CITY OF REDLANDS
CITY COUNCIL
SUCCESSOR AGENCY

A G E N D A S

OCTOBER 3, 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

Recycled Paper

A G E N D A

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

TUESDAY, OCTOBER 3, 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

Recycled Paper

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 to a Closed Session**

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

6:00 P.M.

E. **Reconvene City Council Meeting**

F. ***Invocation by Mayor Pro Tem Barich- 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.)

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

H. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Presentation of the Fire Prevention Week Proclamation to Fire Chief Sessler and Fire Marshal Anderson (Mayor Tejeda)

3. Presentation of the National Sickle Cell Awareness Month Proclamation to Dr. Akshat Jain of Loma Linda University Children's Hospital (Mayor Tejeda)

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

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

1. Approve regular meeting minutes of September 19, 2023, and special meeting minutes of September 14, 2023 (City Clerk Donaldson)

2. Authorize issuance of proclamation recognizing National Fire Prevention Week (Mayor Tejeda)

3. Authorize issuance of a proclamation declaring the month of September as National Sickle Cell Awareness Month in the City of Redlands (Mayor Tejeda)

4. Authorize a proclamation celebrating the Hino Sister City 60th Anniversary (Mayor Tejeda)

5. Adopt Resolution No.8518 - Adopting a Post-Employment Health Plan for the Public Employees of the City of Redlands (Assistant City Manager McConnell)

6. Approve 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 (Assistant City Manager McConnell)

7. Approve the Cooperative Fire Protection Agreement between the City of Redlands and the Bureau of Land Management (BLM) California Desert District, and authorize Fire Chief Sessler to execute the same (Fire Chief Sessler)

8. Approve 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 (Municipal Utilities and Engineering Department Director Harris)

9. Approve the Purchase Order with USA Bluebook for Water and Wastewater Treatment Plant Supplies for an amount not-to-exceed $150,000 (Municipal Utilities and Engineering Director Harris)

10. Approve 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 (Municipal Utilities and Engineering Director Harris)

11. Approve 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; authorize street closures related to the event; approve a request for in-kind support in the amount of $8,128.00 related to the event (Facilities and Community Services Director Crocker)

12. Approve 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 (Facilities and Community Services Crocker)

13. Approve 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 (Facilities and Community Services Director Crocker)

14. Approve the agreement with Fairview Ford Sales, Inc., for auto body repair services for an amount not to exceed $73,288 (Facilities and Community Services Director Crocker)

15. Approve 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 (Facilities and Community Services Director Crocker)

Recycled Paper

16. Approve the Professional Services Agreement with Higginson Architects Inc. for the design of the City's Texonia Park Renovation Project for an amount not to exceed $149,500, and determination that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (Facilities and Community Services Director Crocker)

K. **Communications**

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

L. **Public Hearing**

1. **Public Hearing relating to TTLC REDLANDS TEXAS ST, LLC. in consideration of the following:**
(Mayor to declare meeting open as a public hearing)

   a. **Resolution No. 8516** of the development applications described below. The project site is located on the east side of Texas Street approximately 500 feet north of Domestic Avenue (APN: 0167-041-01-0000) in the Agriculture (A-1) District.

   b. **Mitigated Negative Declaration** prepared for the project in accordance with Section 15074 of the California Environmental Quality Act

   c. Socio-Economic Cost/Benefit Study prepared for the proposed project in accordance with Measure U.

   d. **Conditional Use Permit No. 1167** – A request for a Planned Residential Development (PRD) in accordance with RMC Chapter 18.144 on approximately 14.69 gross acres consisting of 35 single-family residential lots, six open space lettered lots, and on-site recreational amenities for residents.

   e. **Tentative Tract Map No. 20520** – A request 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.

   f. **Resolution No. 8517** for Street Vacation No. 193 – A request 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.
   (Development Services Director Desatnik)

M. **New Business**

1. Consideration of the Professional Services Agreement with RHA Landscape Architects-Planners, Inc., for development of the City's Parks Master Plan for an amount not to exceed $248,890 and determination that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (Facilities and Community Services Director Crocker)

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

3. Consideration of agreements with Executive Facilities Services, Inc., for janitorial services not to exceed $359,781.48, and with F.M. Thomas Air Conditioning Inc. for heating/air conditioning services not to exceed $50,000; and determine that the agreements are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

4. 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 Director Crocker)

5. Consideration of 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 approve an additional appropriation of $250,000 to fund the IT design and planning services related to State Street City Hall and PD Safety Hall (Management Services/Finance Director Garcia)

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

O. **Adjournment**
The next regular meeting of the City Council will be held on October 17, 2023.

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

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

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

3. Approve minutes of the regular meeting of September 5, 2023 (Secretary Donaldson)

4. Adjourn Successor Agency Board of Directors' meeting
The next regular meeting of the Agency will be held on November 7, 2023.

Recycled Paper

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

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve regular meeting minutes of September 19, 2023, and special meeting minutes of September 14, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of September19, 2023, and special meeting minutes of September 14, 2023

Attachments

Regular meeting minutes of September 19, 2023

Special meeting minutes of September 14, 2023

MINUTES

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

Present:	Eddie Tejeda, Mayor Paul Barich, Mayor Pro Tempore Denise Davis, Council Member Jenna Guzman-Lowery, Council Member
Absent:	Mario Saucedo, Council Member
Staff:	Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director

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

PUBLIC COMMENT

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

CLOSED SESSION

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

a. Harper v. City of Redlands, et al., U.S. District Court, Central District, Case No. 5:23-cv-00695-SSS-KKx

b. Sedlick, et al. v. City of Redlands, et al., U.S. District Court, Central District, Case No. 5:23-cv-00457-JGB-KKx

c. Scates v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2127794

d. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544

RECONVENE CITY COUNCIL MEETING

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

CLOSED SESSION REPORT

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

PRESENTATIONS

Proclamation September 24, 2023 as Adult Literacy Day

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

Proclamation The Unforgettables 25 Year Anniversary

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

Sickle Cell Disease Program Recognition

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

PUBLIC COMMENT

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

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

CONSENT CALENDAR

Minutes

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

Vote: 4 - 0 Passed

Proclamation September 24, 2023 as Adult Literacy Day

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

Vote: 4 - 0 Passed

Proclamation The Unforgettables 25 Year Anniversary

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

Vote: 4 - 0 Passed

Resolution No. 8515 Voting Authorization Water Company Meetings

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

Vote: 4 - 0 Passed

Joint Utilities Laboratory Equipment Purchase

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

Vote: 4 - 0 Passed

Redlands Oktoberfest In-Kind Support

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

Vote: 4 - 0 Passed

Joslyn Senior Center Renovation Project Third Amendment

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

Vote: 4 - 0 Passed

Stater Bros Charities Believe Walk In-Kind Support

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

Vote: 4 - 0 Passed

Public Disclosure Settlement Agreement

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

Vote: 4 - 0 Passed

COMMUNICATIONS

Accelerate Neighborhood Climate Action

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

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

Council Policy to Add Items to Agenda

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

PUBLIC HEARINGS

Appeal HSPC Certificate of Appropriateness Permit No. 665

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

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

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

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

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

Vote: 4 - 0 Passed

Resolution No. 8513 TVSP Sign Standards

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

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

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

Vote: 4 - 0 Passed

NEW BUSINESS

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

Agreement Occupational Training for City Employees

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

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

Vote: 4 - 0 Passed

Design and Construction Management Agreement New City Hall Facility

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

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

Vote: 4 - 0 Passed

Resolution No.8512 Five-Year Capital Project Needs Analysis

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

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

Vote: 4 - 0 Passed

Mission Zanja Channel Improvements Project Additional Appropriation

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

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

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

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

ADJOURNMENT

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

REDLANDS FINANCING AUTHORITY

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

PUBLIC COMMENT

None forthcoming

Minutes

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

Vote: 4 - 0 Passed

ADJOURNMENT

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

MINUTES

Special meeting of the City Council of the City of Redlands held on September 14, 2023 at 12:00 P.M. at the Fox Event Center, 123 Cajon Street, Redlands, California.

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

Staff: Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Jeanne Donaldson, City Clerk; Don McCue, Library Director; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Ross Wittman, Project Manager

Executive Director Evan Sanford and President Lisa Jeffers of the Redlands Chamber of Commerce opened the State of the City event and welcomed and acknowledged several dignitaries. They expressed their appreciation of all the event sponsors for making this day possible. The event's Presenting Sponsor was Prologis. Additional sponsors included the Rotary Club of Redlands, Southern California Edison, Rochford Foundation, Kaiser Permanente, Alta Vista Credit Union, Redlands Community Hospital, Crafton Hills College, Viewpoint Advocacy, SoCal Gas, Barich & Associates and Fern Cottage Florals.

To address Brown Act considerations, Mayor Tejeda called the special meeting of the Redlands City Council to order at 12:25 P.M. to provide the opportunity for Council Members to attend the State of the City luncheon. On behalf of the City, he thanked the Redlands Chamber of Commerce and the Fox Event Center for hosting and organizing today's event.

AWARD PRESENTATIONS

Beautification Award - Ross Wittman read the citations while Mayor Eddie Tejeda presented awards recognizing individuals and organizations for their efforts in support of the Redlands community. In the category of Beautification Awards, recognition was given to Judson & Brown Elementary School, located on Pennsylvania Avenue and situated in the groves. As a way to embrace the past, they invited Larry Dierdorff to create two new murals, incorporating both history and a positive school culture that is on display to the community. The murals are a daily reminder to students about how to positively interact with one another.

Community Hero Award - In the category of Redlands Heroes, recognition was given to Kirk Escher who demonstrated commendable commitment to the Redlands Community Center. Kirk volunteers at the Community Center assisting with the youth basketball league, volunteering to support Saturday games, operating the scoreboard, and acting as an announcer for each youth game. Despite the many activities that Kirk is involved in, he still finds time to volunteer and support youth sports. Kirk's dedication to this community is a tremendous asset to the success of

the Redlands Community Center youth basketball program.

Mayor's Special Awards - Mayor Tejeda honored Mary Reyes Sanchez, posthumously, with a Special Award for her dedication and commitment as a Community Volunteer for over 25 years at the Senior Center. Her son, Robert Lanas accepted the award. Susan Knobler, local small business owner of Suze Q Shops for You, was recognized for donating her time and money to care for housebound elderly and is currently partnering with charitable organizations to make a positive difference to help those who have been diagnosed with cancer. Brian Seghers, local small business owner of Rendition Tattoo, reaches out every year to his fellow small business owners to join in his Christmas toy drive to give toys away to those in need, so no child has a sad holiday season because a family can't afford toys. Linda Hamilton, Mary Clements and Richard Corneille, representing ANCA Redlands Chapter, a local nonprofit organization, were recognized for their dedication and efforts to empower residents with knowledge about how they can positively impact climate change.

STATE OF THE COMMUNITY

City Council Member Presentations

Council Member Mario Saucedo highlighted the importance of Regional Boards, including Southern California Associations of Governments (SCAG), San Bernardino County Transportation Authority (SBCTA), Omnitrans and the League of California Cities. Council Member Jenna Guzman-Lowery reflected on her experiences as a Council Member and thought the best way to serve the community was to be engaged, be a good listener and be willing to tackle hard questions. Having difficult conversations helps to identify how the City can better serve the needs of everyone. Council Member Denise Davis listed accomplishments and success stories for the City, including programs such as, Youth Council, an eight-month leadership academy designed as a training ground for local high school students; the Climate Policy Council, an initiative she helped to establish, along with a great team of people associated with ANCA and the University of Redlands; the Utility Bill Assistance Program, now active and providing eligible customers with much needed financial relief; and the completion of Step Up in Redlands making a positive impact in the fight against homelessness. Mayor Pro Tem Paul Barich was proud to report that the City had made great strides towards addressing the community's concerns related to homelessness and renovations of the hotel conversion project, Step Up in Redlands, were complete. This permanent supportive housing project opened in January 2023 to establish a community living environment to encourage the homeless to get off the streets. It offers 98 studio apartments for single adults, on-site case management, along with other support services.

State of the City

Focusing on our Community

Mayor Eddie Tejeda provided an overview of the City's accomplishments of last year and pointed out his mission was to bridge any perceived divide in the community and give all residents the confidence that their city government was truly responsive to everyone. Top priorities for the City remained consistent and included the economy, the community's quality of life and the environment. He stressed the importance of encouraging small businesses, especially those along State Street, which represent the greatest generator of sales tax revenue per square foot. He spoke of the transformational developments which will be seen with State Street Village, City Center and

The Grand and he added that the City was fully cognizant of the concerns over parking in the downtown area.

He was pleased to report a Parks Master Plan was in the works, and he highlighted infrastructure improvement projects including water line replacements, sewer lines, alleys and 37 miles of street either repaired or resurfaced and ongoing Wastewater Treatment Plant projects. The City recognizes the serious and complex problems associated with homelessness and is committed to utilizing a multi-pronged approach to address the issues, such as transitional housing and collaborating with partners in the nonprofit sector, Steps for Life, Family Services, Youth Hope and others. The goal is to have Redlands become a model city for how to end the crisis.

Mayor Tejeda spoke of the climate crisis and the importance of striving to improve air quality. He mentioned that staff has positioned the City to be completely transitioned to 300 State Street as the new City Hall, has projected the new police station to begin operations by 2027, and has identified two future sites for additional fire stations. In closing, he added that the State of the City continues to be resilient and strong. Revenues from Measure T continue to provide the funding needed to help the City become fully staffed and to ensure the City can focus on providing all residents with the quality of life they expect.

PUBLIC COMMENTS

None forthcoming

ADJOURNMENT

There being no further discussion, Mayor Tejeda again thanked the Redlands Chamber of Commerce and all the event sponsors. The special meeting was adjourned at 1:33 P.M.

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

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of proclamation recognizing National Fire Prevention Week (Mayor Tejeda)

MOTION:

I move to authorize issuance of a proclamation recognizing National Fire Prevention Week.

Attachments

Fire Prevention Week Proclamation

PROCLAMATION

2023 Fire Prevention Week

WHEREAS, the City of Redlands is committed to ensuring the safety and security of all those living in and visiting our community; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016-2020; and

WHEREAS, children under five face a higher risk of burns associated with cooking. Simple steps to improve their safety include turning handles inward and never leaving cooking appliances unattended; and

WHEREAS, residents can be best prepared for fires by practicing their home fire escape plan and ensuring smoke alarms are working; and

WHEREAS, the 2023 Fire Prevention Week theme, "Cooking safety starts with YOU. Pay attention to fire prevention," effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of City of Redlands does hereby recognize October 8–14, 2023, as National Fire Prevention Week in the City of Redlands and encourages all community members to practice home and cooking fire safety throughout the year. Our community is also encouraged to attend the Redlands Fire Department Open House at Fire Station 261 (525 E. Citrus Avenue) on October 14 from 10:00 AM to 2:00 PM to support the many public safety activities and efforts of City of Redlands emergency services.

IN WITNESS WHEREOF, we hereunto affix our signatures and the Official Seal of the City of Redlands on this 3rd day of October 2023.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

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

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of September as National Sickle Cell Awareness Month in the City of Redlands (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a Proclamation declaring the month of September as National Sickle Cell Awareness Month in the City of Redlands.

Attachments

Proclamation - Sickle Cell Awareness Month

PROCLAMATION

National Sickle Cell Awareness Month

WHEREAS, Sickle Cell Disease (SCD) is a genetic blood disorder affecting millions of individuals worldwide, predominantly those of African, Hispanic, Mediterranean, and Asian descent; and

WHEREAS, Sickle Cell Disease causes red blood cells to become rigid and form a crescent or "sickle" shape, leading to reduced blood flow, organ damage, and severe pain episodes; and

WHEREAS, early diagnosis and ongoing medical care, including proper management and support, can significantly improve the quality of life for individuals living with Sickle Cell Disease; and

WHEREAS, the month of September has been designated as National Sickle Cell Awareness Month, dedicated to raising awareness about Sickle Cell Disease, advocating for research, and supporting affected individuals and their families; and

WHEREAS, the City of Redlands is committed to promoting public health and well-being and recognizes the importance of raising awareness about Sickle Cell Disease and the need for continued research and support; and

WHEREAS, the City of Redlands acknowledges the dedication and hard work of local organizations, healthcare professionals, advocates, and individuals living with Sickle Cell Disease in our community;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim the month of September 2023 as "National Sickle Cell Awareness Month" in our city. We urge all citizens to join in raising awareness about Sickle Cell Disease, support affected individuals, allow opportunities for social dialogue and discourse to help with genetic counseling services to the African American and Hispanic teens in our community, and support scientists and researchers in our region many of whom have made Redlands proud by their groundbreaking research and medical care to improve the lives of those living with this condition.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 3rd day of October 2023.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 4.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize a proclamation celebrating the Hino Sister City 60th Anniversary (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a proclamation celebrating the Hino Sister City 60th Anniversary.

Attachments

Hino Sister City 60th Anniversary

Proclamation

Hino Sister City 60th Anniversary

WHEREAS, friendship among people of different countries and cultures is a great force in creating peace, tranquility, harmony and understanding; and

WHEREAS, the City of Redlands, through its City Council, in its establishment of the Hino Sister City Program in April 1963, has established a lasting friendship between people of the community and Hino City, Japan; and

WHEREAS, 2023 marks the 60th anniversary of our Sister City relationship and lasting friendship with the people of the community of Hino City; and

WHEREAS, the City of Redlands Sister City relationship adds richness, diversity and mutual educational opportunities for our citizens; and

WHEREAS, November 3, 2023, marks Hino City's 60th anniversary of enforcement of municipalism; and

WHEREAS, delegates from Hino City have traveled to the City of Redlands to celebrate our long standing friendship and to learn about our culture, our city and our municipality; and

WHEREAS, the City of Redlands City Council wishes to commemorate the 60th anniversary of our Sister City relationship with Hino City and continues to encourage international trade, tourism and economic development between the United States and other cities of the world;

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Redlands does hereby acknowledge its continuing friendship with Hino City and encourages all citizens to join in this special recognition.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 3rd day of October, 2023

Eddie Tejeda, Mayor

Attest:

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 5.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No.8518 - Adopting a Post-Employment Health Plan for the Public Employees of the City of Redlands (Assistant City Manager McConnell)

MOTION(S):

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

I move to adopt Resolution No. 8518 approving a Post-Employment Health Plan for the Public Employees of the City of Redlands.

RECOMMENDATION:

Staff recommends Council adopt Resolution No. 8518 approving a Post-Employment Health Plan for the Public Employees of the City of Redlands.

DISCUSSION:

On December 21, 2010, the City Council adopted Resolution No. 7015 to implement a Post-Employment Health Plan (PEHP) for employees. 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. As a result of the Memoranda of Understanding that were negotiated for the period of July 1, 2023 through June 30, 2026, updates to the plan documents are required. The attached updated plan documents for the PEHP reflect the new benefits provided to employees, including deposit of cafeteria plan dollars and deposit of specified leave accruals into the plan.

ALTERNATIVES:

None

STRATEGIC PLAN:
Not Applicable

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

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

PREPARED BY:
Liz Marin, HR Manager

Fiscal Impact

Fiscal Year:	2023/2024
Revenue Generating:	No
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes

Discussion:

The City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's minimum PEMHCA contribution and the following as listed below.

Coverage Level	City Contribution	Effective 1/1/2024	Effective 1/1/2025
Employee Only	$750	$775	$800
Employee + 1	$1,500	$1,550	$1,600
Family	$1,950	$2,025	$2,100

The costs of the City's contributions are as follows:

	FY 2024	FY2025	FY2026	3 Year Total
General Fund	$2,578,603	$2,791,462	$2,902,893	$8,272,958
Other Funds	$2,131,467	$2,244,408	$2,300,880	$6,676,755
	$4,710,070	$5,035,870	$5,203,773	$14,949,713

Attachments

Resolution No. 8518
Exhibit A
PEHP Adopting Resolution

RESOLUTION NO. 8518

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A POST EMPLOYMENT HEALTH PLAN FOR PUBLIC EMPLOYEES OF THE CITY OF REDLANDS

WHEREAS, a Post Employment Health Plan ("PEHP") for the Public Employees of the City of Redlands may be established for eligible public employees, pursuant to section 501 (c)(9) of the Internal Revenue Code permitting such plans; and

WHEREAS, the City desires to make contributions, on behalf of its eligible employees, in a manner permitted under the PEHP to meet its employees' post-employment health care needs and expense; and

WHEREAS, under the PEHP, Nationwide Retirement Solutions ("NRS"), Inc. will provide administrative services in exchange for a fee as agreed upon the City and NRS; and

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

Section 1. The City Council of the City of Redlands meeting in regularly scheduled session this 3rd day of October 2023, herby adopts the PEHP program on behalf of the eligible employees of the City.

Section 2. The officials of the City of Redlands, and/or the City Manager, or his or her designee, are herby authorized to execute, on behalf of the eligible employees of the City, a participation agreement with NRS, substantially in the form attached hereto as Exhibit "A," authorizing NRS to act as the Administrator of the Plan and the agent of the City, and other such agreements and contracts as are necessary to implement the PEHP program.

ADOPTED, SIGNED AND APPROVED this 3rd 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 3rd day of October, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Employer Participation Agreement for the Post Employment Health Plan for Collectively Bargained Public Employees

Copyright 2017, 2015, 2014
Nationwide Retirement Solutions, Inc.
All Rights Reserved

This Participation Agreement ("Agreement"), effective as of the _____ day of _____, 20_____, (the "Effective Date"), by and between the undersigned employer (the "Employer"), and Nationwide Retirement Solutions ("NRS"), as the administrator (the "Administrator") of the Post Employment Health Plan for Collectively Bargained Public Employees (the "Plan").

WITNESSETH:

WHEREAS, the Employer is a State or a political subdivision thereof, or an agency or instrumentality of any of the foregoing; and

WHEREAS, the Plan provides post-retirement reimbursement of Qualifying Medical Care Expenses and Health Care Insurance Premiums (as defined in the Plan) for the benefit of eligible government employees who become participants in the Plan, and their dependents; and

WHEREAS, pursuant to a collective bargaining agreement ("CBA") with a union representing certain employees of the Employer (the "Union"), the Employer has agreed to make contributions pursuant to and in compliance with the Plan and this Agreement and subject to the Internal Revenue Code of 1986, as amended ("Code") and its accompanying regulations for work performed by its eligible employees covered by the collective bargaining agreement ("Contributions"); and

WHEREAS, the Contributions will be held in trust by the Trustee, or its successor, designated under the Trust for the Post Employment Health Plan for Public Employees (the "Trust") for the exclusive benefit of eligible employees, Plan participants, and their dependents; and

WHEREAS, the Employer adopts the Plan by entering into this Participation Agreement with the Administrator; and

WHEREAS, the Administrator accepts the Employer as an Employer under the Plan upon the terms and conditions set forth in the Plan, the Trust and this Agreement.

NOW, **THEREFORE**, for and in consideration of the mutual covenants in this Agreement, the Employer and the Administrator hereby agree as follows:

1. By execution of this Agreement, the Employer adopts and agrees to be bound by all of the terms and provisions of the Plan, this Agreement and the Declaration of Trust governing the Trust (the "Trust Agreement" a copy of which the Employer acknowledges receipt thereof) and such subsequent amendments which are adopted as provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by the Administrator and the Trustee pursuant to the powers granted them by the Plan and Trust Agreement. The Employer further acknowledges that under the terms of the Plan, the Administrator's resolution regarding questions relating to administration of the Plan is final and binding upon the Employer, eligible employees and participants.
2. By execution of this Agreement with the Employer, the Administrator agrees to carry out the responsibilities of the Administrator as set forth in the Plan, this Agreement and the Trust Agreement.
3. This Agreement authorizes the Administrator or Trustee to enforce any rights which are provided as a matter of law in favor of the Plan, its eligible employees and participants and their dependents or the Trustee. This provision notwithstanding, if, in the opinion of the Administrator, the terms of the Employer's participation in the Plan conflict or come to conflict with the Code and accompanying regulations, the Administrator may refuse Contributions until such time as the conflict is cured. If an Employer desires to change the terms of its participation in the Plan, such change must be submitted to the Administrator for acceptance prior to its becoming effective and binding on the Administrator. Such acceptance shall not be unreasonably withheld.
4. This Agreement shall apply to only those employees and participants that the Employer has determined are eligible and for whom the Employer agrees to make Contributions to the Plan. The Employer agrees that in determining who is eligible to receive Contributions under the Plan, the Employer will comply

with Code section 105(h) and will not discriminate in favor of highly compensated individuals. The Employer acknowledges that the Administrator has no responsibility to determine which employees or participants of the Employer are eligible to receive contributions under the Plan or to enforce the Employer's compliance with Code section 105(h).

5. Subject to Section 8 of this Agreement, this Agreement shall remain in effect until such time as the Employer withdraws from the Plan pursuant to the withdrawal provision of the Plan document (see Section 9.2). The Employer acknowledges that withdrawal from the Plan, and exhaustion of the assets associated with that Plan will no longer entitle the Employer's representative or its employees' representative to participate in the Advisory Committee created under the terms of the Trust. The Administrator, however, reserves the right to terminate the Employer's participation in the Plan for any of the following reasons:

   a. should the Employer fail to make Contributions to the Plan;

   b. if at any time the Employer's terms of participation in the Plan are modified in a manner which affects the operation or administration of the Plan in a manner which is unacceptable to the Administrator or Trustee;

   c. if at any time the Employer's terms of participation in the Plan are modified in a manner which, in the opinion of the Administrator, jeopardizes the tax qualification of the Trust or the regulatory approval of the Plan or would conflict with applicable law; or

   d. as otherwise provided in the Plan or Trust Agreement.

6. The commencement and continuation of the Employer's participation in the Plan is contingent upon such commencement or continuation of participation not impairing the attainment, or retention, of the tax exempt status of the Trust under Code section 501(c)(9) .

7. The commencement and continuation of the Employer's participation in the Plan is further contingent upon such commencement or continuation of participation not violating any provisions of the Internal Revenue Code and its regulations or any ruling or guidance published by the Internal Revenue Service ("IRS") applicable to the Plan, including the terms of any IRS ruling issued to the Plan or other applicable law. The Employer acknowledges that failure to comply with the terms of the Plan and Trust may subject it and its employees to adverse tax consequences.

8. In order to provide for the payment of benefits under the Plan, the Employer hereby agrees to make Contributions to the Trust, as it specifies in the attached Employer Data Sheet. The Employer may change its Contributions from time to time, consistent with the objectives of the Plan and applicable law by a mutually agreeable method between the Employer and the Administrator (which method could include updating the PEHP Employer Data Sheet).

   With each Contribution to the Plan, the Employer will provide the Administrator with a Contribution Summary Sheet (or similar report) which lists the full name of each employee or participant for whom contributions are made, his or her Social Security number, the amounts to be allocated on behalf of each such employee or participant and whether the contributions should be credited to the 05 or 06 sub-accounts as defined in the Plan document. The Administrator or its designee shall record the Contribution and reconcile the Employer's Contribution Summary Sheet or other report.

   The Administrator may reject Contributions that do not comply with the requirements of the Plan, the Trust and the Code. If the Administrator rejects any Contributions, the Contributions and the Contribution Summary Sheet will be returned to the Employer for resolution. The Administrator shall instruct the Trustee to transfer the Contributions in good order from the lockbox to the Trust investment account upon completion of such recording and reconciliation. Contributions shall not accrue income or share in investment gains or losses while they are in the lockbox prior to the transfer to the Trust investment account or while the Administrator seeks resolution of Contributions not received in good

order. The Employer understands that failure to make Contribution in a timely manner may result in sanctions permitted by law, as well as the termination of its participation in the Plan, as provided in rules established in this Agreement.

9. The Employer hereby appoints, and approves of, NRS to provide claims payment services and to act as the Administrator for the Plan. The Employer further agrees that the Administrator's compensation for its services shall be an annual charge per participant or eligible employee of **$30.00**. The Employer represents and warrants that it has advised its eligible employees or participants of the annual charge. Such charge shall be assessed to each participant or eligible employee's account on the anniversary date, which is one year after the date the initial contribution to the Plan was made, and each succeeding anniversary of such date. The Administrator's annual charge shall remain fixed for the duration of this Agreement unless the Employer and Administrator mutually agree in writing to adjust the charge. The Employer acknowledges that other fees may apply to the Plan, eligible employee or the participant accounts law as described in Section 11 or as required by applicable law.
10. The Employer hereby acknowledges that the Trustee of the Trust will be the Trustee identified in the Trust Agreement, and hereby ratifies the terms of the Trust Agreement, a copy of which has been provided to the Employer. The Employer further acknowledges that the Trust Agreement sets forth the method for appointment and removal of the Trustee. NRS is responsible for paying the Trustee compensation for its services as Trustee in accordance with the schedule agreed upon from time to time between the Administrator and the Trustee. In the event this compensation is assessed against the assets of the Trust while NRS is acting as the Administrator of the Trust, NRS agrees to indemnify or reimburse the Trust and make it whole for any compensation paid to the Trustee from the assets of the Trust.
11. The Employer hereby acknowledges that it has received and reviewed the Group Variable Annuity Contract (the "Variable Annuity") for the Post Employment Health Plans which serves as the funding vehicle for the Trust. The Employer understands and agrees that part of the arrangement between NRS as the Administrator and product provider Nationwide Life Insurance Company includes fees. The Employer further acknowledges that, in addition to the annual charge described in Section 9, a fee equaling an annual rate up to a maximum of 0.50% of the daily net asset value will be assessed on every participant or eligible employee's fund balance in the Variable Annuity. In the Fixed Annuity, this fee is included in the calculation of the net crediting rate.
12. The Employer hereby acknowledges it has received the "Disclosure and Acknowledgement Form" (the "Form") which is incorporated into this Agreement, and further agrees to be bound by the Form.
13. The parties agree that no waiver of any default in performance on the part of the Administrator or the Employer or any breach or series of breaches of any of the terms of this Agreement shall constitute a waiver of any subsequent breach. The parties further agree that resort to any remedies referred to herein shall not be construed as a waiver or any other rights and remedies to which the Administrator is entitled under this Agreement or otherwise.
14. Should any part of this Agreement for any reason be declared invalid, such determination shall not affect the validity of any remaining portion of the Agreement, which remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.
15. The Employer shall indemnify and hold the Administrator harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Administrator may incur as a result of claims based upon any breach by the Employer, its affiliates, agents or employees of any provisions of this Agreement, the Plan Document or related items that are within their reasonable control.

16. The Administrator shall indemnify and hold the Employer harmless for and against all losses, damages, liabilities or expenses (including, but not limited to reasonable attorney's fees and litigation expenses) which the Employer may incur as a result of claims based upon any breach by the Administrator, its affiliates, agents or employees of any provisions of this Agreement, the Plan Document or related items that are within their reasonable control.
17. This Agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Ohio. The parties consent to the jurisdiction of any Local, State or Federal Court located within Ohio.
18. This Agreement, together with the Plan and the Trust Agreement, contain the entire agreement between the Employer and the Administrator with respect to the respective rights and obligations contemplated herein, and no representation, promise, inducement, or statement of intention relating to the respective rights and obligations contemplated by this agreement has been made by either party which is not set forth herein. This Agreement supersedes in all respects all prior agreements among the parties any may not be modified or amended, except by a duly executed instrument in writing.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed on its behalf by a duly authorized officer, and a duly authorized representative of NRS executed this Agreement on behalf of the Administrator.

By: _____
(Employer Printed Name)

_____ Date: _____
(Employer Signature)

By: _____ Date: _____
(Officer of Nationwide as Administrator)

Nationwide®

Speciman Copy of Resolution
Post Employment Health Plan (PEHP)

PO Box 182797, Columbus, OH 43218-2797
Phone: 877-677-3678 • Fax: 877-677-4329 • NRSforu.com

POST EMPLOYMENT HEALTH PLAN (PEHP) FOR PUBLIC EMPLOYEES PROGRAM

SPECIMEN COPY OF RESOLUTION

On the _____ day of _____, the following resolution was adopted by

_____ (the Employer):

IN THE MATTER OF ADOPTING THE POST EMPLOYMENT HEALTH PLAN FOR PUBLIC EMPLOYEES (PEHP)

FOR THE EMPLOYEES OF _____ (the Employer).

WHEREAS, a Post Employment Health Plan for Public Employees has been established for eligible public employees, pursuant to section 501(c)(9) of the Internal Revenue Code permitting such plans; and

WHEREAS, the Plan may be funded with Employer contributions, mandatory Eligible Employee contributions or combination of both on behalf of the eligible employees in a manner permitted under the Plan; and

WHEREAS, under the PEHP program, Nationwide Retirement Solutions (NRS), Inc. will provide administrative services in exchange for a fee as agreed upon by the Employer and NRS;

NOW THEREFORE THE EMPLOYER DOES HEREBY RESOLVE AS FOLLOWS:

The (City Council, Board of Commissioners, Governing Body etc.) of the Employer, meeting in regularly scheduled session, this _____ day of _____, hereby adopts this PEHP program on behalf of the eligible employees of the Employer.

The officers and employers of the Employer are hereby authorized to execute, on behalf of the eligible employees of the Employer, a participation agreement with NRS, authorizing NRS to act as the Administrator of the Plan and the agent of the Employer, and other such agreements and contracts as are necessary to implement the program.

This Resolution is intended to include the necessary language for adoption of the PEHP program, but is intended only as example. It is not intended as legal advice and any reliance as such is strictly prohibited. The Employer should consult with legal counsel regarding this language before using it.

Plan Sponsor Representative:

Name (please print): _____

Signature: _____ Title: _____

Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company. ©2016 Nationwide

City Council/Successor Agency Meeting **J. 6.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (Assistant City Manager McConnell)

MOTION(S):

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

1. I move that the City Council approve 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.

RECOMMENDATION:

Staff recommends that the City Council approve 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.

DISCUSSION:

On March 11, 2021, The American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). This program provides support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19.

On March 15, 2022, the City Council approved the Resident Grocery Gift Card Program funded by the State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). The program provides grocery

assistance to a maximum of 1,687 eligible households in the form of a monthly $100 grocery gift card for a period of 12 months.

On May 17, 2022, the City entered into an agreement with About Food Inc., dba Redlands Ranch Market for the provision of monthly gift cards through October 2023. In April of this year, the grocery gift card program reached its maximum participants. In order to provide the full 12-month period for these participants, an amendment to the agreement is necessary to extend the term of the agreement through March 31, 2024. For the City Council's consideration, staff has prepared the attached first amendment to extend the term of the agreement with About Food Inc., dba Redlands Ranch Market for the provision of grocery gift cards through March 31, 2024.

ALTERNATIVES:

The City Council may elect not to approve the First Amendment to the agreement; however, this will result in some participants not receiving the full 12-month benefit for the monthly grocery gift cards.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, 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:
Selina Sanchez, Grants Coordinator

Fiscal Impact

Fiscal Year:	2022-24
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	$2,024,400

Discussion:

There is no fiscal impact, as the item does not request additional funds for the agreement. Approval of this amendment will only extend its duration.

For background, $2,024,400 out of the City's $11,508,106 ARPA State and Local Fiscal Recovery Funds award was approved by City Council on March 15, 2022 for use towards the Grocery Gift Card program.

Attachments

Attachment A - Contractor Agreement

1st Amendment-Redlands Ranch Market

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of ARPA Resident Food Assistance Program - Grocery Gift Cards ("Agreement") is made and entered in this 17th day of May, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and About Food Inc., dba Redlands Ranch Market, a California S 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 provide up to 1,687 gift cards on a monthly basis to City commencing as of the Effective Date of this Agreement through October 2023 (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

The term of this Agreement shall commence on May 17th 2022 and expire on October 31st 2023 unless terminated earlier as provided herein or otherwise modified by the Parties.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of Two Million Twenty-Four Thousand Four Hundred Dollars ($2,024,400). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Payment Schedule," which is attached hereto and incorporated herein by this reference.

5.2 Contractor shall submit monthly the completed attached "Invoice Form" template to City describing the Services performed during the preceding month in accordance with Exhibit "D" titled "Invoice Form." Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of gift cards provided to City. 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	David Ireland, General Manager About Food Inc. dba Redlands Ranch Market 800 E. Lugonia Ave. Redlands, CA, 92374 redhead443@gmail.com (951) 741-1884

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 "E," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Commercial General Liability (CGL) insurance with carriers acceptable to City:

    a. Limits of insurance not less than:
        1. $1,000,000 Each Occurrence Limit
        2. $1,000,000 Personal and Advertising Injury Limit
        3. $2,000,000 Annual Aggregate Limit
        4. $2,000,000 Products-Completed Operations Limit
    b. City shall be included as an Additional Insured. Contractor shall also cause its policy to be amended to provide that the coverage afforded to the additional insured is primary to and noncontributing with any other insurance, self-insurance or deductible amount maintained by or provided to the additional insured. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Contractor's CGL, as well as a copy of the policy's endorsement providing coverage to the additional insured on a primary and non-contributing basis.
    c. CGL coverage shall be written on ISO Occurrence form CG00011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. Use of any CGL form covering defense costs within the limits of insurance requires the prior written consent of City.

C. On the certificate of insurance, the Certificate Holder section should read as follows:

    City of Redlands
    Attn: Risk Management
    P. O. Box 3005
    Redlands, CA 92373

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, 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.

8.5 This Agreement shall be governed by and construed in accordance with the Department of the Treasury's Interim Final Rule (31 CFR Part 35); 2 CFR Part 200 of Federal Grant Regulations; and 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.

8.6 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.

ARTICLE 9 – UNIFORM GUIDANCE PROVISIONS

By executing this Agreement, the Contractor hereby certifies that it will adhere to and comply with the following provisions as may be applicable to a Non-Federal Entity Contractor per Appendix II to Title 2 CFR Part 200 of the Federal Uniform Guidance:

9.1 Remedies for Breach – Any waiver by the City of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of City to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing City from enforcement of the terms of the Agreement.

9.2 Termination for Cause - This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to

Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

9.3 Equal Employment Opportunity – No construction is to be funded with moneys under this program; as such, the funds used for this program are not subject to Equal Employment Opportunity.

9.4 Davis-Bacon, as amended (40 U.S.C. 3141-3148) – No construction is to be funded with moneys under this Program; as such, the funds used for this program are not subject to Davis Bacon.

9.5 Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708)- Where applicable, all contracts awarded by the City in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40 U.S.C. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9.6 Rights to Inventions – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401.2, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the U.S. Department of the Treasury.

9.7 Clean Air Act (42 U.S.C. 7401-7671q) and Water Pollution Act (33 U.S.C. 1251-1387) – Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q) and the

Federal Water Pollution Control Act as amended (33 U.S.C.A. Section 1251 - 1387). Violations shall be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

9.8 Energy Efficiency – Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat.871).

9.9 Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689) – No contract shall be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement E.O.s 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

9.10 Anti-Lobbying Certification (31 U.S.C.A. 1352) – The language of the certification set forth in this paragraph 9.10 shall be required in all contracts or subcontracts entered into in connection with this program activity and all Contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure. "The undersigned certifies, to the best of his or her knowledge or belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

9.11 Procurement of Recovered Materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental

Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.12 Access to Records and Records Retention - Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services. Such books shall be available at reasonable times for examination by City at the office of the Contractor. The Contractor, shall allow all duly authorized Federal, State, and/or City officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to this specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least eight (8) years after the expiration of the term of 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

ATTEST:

_____
Jeanne Donaldson, City Clerk

CONTRACTOR

By: _____
David Ireland, General Manager
Redlands Ranch Market

EXHIBIT "A"

SCOPE OF SERVICES

A. Purpose:

According to a Resident COVID-19 Impact Survey conducted by the City, Redlands' residents listed food assistance as one of the top 3 areas of relief that would be of greatest benefit in aiding their recovery from the economic effects of COVID-19. The Grocery Gift Card Program would provide relief to impacted and disproportionately impacted households by issuing a monthly grocery gift card exclusively for the purchase of food at Contractor's grocery retail store for a period of 12 months.

During the term of this Agreement for the ARPA Program - Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 1,687 gift cards on a monthly basis to the City through October 2023. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

B. Description of services/deliverables:

The City will accept applications from eligible households and distribute the gift cards beginning in June 2022 and will continue to accept applications until October 1st 2022. The program will conclude with the distribution of the final monthly gift card or October 2023, whichever is sooner.

- Because the City will be accepting applications on a rolling basis from May-October 1, 2022, the number of needed gift cards will vary each month, but will not exceed 1,687 in any given month. The Contractor must designate a window timeframe to allow City staff to communicate the number of gift cards needed for the following month. The Contractor **MUST register on SAM.gov** and provide UEI, DUNS or TIN # **prior** to commencement of services and before any payment to be made

The monthly services/deliverables include:

- Provide the number of requested physical gift cards to the City each month
- Gift cards must be valued at $100 each
- Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products
- Ensure that gift cards are used to purchase food only by participants

EXHIBIT "B"

PROJECT SCHEDULE

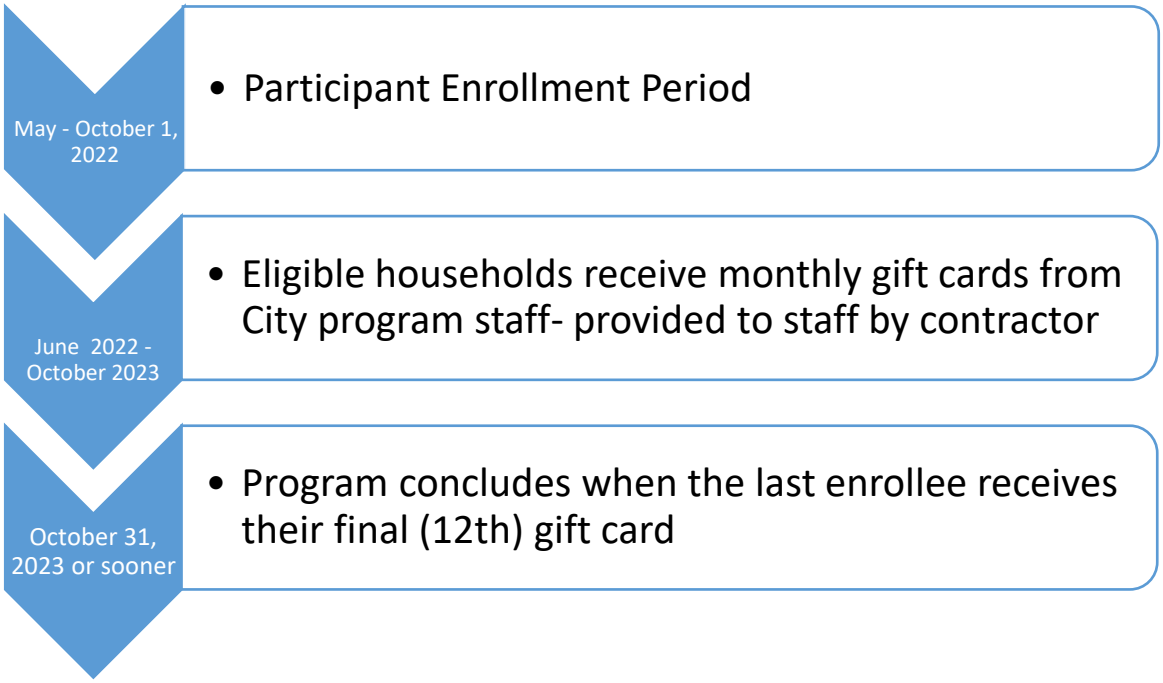


EXHIBIT "C"

PAYMENT SCHEDULE

Proposed Scope of Work	Product or Outcome
The Scope of Work for this effort encompasses the description of services/deliverables found in Exhibit A, Sections A-B. All Scope of Work activities will be completed by the end of the contract term.	• **Must register on SAM.gov** and provide UEI, DUNS or TIN # prior to commencement of services and before any payment to be made • Provide the determined number of gift cards requested by the City each month – not to exceed a maximum of 1,687 gift cards in any given month • Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products • Ensure that gift cards are used to purchase food only by participants
Monthly Invoice Not To Exceed	$168,700.00
TOTAL NOT TO EXCEED	**$2,024,400.00**

EXHIBIT "D"

INVOICE FORM

TO BE PROVIDED ON LETTERHEAD

Contractor Name: About Foods Inc., dba Redlands Ranch Market		
Mailing Address: Redlands Ranch Market 800 E. Lugonia Ave. Redlands CA, 92374		
Invoice Number:		
Payment Request for Services Rendered		
Please provide a brief description of services performed:		
Date	Deliverable	Cost
	Total for this Invoice:	$

EXHIBIT "E"

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.

CONTRACTOR

By:_____ Date: _____
David Ireland, General Manager
Redlands Ranch Market

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

This first amendment ("First Amendment") to the agreement for the provision of ARPA Resident Food Assistance Program - Grocery Gift Cards ("Agreement"), dated May 17, 2022, by and between the City of Redlands, a municipal corporation ("City"), and About Food Inc., dba Redlands Ranch Market, a California S Corporation ("Contractor") is made and entered into this 3rd day of October, 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to extend the term of the agreement to March 31, 2024, and update the City's representative;

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

AGREEMENT

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

"1.1 City hereby engages Contractor to provide up to 1,687 gift cards on a monthly basis to City commencing as of the Effective Date of this Agreement through March 2024 (the "Services")."

Section 2. Article 3 of the Agreement, entitled "Responsibilities of City," is hereby amended to read as follows:

"3.2 City designates Selina Sanchez, Grants Coordinator, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services."

Section 3. Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

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

The term of this Agreement shall commence on May 17, 2022 and expire on March 31, 2024, unless terminated earlier as provided herein or otherwise modified by the Parties."

Section 4. Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended as shown in Exhibit "1," attached to this First Amendment.

Section 5. Exhibit "B" of the Agreement, entitled "Project Schedule," is hereby amended as shown in Exhibit "2," attached to this First Amendment.

Section 6. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of October 3, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CONTRACTOR

By: _____
Dave Ireland, General Manager
Redlands Ranch Market

EXHIBIT 1

SCOPE OF SERVICES

A. Purpose:

According to a Resident COVID-19 Impact Survey conducted by the City, Redlands' residents listed food assistance as one of the top 3 areas of relief that would be of greatest benefit in aiding their recovery from the economic effects of COVID-19. The Grocery Gift Card Program would provide relief to impacted and disproportionately impacted households by issuing a monthly grocery gift card exclusively for the purchase of food at Contractor's grocery retail store for a period of 12 months.

During the term of this Agreement for the ARPA Program - Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 1,687 gift cards on a monthly basis to the City through March 2024. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

B. Description of services/deliverables:

The City will accept applications from eligible households and distribute the gift cards beginning in June 2022 and will continue to accept applications until March 1st, 2023. The program will conclude with the distribution of the final monthly gift card or March 2024, whichever is sooner.

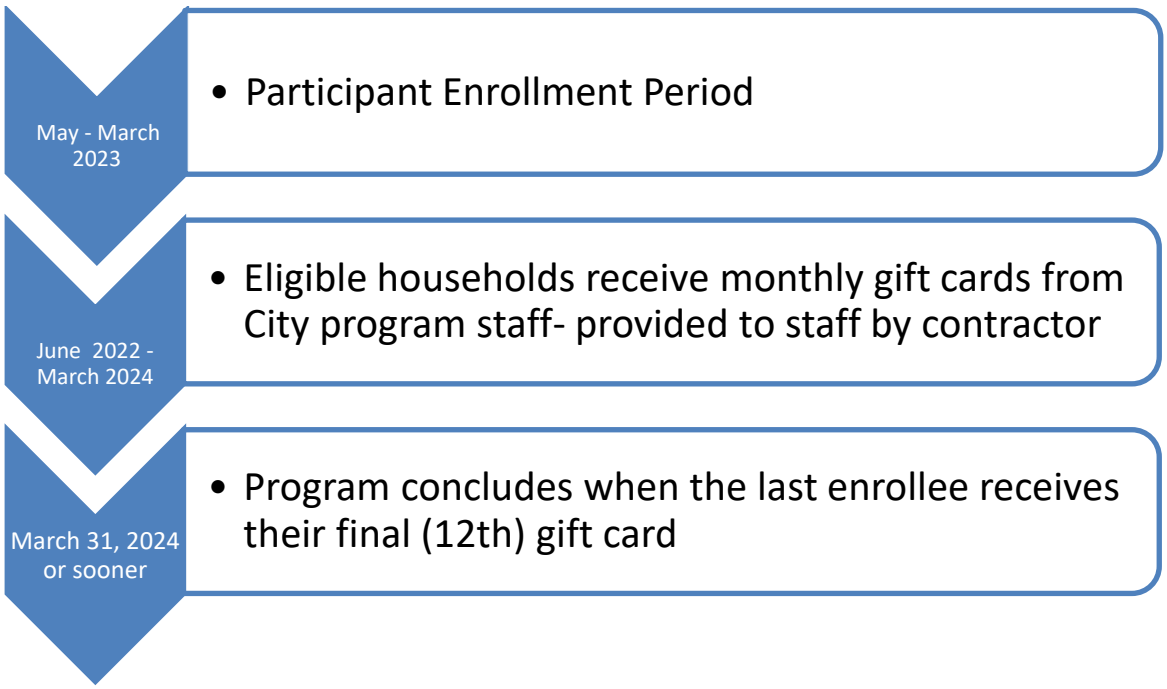
- Because the City will be accepting applications on a rolling basis from May-March 1, 2023, the number of needed gift cards will vary each month but will not exceed 1,687 in any given month. The Contractor must designate a window timeframe to allow City staff to communicate the number of gift cards needed for the following month. The Contractor **MUST register on SAM.gov** and provide UEI, DUNS or TIN # **prior** to commencement of services and before any payment to be made.

The monthly services/deliverables include:

- Provide the number of requested physical gift cards to the City each month
- Gift cards must be valued at $100 each
- Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products
- Ensure that gift cards are used to purchase food only by participants

EXHIBIT 2

PROJECT SCHEDULE



City Council/Successor Agency Meeting **J. 7.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Cooperative Fire Protection Agreement between the City of Redlands and the Bureau of Land Management (BLM) California Desert District, and authorize Fire Chief Sessler to execute the same (Fire Chief Sessler)

MOTION(S):

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

I move to approve a Cooperative Fire Protection Agreement between the City of Redlands and the Bureau of Land Management California Desert District, and authorize Fire Chief Sessler to execute the same.

RECOMMENDATION:

Staff recommends approval of the Cooperative Fire Protection Agreement between the City of Redlands and the Bureau of Land Management California Desert District, and authorize Fire Chief Sessler to execute the same.

DISCUSSION:

Currently, the Bureau of Land Management has approximately 467 acres within the City of Redlands in the Santa Ana River area. While Redlands is responsible for approximately 1,794 acres in the project area, BLM has reclaimed their statutory responsibility to protect their land, which is called Area 69. This area encompasses a land mass that runs north of the southern bluff of the Santa Ana River; south of Greenspot Road in the City of Highland; east of the 210 Freeway; and west of Greenspot/Florida in Highland.

The well-defined boundary provides a mutually protected zone between the BLM and the City of Redlands. The BLM is responsible only for wildland fire

protection and not improvement or infrastructure. The respective cities retain the statutory responsibility of providing EMS and fire protection for improvements/infrastructure on the BLM land.

Overall, the addition of Area 69 will be beneficial to the City of Redlands. The response of Federal resources will assist in suppression efforts and will alleviate potential financial burdens associated with suppression costs. BLM, through its cooperator (Forest Service), will augment the ground response, provide aerial supervision, and bring rotary wing aircraft into the Area upon dispatch. Through the Unified Command process, both agencies will provide a stronger and greater weighted response with specialized resources.

ALTERNATIVES:

The City Council may choose not to enter into this Cooperative Fire Protection Agreement with the Bureau of Land Management.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

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

Discussion:

There is no fiscal impact associated with the approval of the Cooperative Fire Protection Agreement with the Bureau of Land Management. The agreement serves to formalize cooperative action that already occurs.

Attachments

USDI BLM Agreement

APP Agreement No.
BLM Agreement No.

COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
CITY OF REDLANDS
And The
USDI BUREAU OF LAND MANAGEMENT, CALIFORNIA DESERT DISTRICT

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the City of Redlands, hereinafter referred to as "the City", and the USDI, Bureau of Land Management, California Desert District, hereinafter referred to as the "BLM," under the authority and provisions of: Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a),

I. PURPOSE

The purpose of this Agreement is to provide for cooperation in the prevention, detection, and suppression of wildland fires within the protection areas of parties' signatory to this Agreement. This Agreement describes the conditions in which "mutual aid" periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Assistance by Hire" on a reimbursable basis.

This Agreement provides for cooperation only in wildland fire management activities on lands managed by the City of Redlands boundaries. The BLM shall not respond to structure fires, vehicle fires or traffic accidents in lieu of the City. The BLM, as available, can respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents. Any requests for Redlands resources to respond to incidents outside of the City of Redlands will be through the California Fire Assistance Agreement (CFAA) or another agreement.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The BLM has the responsibility for prevention, protection, and suppression of wildland fires on Federal administered lands, and on adjacent or intermingled State and private forested lands as identified through the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA).

The City of Redlands has the responsibility for prevention, protection, and suppression of wildland fires on private lands, structure fires and other non-wildland fires within the established city boundaries. These structures and lands protected by Redlands are intermingled or adjacent to lands protected by the BLM.

Therefore, it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility. It is also mutually advantageous for both parties to provide support and participate in non-fire emergencies. Federal resources may be requested to respond to non-wildland fire emergencies but will only provide assistance commensurate with the policies and training of the responding personnel and equipment.

Nothing in this Agreement shall be considered as obligating the parties to this Agreement to expend funds.

III. EXHIBITS

The following Exhibits are hereby incorporated into this agreement: Operating Plan, Resource Lists, Special Management Areas, Agencies Frequencies and Agencies Contact Lists. Except for the Operating Plan, exhibits to this Agreement maybe revised upon the mutual agreement of the parties, and the latest revision will automatically be incorporated into this Agreement.

If there are any conflicts between the Agreement and an exhibit, the Agreement takes precedence.

IV. OPERATING PLANS

The parties will meet annually, prior to the initiation of fire season, to review and update, if necessary, the Operating Plan (OP). This OP will include protection area maps/links for all parties, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This OP, as it may be updated from time to time, shall become attached to and made a part of this Agreement. See the attached exhibits hereto and incorporated herein by reference.

V. GENERAL PROVISIONS

1. **RECIPROCAL FIRE PROTECTION (MUTUAL AID)** As deemed appropriate, the parties will include within the OP reciprocal Initial Attack response areas for lands of intermingled or adjoining protection responsibilities. Within such areas the Supporting Party will, upon request or voluntarily, take Initial Attack action in support of the Protecting Party. The Protecting Party will not be required to reimburse the Supporting Party for Initial Attack actions taking place in these areas within the first **12** hours following initial dispatch of suppression resources. All assistance beyond this Mutual Aid period will be Assistance by Hire (ABH) and will be billed retroactively for the full period from the time of initial dispatch. Reciprocal initial attack will follow the guidelines specified in the current OP.

2. **REQUESTED ASSISTANCE** Outside Initial Attack areas, when requested by the Protecting Party, the Supporting Party will, within their capability, provide initial action to mitigate the incident or other support on wildland fires. Such requested assistance is reimbursable.

3. **ASSISTANCE BY HIRE** Assistance by Hire (ABH) is the provision of fire suppression resources, by one to another, on a reimbursement basis. All requests for ABH must be clear and precise and shall be processed and recorded through the dispatching systems of the Parties. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies, or services provided by the Supporting Party and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as ABH.

   Except for Mutual Aid, all requests for fire suppression assistance in either party's Direct Protection Area (DPA) shall be ABH. Any other resources provided by the Supporting Party, and not specifically ordered by the Protecting Party, shall be considered a voluntary contribution, and not reimbursed under the terms of this agreement.

   This Agreement only covers BLM requests for ABH for those lands protected or managed by the City of Redlands. Any request by other Federal Agencies for Redlands resources must be processed through the CFAA or some other local agreement.

4. **INDEPENDENT ACTION** Except as otherwise described in the OP, any party on its own initiative and without reimbursement may go upon lands protected by the other party to suppress wildfires, if the fire is a threat to property within that party's protection responsibility. In such instances, the party who takes the action will promptly notify the Protecting Party.

   If either party takes Initial Attack action on a fire independently, the Supporting Party will furnish the Protecting Party a preliminary report (oral) of the action taken through the Emergency Command Centers as soon as possible.

5. **CLOSEST FORCES** The parties agree to aggressively pursue Initial Attack plans that utilize "Closest Forces Concept" wherever appropriate, and to identify preplanned Initial Attack areas within their respective protection responsibility areas. This philosophy dictates that the closest available resources, regardless of agency, shall be utilized initially. The emphasis to get the closest resources to respond to initial attack fires is in the best interest of all parties.

6. **NOTIFICATIONS** Each party will promptly notify the Protecting Party of fires burning on or threatening lands for which that party has protection responsibility. When performing Initial Attack actions, the Supporting Party will, as soon as possible, notify the Protecting Party in accordance with the OP; detailing what equipment and personnel have been dispatched to the incident location.

7. **BOUNDARY LINE FIRES** Both parties shall have responsibility for Initial Attack in the case of a Boundary Fire. Neither party will assume the other is aware of the fire or is taking action. The officer-in-charge who arrives first at the boundary line fire will act as Incident Commander. When both parties have arrived, they will mutually agree to the designation of the Incident Commander or the initiation of a Unified Command structure.

8. **COST SHARING** On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the parties will jointly develop and execute a written cost share agreement which describes a fair distribution of financial responsibilities. Billing timeframes are dictated by the cost share agreement. These timeframes supersede the billing timelines identified in Clause 17.

9. **COMMUNICATION SYSTEMS** The parties agree to share the use of communication systems, radios and radio frequencies for the implementation of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each party and documented in an Exhibit attached hereto and incorporated herein by reference.

10. **FACILITIES, EQUIPMENT AND SUPPORT** The parties may procure, loan, lease, share or exchange facilities, equipment, and support services. This may include, but is not limited to, such things as dispatch centers, training facilities, administrative offices, fire stations, air attack bases, lookouts, warehouses, vehicles, fire equipment, remote automated weather stations, lightning "detection" equipment and communications equipment. The OP may outline conditions for specific situations. Whenever it has been mutually agreed, fees for such use, as might be found in special use permits or other similar documents, may be waived. Any operational costs required for such proposed use may be shared and reimbursed by the using party.

11. **JOINT PROJECTS** The parties may jointly conduct appropriate mutual interest projects to maintain or improve the fire protection capability of the parties. Such projects will be properly documented in a Supplemental Project Agreement signed by each party prior to starting the project, which agreement shall include an explanation of the objectives of each undertaking and the role each party will play in accomplishing that objective. Any shared cost or reimbursements will be governed in accordance with the Supplemental Project Agreement.

12. **REPLACEMENT OF FIRE SUPPLIES** Replacement of Party-owned supplies that are lost, damaged, or expended may be re-supplied at the incident prior to demobilization and according to established procedures. Items not available at the incident and that have been approved for replacement by the incident will be documented and an "S" number will be issued to authorize replacement after the resource leaves the incident.

    The following items are not reimbursable in the execution of this Agreement and are considered standard personal support supply/equipment.

    a) Incident position support kits
    b) Calculators
    c) Computers
    d) Printers
    e) GPS units
    f) Cell phones costs
    g) Personal telephone charges
    h) Support items normally available in Supply Unit, e.g., tents, sleeping bags, pads, water coolers, etc.

13. **PRESERVATION OF EVIDENCE** Both parties will take action to protect and preserve the fire origin area and evidence pertaining to the fire cause. Both parties will notify the other party when they have located and secured the fire origin. Both parties agree to share information during the investigation in cases of cost recovery/trespass when the fire is caused by a third party.

14. **TRAINING** The parties will cooperate to ensure that jointly provided training will produce, maintain, or enhance safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Each party will bear the cost of training for their respective employees unless specifically addressed in the OP.

15. **FIRE TRAINING CENTERS** The parties agree to reimburse (or bill) for fire training rendered at training center(s). Billing and reimbursement procedures for this training will use the process identified at the respective fire training facility. Reimbursement and billing arrangements for the rent of either party's training facilities is also considered part of this Agreement and billings will also be processed as identified by each training facility. Currently, neither party has a training center.

16. **INDIRECT COST RATES** Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program, or output, but are distributed among many benefiting activities. Often, they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities, such as procurement, personnel, accounting, and so forth. Direct charging of these costs, however, may be appropriate if they can be specifically identified to a project or program and the nature of the work performed creates a unique need or requires an extensive amount of support.

    The parties agree to the following:

    1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de Minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first $25,000 of each contract.

       For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and
       MTDC.

       The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.

       Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

17. **BILLING PROCEDURES** The Supporting Party will bill the Protecting Party for actual costs incurred for ABH. Reimbursements will be limited to the provisions of the Agreement and the applicable OP and will be authorized on the resource order or other documentation produced by the incident.

    Reimbursable costs may include transportation, salary, overtime, per diem and other approved expenses of Supporting Party personnel.

    Parties shall submit a bill within 90 days of the incident being declared out (i.e., the fire being controlled).

    Parties must use their own invoice form for billing under this Agreement to avoid any confusion with other services that may have been ordered under other agreements.

    Invoices must identify Supporting Party's name, address, UEI number, fire name, order and request number, and bill number and amount. Invoice supporting documentation must include description of services performed, period of services performed, and any applicable cost share agreements. Supporting documentation will itemize details of billing, listing personnel, equipment, travel and per diem, aircraft, supplies and purchases as approved in the attached OP. It will also include itemized deductions for maintenance and repair of equipment.

    Invoices for services under this agreement must be sent to:

Bureau of Land Management	City of Redlands
BUREAU OF LAND MANAGEMENT Email: BLM_CA_Fire_Payments@blm.gov	**CITY OF REDLANDS** Email: Accountspayable@cityofredlands.org

    All bills will have a payment due date 60 days upon receipt.

    Contested Billings: Written notice that a bill is contested will be e-mailed to the party within 60 days of receipt of the invoice and will fully explain the contested items. Contested items should be resolved no later than 60 days following receipt of the written notice. Parties are responsible for facilitating resolution of contested billings.

18. **FIRE PREVENTION** Parties may agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses, and the like. Parties may share responsibility for fire prevention and rural fire safety presentations and demonstrations.

19. **FIRE RESTRICTIONS AND CLOSURES** Parties will notify each other of any restrictions or closures in or near each other's protection areas.

20. **PRESCRIBED FIRE AND FUELS MANAGEMENT** Parties will keep each other informed of Prescribed Fire operations when near the other Party's protection areas.

21. **NATIONAL EMERGENCIES** Parties to this Agreement may respond upon request to National declared emergencies provided there are no statutory prohibitions against such use. Any requests for Redlands resources outside of the City of Redlands will be through the CFAA or another agreement.

22. **EMPLOYMENT POLICY** Employees of the parties to this Agreement shall always be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

23. **EXAMINATION OF RECORDS** Each party shall give the other, or their authorized representative, access to, and the right to examine all records, books, papers, and documents related to this Agreement as provided by the Freedom of Information Act (FOIA) and Privacy Act. Parties shall retain and make supporting documents available for a period of 7 years after final payment.

24. **FUNDING LIMITATION** Nothing herein shall be considered as obligating either party to expend, or as involving either in any contract or other obligation for the future payment of, money in excess of funding approved and made available for payment under this Agreement and any modification thereto.

25. **NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM** Parties to this Agreement will operate under the concepts defined in the National Interagency Incident Management System (NIMS) including Incident Command System (ICS), qualifications system, certification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

26. **FIREFIGHTER & OVERHEAD QUALIFICATIONS** The BLM agrees to send qualified personnel who meet all position requirements specified in PMS-310-1 to any Redlands incident. Redlands agrees to send qualified personnel who meet the training and qualification standards specified by Redlands policies.

27. **PERSONAL PROTECTIVE EQUIPMENT** The parties agree to provide their respective responding personnel with approved personal protective equipment (PPE) suitable for the assignment. In the case of Federal Agency resources, NFPA standards apply in wildland fire situations. In the case of resources NFPA or CAL OSHA, title 8 specifications meet the requirement. At no time will personnel respond without the approved PPE.

28. **LAW ENFORCEMENT** The parties shall render mutual assistance in law enforcement activities pertaining to wildfire investigations and the gathering of evidence, and in actual court prosecutions to the fullest extent practicable. Law enforcement efforts shall be coordinated to the maximum extent possible, at all levels by all parties.

29. **EQUIPMENT** The party that owns the equipment is responsible for the operation, service, and repair of such equipment. Notwithstanding the general waiver of claims against each other, the Protecting Party shall pay or reimburse for damage in excess of normal wear and tear, and shall replace or reimburse items lost or destroyed, except for damages occurring as a result of negligence by the Supporting Party. Special rates for Federal Excess Personal Property (FEPP) equipment will be displayed in the rate schedules, which eliminate any purchase or replacement costs for the apparatus.

30. **RECIPROCAL FIRE WAIVER OF CLAIMS** Except as expressly set forth in Section 12, Parties to this agreement shall each be responsible for their own losses arising out of the performance of this agreement, and
each party hereby waives any claim against any other party for compensation for any loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of performance of this agreement; provided, this provision shall not relieve any party from responsibility for claims from third parties for losses for which the party is otherwise legally liable.

31. **NONDISCRIMINATION** Parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

32. **ACCIDENT INVESTIGATIONS** Whenever an accident occurs involving the equipment or personnel of a Supporting Party, the Protecting Party shall take immediate steps to notify the Supporting Party that an accident has occurred. As soon as practical, the Protecting Party shall initiate an investigation of the accident. A team made up of appropriate representatives from all affected agencies shall conduct the investigation. Costs for investigation personnel are party-specific and will be borne by the Sending Party. Other accident or incident investigation costs are the fiscal responsibility of the party(ies) that has jurisdiction and/or investigative responsibility. The sharing of information between parties on accident investigations and their findings and probable causes is a valuable tool for safety and must be encouraged.

33. **FREEDOM OF INFORMATION ACT (FOIA)** Any information furnished to the Federal Agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

34. **UNIQUE ENTITY ID NUMBER** The City shall furnish their Unique Entity ID (UEI) number upon execution of this agreement. The UEI was previously known as the Dunn and Bradstreet Number (DUN). You may obtain a UEI number by visiting www.sam.gov.

35. **ELECTRONIC FUNDS TRANSFER (EFT)** The City shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested, and payments received by check by certifying in writing that one of the following situations apply:

    1. The payment recipient does not have an account at a financial institution.
    2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
    3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

    To receive EFT payments, the recipient/cooperator shall register in the System for Award Management (SAM). The City of Redlands may register by going to www.sam.gov and follow the instructions provided online. For assistance, contact the SAM User Help by contacting the supporting Federal Service Desk at (866) 606-8220 or www.fsd.gov .

36. **PREVIOUS AGREEMENTS CANCELED** This Agreement supersedes and cancels any prior Cooperative Fire Protection Agreement between the parties.

37. **TERMINATION** Both parties retain the right to terminate their participation under this Agreement by providing 30 days written notice to the other party.

38. **MODIFICATIONS** Within the scope of the instrument must be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The parties are not obligated to fund any changes not properly approved in advance.

39. **COMMENCEMENT/EXPIRATION DATE** This instrument is executed as of the date of last signature and is effective for five years from that date, at which time it will expire unless extended.

    If this agreement expires during an incident, the terms of this agreement will apply until the end of the incident. The parties must execute a written modification within 30 days following the incident to properly document the time extension.

40. **POSSESSION OF AGREEMENT AND OP ON INCIDENTS** On incidents, the Supporting Party shall furnish the Protecting Party, upon demand, a signed copy of this Agreement and current OP.

41. **ALTERNATE DISPUTE RESOLUTION** The parties agree to cooperate in good faith to resolve disputes informally. In the event of any issue(s) under this agreement that cannot be resolved, the parties can provide a written notice of dispute to their respective agency's next level for review and resolution. The written notice must include:
    a. An explanation of the reason for the dispute, including relevant facts; and
    b. Citation to the relevant provision(s) of the agreement; and
    c. Copies of supporting documents, if any; and

d. The desired outcome or remedy sought from the responding party.

42. **PRINCIPAL CONTACTS**. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal City of Redlands Contacts:

Redlands Fire Program Contact	Redlands Fire Administrative Contact
Name: Rich Sessler, Fire Chief Address: 35 Cajon Street, Suite 12, Redlands, CA 92373 Telephone: 909-798-7600 Email: Rsessler@confire.org	Name: Bruni Reyes Address: 35 Cajon Street, Suite 12, Redlands CA 92373 Telephone: 909-798-7695 Email: Breyes@confire.org

Principal BLM California Desert District Office Contacts:

Bureau of Land Management Contact	Bureau of Land Management Administrative Contact
Paul Gibbs, Fire Chief CA Desert District 4955 Canyon Crest Drive Riverside, CA 92507 Telephone: 951-903-4135 Email: pgibbs@blm.gov	Sandra Nieman, Incident Business Specialist 1201 Bird Center Drive Palm Springs, CA 92262 Telephone: 909-665-2490 FAX: 951-697-5299 Email: snieman@blm.gov
	Alternate Administrative Contact: Vanessa Kobilis, State Fire Business Analyst 2800 Cottage Way, Ste W-1623 Sacramento, CA 95825 Telephone: 916-978-4446 FAX: 916-978-4438 Email: vkobilis@blm.gov

43. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

APPROVAL:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below:

RICH SESSLER, Fire Chief City of Redlands Fire Department	Date
MICHELL LYNCH, District Manager U.S. Bureau of Land Management, California Desert District	Date

The authority and format of this instrument have been reviewed and approved for signature.

VANESSA KOBILIS, BLM STATE FIRE BUSINESS ANALYST Date

EXHIBIT A

COOPERATIVE FIRE PROTECTION AGREEMENT OPERATING PLAN

I. IDENTIFICATION

This Operating Plan ("OP") is between City of Redlands ("Redlands") and the United States Department of the Interior Bureau of Land Management ("BLM"), California Desert District, sometimes referred to herein as the "parties" or "agencies." Undefined terms shall have the same meaning as that set forth by the parties in the Cooperative Fire Protection Agreement and Stafford Act Response Agreement.

II. AUTHORITY

This Operating Plan is required by the local Cooperative Fire Protection Agreement ("CFPA"), referred to herein as the Agreement, between Redlands and the Bureau of Land Management. This plan shall be attached to and become part of the Agreement upon signature of all the parties and should be reviewed annually.

III. PURPOSE

This Operating Plan provides the officers and employees of the parties with guidelines and information necessary to properly execute the terms of the Agreement.

IV. DELINEATION AND DESCRIPTION OF FIRE PROTECTION ELEMENTS

The Direct Protection Areas ("DPA") of the following protection units are covered by this plan:

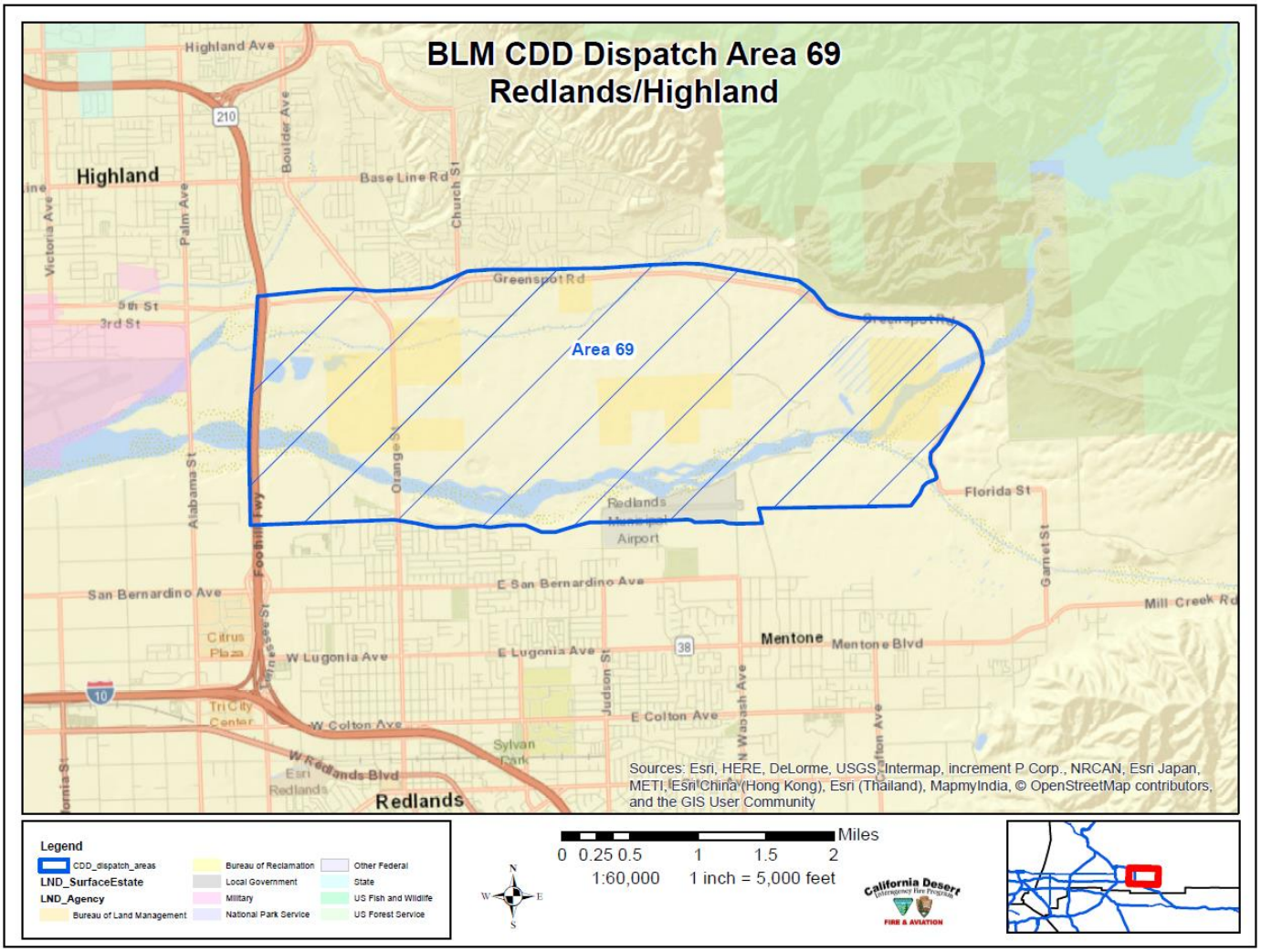
- **City of Redlands**
- **United States Department of the Interior – Bureau of Land Management**
  California Desert District

A. **Direct Protection Area Boundaries**:

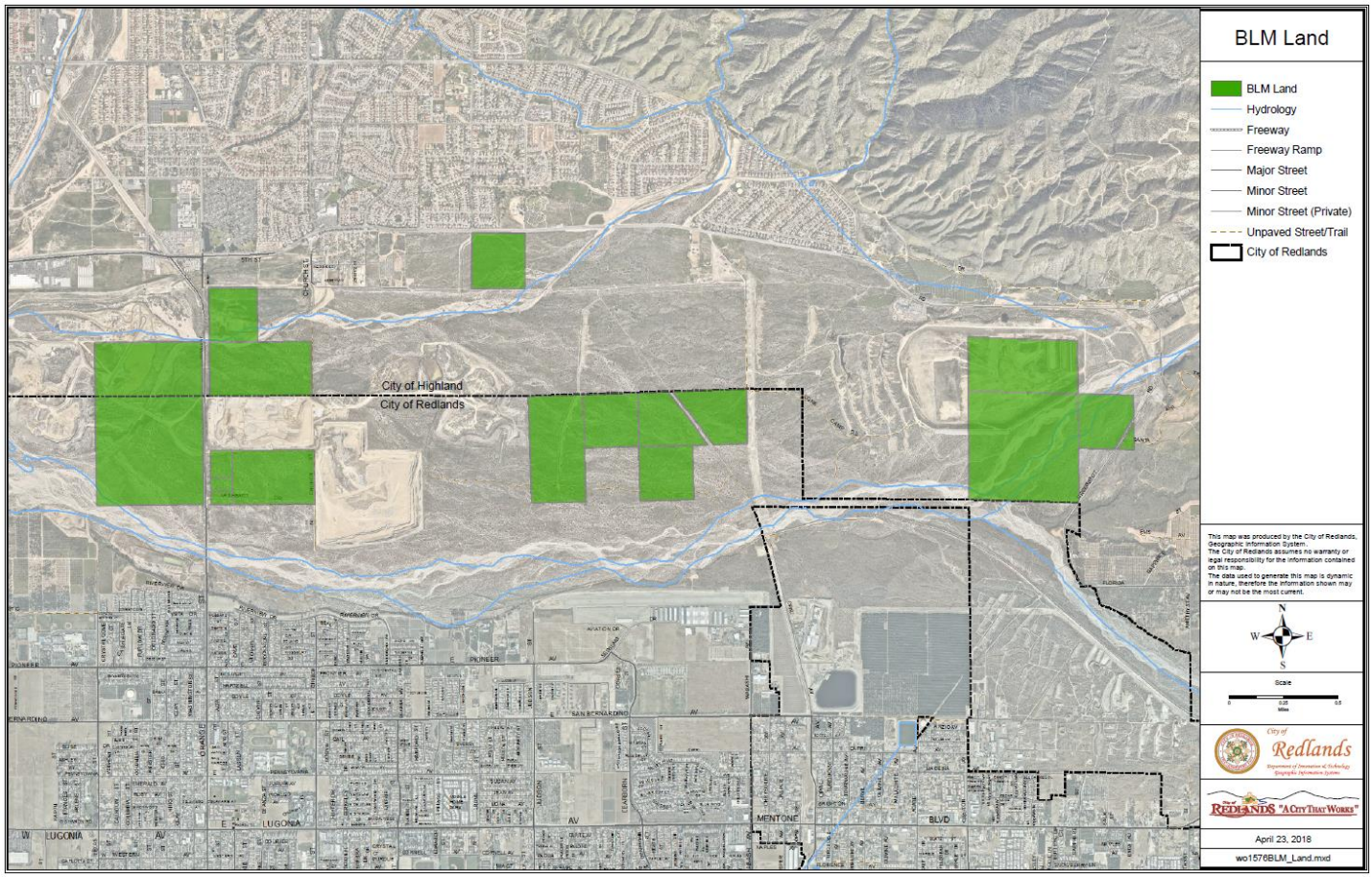
Boundaries will be delineated on a GIS layer. Link to the DPA maps:

http://www.arcgis.com/apps/View/index.html?appid=1484ce1c5824487da50f24b0369e9247

The First map below identifies Area 69 Redlands/Highland area.



The second map below identifies the BLM managed lands (yellow parcels) within the City of Redlands and surrounding area.



DPA boundaries will be reevaluated annually. When the need to change the DPA boundary is identified, the Protecting Party will notify the Supporting Party of the need for a change in writing by email or letter.

B. **Reciprocal Fire Protection (Mutual Aid) and Closest Forces Concept:**

Protection units shall coordinate their Initial Attack ("IA") response by utilizing the "closest forces" to each planned response area, agreeing to which resources will be automatically dispatched, and entering that planned response in that party's individual dispatch database. All resources except aircraft listed in the initial attack planned response will be "Mutual Aid" for up to 12 hours from the time of initial dispatch. All other ordered resources will be Assistance by Hire. "Mutual Aid" periods, during which the Parties provide resources to each other on a non-refundable basis, carries the same meaning as that set forth in the Agreement.

C. **Move-up and Cover**:

If agreed to by the Supporting Party unit, fire engines may be used for move-up and cover assignments on a Mutual Aid basis. Otherwise, move-up and cover assignments will be on Assistance-By-Hire basis. Move-up and cover resources may be ordered directly between the Parties to this OP.

Move up and cover resources provided by the **Bureau of Land Management** are limited to wildland fire response, where vegetation is the primary fuel. BLM will not supplant local government responsibilities, or routinely serve as the primary emergency response to non-wildland fire emergencies (for example, medical aids, HAZMAT, automobile accidents, water rescue, and so forth). The Protecting Party may provide vehicle fuel, minor maintenance, and lodging at no cost to the Supporting Party, who is coming to the aid of the Protecting Party.

D. **Special Management Considerations**:

"Special Management Areas" where restrictions on normal suppression methods apply include such areas as Federal Wilderness Areas, Wilderness Study Areas, Federal Wild and Scenic Rivers, Areas of Critical Environmental Concern, Designated Critical Habitat for Threatened and Endangered Species, sensitive cultural sites, botanical areas and areas with naturally occurring asbestos. In most of these areas, the use of dozers for fireline construction is the most impacting action and should be avoided, except in situations where life and property are directly threatened. The use of dozers in Wilderness and/or Wilderness Study Areas requires authorization from the authorized Federal Agency Administrator prior to use.

It is essential to request an Agency Administrator Representative/Agency Representative and Resource Advisor from the jurisdictional agency to advise the supporting agency regarding specific modified suppression necessary in these areas. Specific objectives for protection of sensitive resources will be included in Wildland Fire Decision Support System (WFDSS) analyses and the Incident Commander will incorporate special management considerations into the incident planning process.

A list and map of Special Management Areas is included in Exhibits E1-E4. The Jurisdictional Agency will provide necessary instructions for suppression and other wildland fire management actions in a supplement to this Operating Plan. The supplement and more detailed maps of Special Management Areas will be provided to all command centers and to appropriate local suppression units.

The Jurisdictional Agency will provide necessary instructions for fire management actions in a supplement to this Operating Plan for the following areas as applicable:

1. Wilderness Areas
2. Wild and Scenic Rivers
3. Research Natural Areas
4. Wilderness Study Areas
5. Cultural and Archeological Sites

6. Roadless Areas
7. Communities/Structures
8. Threatened and Endangered Species
9. State Parks with SRA located within Federal DPA
10. Other areas identified in land management planning documents or otherwise requiring special procedures.

E. **Non-Wildland Fire Emergencies:**

When Redlands resources are covering a federal station, they may be dispatched to structure or other fires, medical aid calls, or other emergency incidents.

Federal resources may be requested to respond to non-wildland fire emergencies but will only provide assistance commensurate with the policies and training of the responding personnel and equipment. Redlands shall notify the Federal Interagency Communication Center (FICC) of all Non-Wildland Fire Emergencies occurring on Federal Lands and provide necessary information required for agency reporting requirements.

F. **Wildfire Suppression Activity Damage Repair:**

Repair of suppression activity damage (e.g., spreading of dozer berms, installation of water bars, minor road repairs, etc.) will normally be done by the agency with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Protecting and Jurisdictional Agencies may develop written suppression repair plans (refer to addenda). Suppression repair work should occur with oversight from Resource Advisors.

Specialized equipment may be needed to complete necessary erosion control work, especially in highly erodible soils. Protecting Party will order proper equipment needed to repair damage such as excavators or masticators. In extraordinary circumstances, such as excessively wide dozer lines, excessive slopes, or significant damage in highly sensitive areas, additional efforts may be needed, e.g. providing adequate ground cover (pulling brush back over lines or spreading rice straw). Any rehabilitation beyond the level described herein is the responsibility of the landowner.

G. **Suppression Policy:**

For all fires within Federal Direct Protection Areas and on Federal lands, the basic Initial Attack objective will be to control the fire at 10 acres or less. If the objectives are determined by a Federal Agency (for FRA) to be different than the objective for the surrounding area, the area shall be considered a Special Management Area (see Section D above).

V. FIRE PROTECTION ORGANIZATION

See Exhibits C and D

Both protection units will, to the extent possible, provide fire prevention programs and enforcement as necessary to adequately address the fire problem in their Direct Protection Areas. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.

VI. QUALIFICATIONS/MINIMUM REQUIREMENTS:

All agencies (federal, state, local and tribal) accept each other's standards for personnel qualifications.

VII. MAPS

The latest Federal agency map indicating land ownership will be used to display the information required in this Operating Plan. Maps will be kept on file in the headquarters office of each protection unit. The following items shall be shown on each map according to the attached standard legend:

A. Protection Boundary (DPA) and Mutual Threat Zones (MTZ's)
B. Protection Unit Facilities
C. Administrative Boundaries
D. Special Management Areas with approved suppression plans.

VIII. OPERATING PROCEDURES

A. Notification and Reports:

Notification of fires burning or threatening the lands of another agency will immediately be made by the Protecting Party once the location of the fire is verified by calling the 24-hour phone number shown in Exhibit H.

B. Mutual Dispatch Area Revisions or Establishment of IA dispatch needs:

The preplanned Initial Attack responses will be reviewed annually prior to fire season and revised as necessary to assure immediate coordinated response of the closest available resources for Initial Attack. Dispatch levels will be determined using the most recently calculated level of the Protecting Party.

C. Joint Response Coordination:

In joint response or boundary fire situations, these guidelines should be followed to coordinate Initial Attack response between the agency's signatory to this operating plan:

1. The unit receiving the first report of the incident will immediately notify the other agency, giving:

a) Response area designator
b) Descriptive location
c) Legal location, or latitude and longitude
d) Aircraft radio frequency and contact
e) Ground radio frequency and contact
f) Responding resources

2. Each agency will dispatch its closest available resources according to the preplanned response criteria. Dispatchers of cooperating protection units should keep each other advised of the status of initial attack resources.

3. Any additional information obtained about the fire will be immediately shared with the other agency.

4. Once the location/jurisdiction is determined, affected agencies will go into unified command and the protecting agency with the greatest threat will become the Unified Ordering Point. If resources are needed from the Supporting Party, those resources may be kept by placing them on the Protecting Party's Order Number.

D. **Boundary Fires:**

The first arriving officer of the responding agency is responsible for immediately determining the exact location and jurisdiction of the incident. Once the location is determined and it is safe to do so the protecting agency(cies) will take over coordination. The Agency with DPA responsibility may use or return the incoming resources of the other agencies. Fires in areas of Mutual Threat will be determined by the MTZ Maps and responding Chief Officer(s). The following guidelines apply to initial attack, extended attack, or major fire situations:

1. Unified Command: A Unified Command organization will be implemented on all boundary fires. While in unified command, the Agency Administrators and/or Incident Commanders of the involved agencies shall mutually agree upon fire objectives, strategies, commitment of agency resources, priorities, and establishment of a Unified Ordering Point.

   When any agency operating on a Unified Command incident decides to change command and/or staff personnel it will inform and coordinate this action with all other agencies.

   If it is determined that the fire is confined to the DPA of Redlands or the BLM, the protecting agency will designate an Incident Commander. If necessary, the protecting agency may request the supporting agency to assume command of the fire.

   Agencies in Unified Command must collocate at the Incident Command Post.

2. Incident Information: Incident information requests are to be referred to the protecting agency for single responsibility incidents. For joint responsibility incidents, appropriate unit line officers will jointly determine the need and procedures for operation of joint incident information centers. The participating agencies will attempt to reach agreement on origin and cause before release of fire cause information, or initiation of civil or criminal actions.

E. **Assistance by hire and resource order process beyond IA:**

All requests for fire suppression resources must be clear and precise (i.e. state the numbers and types of resources needed, the nature of the assignment, and the urgency of need), and processed and recorded through appropriate channels. Preplanned initial attack ordering will be as per Section IV above.

1. **Aircraft Use:**

Aircraft will be assistance by hire.

2. **Handcrews and Dozers:**

Handcrews and Dozers will be assistance by hire.

F. **Agency Representatives/Agency Administrator Representatives:**

It is mutually agreed that any agency providing resources may, at its own discretion, request an agency representative who will be ordered and paid for by the protecting agency. Any support staff required by an agency representative will be mutually agreed to and ordered by the protecting agency or will be considered a voluntary contribution.

An agency with jurisdictional interest, but not providing resources may, at its discretion, send an agency administrator representative who will be considered a voluntary contribution.

G. **Interagency Sharing of Communications Systems and Frequencies:**

A Cooperative Radio Frequency Plan specifying the radio frequencies available for shared use and any appropriate guidelines or restrictions for such use are attached as Exhibit F. Each responsible dispatch office shall retain control of, police the use of, and allocate frequency use as necessary.

In mutual aid situations, a common designated radio frequency identified in the OP should be used for incident communications. All incident resources should utilize and monitor this frequency for incident information, tactical use, and changes in weather conditions or other emergency situations. See Exhibit F for frequency list.

H. **Move-up and Cover Stations:**

1. A “Cover Crew Guide” will be available at each fire station facility and contain enough information to allow a cover engine to provide Mutual Aid if called upon.

2. There may be times when cooperators are involved in emergency operations and unable to provide mutual aid. In this case other cooperators may be contacted for assistance.

I. **Shared Equipment Facilities and Services:**

Authorization and conditions for the use of shared equipment, facilities, or services will be jointly developed according to the provisions of the Agreement.

J. **Wildland Fire Decision Support System:**

Wildland Fire Decision Support System (WFDSS) entry is required whenever a wildland fire is on or threatening federal lands if a fire exceeds initial attack or is being managed for multiple objectives including resource benefit. It is the responsibility of the appropriate federal line officer/manager to ensure inclusion of all federal partners affected (or designee) to complete and document the WFDSS decision. A BLM Agency Administrator needs to be assigned in WFDSS if BLM management lands are within the WFDSS planning area of another agency. It is the responsibility of the Incident Commander (or designee) to participate in the WFDSS decision process and to develop an achievable WFDSS decision, and to use the WFDSS decision in developing the Incident Action Plan. The final responsibility for implementation of safe appropriate strategy and tactics rests with the Incident Commander. https://wfdss.usgs.gov/WfdssApp/faces/facelets/login/WFDSSLogin.xhtml

K. **Post-Incident Action Analysis:**

Upon the request of a Fire Chief or Designee, a post-incident action analysis (critique) will be initiated for any fire escaping initial attack to obtain information that may enhance the administration of the Agreement or this Operating Plan. Any such critique should involve members of the incident command and general staffs, and officers from each involved protection and jurisdictional unit. The appropriate next higher-level office of each agency may also be invited to participate in or facilitate the critique. Any critique, upon completion, will be shared between the Parties.

L. **Reimbursement and Compensation**

1. Refer to the Agreement

IX. FIRE PREVENTION ACTIVITIES

A. **General Cooperative Activities:**

All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address the fire situations in their Direct Protection Areas. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.

B. **Information and Education:**

1. Fire Danger Operations: The protection units will advise each other of increased fire danger and will coordinate activities, including patrols, as necessary to avoid any duplication of effort or public confusion.

2. Smokey Bear Program: Protection units should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas as well as areas close to the boundaries.

3. Local Educational Program: The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies especially in direct protection areas.

4. Fire Prevention Signs: Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending of mixed messages. This is especially important for fire danger rating signs.

C. **Engineering:**

1. Railroads and Utilities: Where railroad or utility lines cross the protection boundary, the adjacent protection units should coordinate their inspections and contacts with the companies to achieve consistency in application of laws and regulations whenever possible.

D. **Enforcement:**

1. Burning and Campfire Permits:

   a. Only Federal personnel will issue permits, when required, for project burning (other burning) on Federal lands.

   b. Redlands personnel may issue California Campfire permits on BLM managed lands.

   c. BLM and Redlands officers issuing burn permits on their own jurisdiction should solicit the cooperative participation of a representative of the other agency whenever appropriate.

2. Restrictions and Closures: When any party plans, activates, or deactivates any suspension, closure, or restriction, the adjacent protection unit(s) will be notified, and a copy of the notice promptly provided. BLM restrictions and closures will not affect City, private, BIA or SRA lands.

3. Fire Origin and Cause Determinations: Authorized Federal agency personnel may conduct an origin and cause determination of any wildfire originating in Federal DPA. Redlands agency personnel may conduct an origin and cause determination of any wildfire originating in City DPA. Agency personnel (administrators) may decide that a joint investigation under Unified Command is appropriate. After consulting with each other, authorized Agency administrators will determine whether the agency with original jurisdiction needs to assume the full responsibility for the overall investigation.

X. GENERAL PROVISIONS

A. **Periodic Reviews:**

If collocated, both Agencies will make their facilities available to the other Agency at least one day during the fire season for an on-the-ground inspection of the operations under this plan. Parties shall provide at least ten (10) calendar days' notice before their planned on-the-ground inspection.

B. **Updating of Plan:**

Both Agencies should meet at least annually by June 15, or as soon as reasonably practicable, to review the Operating Plan and Exhibits. These documents will be updated, as necessary.

C. **Public Information:**

Both Agencies will attempt to provide only current, accurate information on their own activities to the public or media, to refer inquiries to the appropriate agency, or to develop a joint response when the topic relates to cooperative efforts under this Operating Plan.

D. **Budget Changes:**

If during the effective period of this Operating Plan any unit receives a budget change (increase or decrease) that could significantly modify the provisions of this plan, a revision to the plan will be jointly negotiated.

E. **Changes During the Year:**

Any long-term change in the fire protection organizations which will directly affect the protection level of lands assigned to the direct protection of another unit under this Operating Plan must be agreed to in advance by the affected agencies. Discussions of potential changes should be initiated at the protection unit level and then referred to the next higher organizational level for approval or resolution.

F. **Agency Reviews and Investigations:**

1. The BLM will follow the Interagency Standards for Fire and Aviation Operations for Agency reviews and investigations.
2. Redlands will follow their agency policies & procedures and cooperate with federal agencies whenever possible.

G. **Information Exchange:**

To encourage the resolution of issues associated with this Agreement or this Operating Plan at the lowest possible organizational level, the Redlands Fire Chief is designated as the

primary contact for the BLM Agency Administrator and will serve as the BLM Agency Administrator Representative. If qualified (AADM), they may approve Cost Share Agreements as the acting Agency Administrator for incidents covered under this agreement.

H. **Interagency Training:**

Interagency training activities can be mutually beneficial, and units are encouraged to:

1. Participate in shared local level training at each other's facilities on an ongoing basis.
2. Allocate available slots in appropriate formalized training sessions for personnel of the other agencies.
3. Utilize instructors from the other agencies when they are available.
4. Conduct fire officer meetings, tabletop exercise and field exercises when appropriate.

XI. COOPERATING AGENCY CONTACT LISTINGS:

See Exhibits G and H

EXHIBIT B

Glossary

ADMINISTRATIVE RATE: That pre-established percentage charge that will be applied by the billing PARTY.

AIRCRAFT: Any firefighting fixed, or rotary-winged aircraft owned or contracted exclusively to Redlands or BLM.

ASSISTANCE BY HIRE: Fire suppression resources and associated support resources needed to fill the incident order that are to be reimbursed by the Protecting Party to the Supporting Party.

AVAILABLE: Following the Incident Command System protocols, the status of a firefighting resource that indicates its availability for assignment on an incident.

BACKFILLING: The act of providing cover staffing at the station or administrative site that has been vacated by the resources provided to the incident

BOUNDARY FIRE: A fire burning on or directly adjacent to the Direct Protection Boundary between Redlands and the BLM.

CLOSEST FORCES CONCEPT: The philosophy of committing the closest available appropriate resources, regardless of ownership, to a wildfire for initial response or for critical need.

COOPERATIVE FIRE PROTECTION: Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Operation Plan.

COST SHARE AGREEMENT: An interagency agreement describing the conditions and/or percentage of City and BLM financial responsibility for costs incurred as a result of jointly approved operations pursuant to the terms of this agreement.

DETECTION: The act or system of discovering and locating a fire.

DIRECT PROTECTION AREA (DPA): That area which, by law, is provided wildland fire protection by the City of Redlands or by the BLM. DPAs may include a mixture of City and BLM responsibility areas.

DIRECT PROTECTION AREA MAPS: Official maps which identify areas of direct wildland fire protection for each Party.

FEDERAL AGENCY ADMINISTRATOR: The managing officer of an agency, division thereof, or jurisdiction having statutory responsibilities for incident mitigation and management.

FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM: A program in which Federal property originally purchased for use by a Federal agency, but no longer needed by that entity, is acquired by the DOI for loan to one of the 50 States or the Territories for use in the State's rural or wildland fire protection program. As a result, the equipment stays in service to America, protecting lives and property across the nation. The term "personal" simply refers to any tangible property that is not real estate. This can include trucks, aircraft, personal protective equipment, fire hose, et cetera, but not buildings.

FIRE HELICOPTER: A rotary wing aircraft provided by Redlands or the BLM for planned availability and initial fire response.

FIRE PREVENTION: Activities directed at reducing the number of fires that start, including public education, law enforcement, dissemination of information, and the reduction of hazards through engineering methods.

FIRESCOPE (Firefighting Resources of California for Potential Emergencies): A cooperative effort involving all agencies with firefighting responsibilities in California. Organized to create and implement new applications in fire service management, technology and coordination, with an emphasis on incident command and multi-agency coordination.

HANDCREW: A wildland fire suppression crew consisting of approximately 15 to 20 persons.

HELITACK: A firefighting module consisting of a "fire helicopter", helitender, and firefighting crew. The number of personnel in the crew may vary.

HOSTING UNIT: The organization or area responsible for the incident or the area where the incident occurs.

INCIDENT: An occurrence or event, either human-caused or natural phenomenon that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

INCIDENT COMMANDER: The first company officer at the scene that is in charge of the incident and who has overall command at the scene.

INITIAL RESPONSE or INITIAL ATTACK: Resources initially committed to an incident.

JURISDICTIONAL AGENCY: The agency having overall land and resource management and/or wildland fire protection responsibility for a specific geographical or functional area as provided by federal, state or local law.

JURISDICTIONAL PARTY: The party which has overall land and resource management and/or protection responsibility as provided by law.

LINE OFFICER/AGENCY REPRESENTATIVE: A Supporting Party employee with full authority to make decisions on all matters affecting that Party's participation at the incident.

MOVE-UP AND COVER: Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial response area.

MUTUAL AID: Automatic initial response by suppression resources (excluding aircraft and pilot[s]) as for specific pre-planned initial response areas and provided at no cost to the Protecting Party for the first specified hours from the time of initial report. Mutual Aid is limited to those Initial response resources or move-up and cover assignments that have been determined to be appropriate by the Supporting Party. Aircraft (fixed and rotary-winged, including pilot[s]) shall always be Assistance by Hire, EXCEPT when the response is under a unified command and the fire threatens both local and federal jurisdictions. Fiscal responsibility for all aircraft will be determined by the ordering process, utilization and cost share agreements.

PRESCRIBED FIRE: The planned use of fire on wildlands to accomplish specific objectives including reducing fire hazard, providing flood protection, enhancing wildlife and fisheries, or improving water yields and/or air quality.

PROTECTING PARTY: The Party responsible for providing direct wildland fire protection to a given area pursuant to this agreement.

RECIPROCAL FIRE PROTECTION (MUTUAL AID): Automatic initial response by suppression resources as specified in the Operating Plan for specific pre-planned initial response areas and provided at no cost to the Protecting Party for the specified mutual aid period. Aid is limited to those resources or move-up and cover assignments that have been determined to be appropriate in the Operation Plan.

REIMBURSABLE WORK: Reinforcements exceeding reciprocal fire protection services furnished by either Party, at the request of the other, or fire protection furnished as a chargeable cooperative fire protection service

REPAIR OF SUPPRESSION ACTIVITY DAMAGE: Those activities undertaken by fire suppression forces during or immediately after the control of a wildfire to ensure the prevention of erosion or to repair other damages resulting from fire suppression activities.

RESOURCE ADVISOR (READ and/or REAF): Provides guidance during the implementation of rehabilitation activities. Identifies potential resource issues that may occur as a result of the incident or incident activities. Develops a recommended fire suppression rehabilitation plan for the agency administrator and the incident commander.

SENDING PARTY: Either the Protecting Party or the Supporting Party.

SUPPORTING PARTY: The Party directly contributing suppression, rescue, and support or service resources to the Party possessing direct fire protection responsibility for the area upon which an incident is located.

SUPPRESSION: All the work of confining and extinguishing a fire beginning with its discovery.

UNIFIED COMMAND: The organizational structure implemented on multi-jurisdictional incidents. The Parties' Incident Commanders will jointly determine incident objectives.

WILDFIRE: An unwanted fire burning uncontrolled on wildland.

WILDLAND: Lands covered wholly or in part by timber, brush, grass, grain, or other flammable vegetation.

EXHIBIT C
RESOURCES - REDLANDS FIRE DEPARTMENT

LOCATION	IDENTIFIER	ICS TYPE	STAFFING	PERIOD
Station 261 525 E. Citrus Ave Redlands, CA 92373	Medic Engine 261 Medic Truck 261 Battalion Chief OES8638	1 1 3	3 4 1 Cross staffed	12 Months
Station 262 1690 Garden Street Redlands, CA 92373	Medic Engine 262 Brush Engine 262	1 3	3 Cross staffed	12 Months
Station 263 10 W. Pennsylvania Ave. Redlands, CA 92373	Medic Engine 263 Water Tender 263 Incident Support 263	1 2	3 Cross staffed Cross staffed	12 Months
Station 264 1270 W. Park Ave. Redlands, CA 92373	Medic Engine 264 Medic Squad 264 Brush Engine264	1 3	3 2 Cross staffed	12 Months

EXHIBIT D

RESOURCES BLM CALIFORNIA DESERT INTERAGENCY FIRE PROGRAM (CDIFP)

LOCATION	IDENTIFIER	ICS TYPE	STAFFING	PERIOD
Redlands	Engine 261	1	3	12 months
	Truck 261	1	4	12 months
	Battalion Chief	1	1	12 months
	OES8638	3	Cross staffed	12 Months
	Engine 262	1	3	12 months
	Brush Engine	3	Cross staffed	12 months
	Engine 263	1	3	12 months
	Water Tender 263	2	Cross staffed	12 months
	Incident Support 263		Cross staffed	12 months
	Engine 264	1	3	12 months
	Squad 264		2	12 months
	Brush Engine	3	Cross staffed	12 months
Hole-In-Wall	Engine 7373	3	5	May-Sept.
	Engine 7374 (NPS)	3	5	May-Sept.
Salt Wells	Engine 7377	3	5	May-Sept.
Yucca Valley	Engine 7371 (NPS)	3	5	May-Sept.
	Engine 7372	3	5	May-Sept.
Olancha	Engine 7663	6	4	May-Sept.
Morongo	Engine 7370	3	5	May-Sept.
El Cajon	Patrol 7540	N/A	1	12 Months
Palm Springs	Engine 7660	6	4	12 Months
Reserve	Engine 7661	6	2	As Needed
Riverside	Patrol 7542	N/A	1	12 Months
El Centro	Patrol 7541	N/A	1	12 Months
Note: All BLM and NPS Engines are 4x4				

EXHIBIT E-1

SPECIAL MANAGEMENT AREAS BLM

Special Suppression Requirements within BLM Wilderness Areas (WAs), Wilderness Study Areas (WSAs) and Area of Critical Environmental Concern (ACEC).

This EXHIBIT to the Operating Plan of the Cooperative Fire Management Agreement is to establish suppression requirements on BLM lands managed as Wilderness Areas, Wilderness Study Areas, and Areas of Critical Environmental Concern. There are certain policy and practical differences in management of WAs, WSAs and ACECs with respect to other public land. These differences are based on the "Interim Management Policy and Guidelines for Lands under Wilderness Review" Handbook, Fire Management section. The main consideration is to eliminate surface disturbance associated with fire suppression activities. Areas of Critical Environmental Concern will be managed under the same criteria as Wilderness Areas and Wilderness Study Areas.

Attached are:

1. Special Suppression Requirements for WAs, WSAs and ACECs (Addendum E-2)
2. Wilderness Areas, Wilderness Study Areas, and Area of Critical Environmental Concern Areas (see link below.
3. Maps of WAs, WSAs and ACECs by county (see link below).

Maps:

https://nifc.maps.arcgis.com/apps/View/index.html?appid=810ab59da5e749bc88e8ae10672eb07b

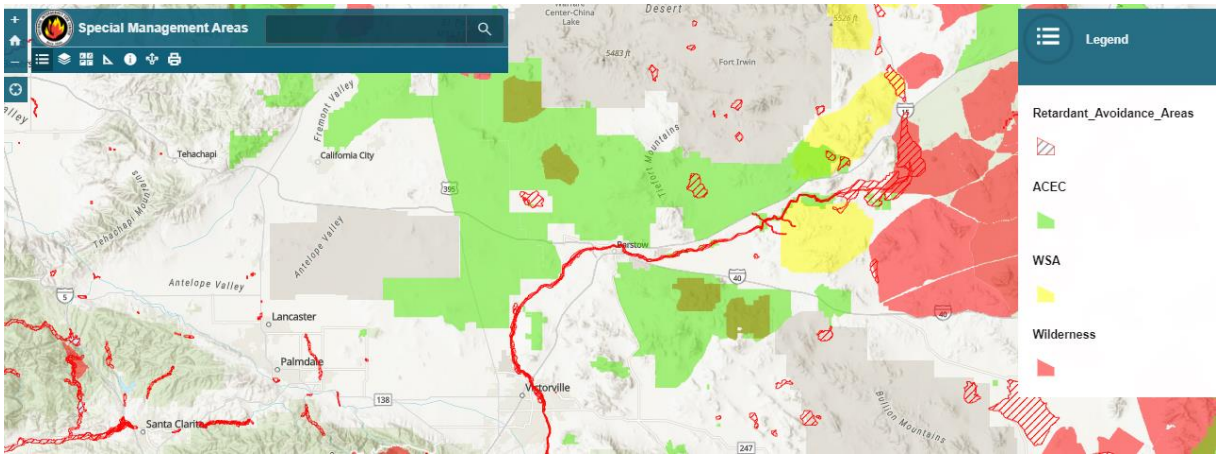

Special Management Areas
Legend
Retardant_Avoidance_Areas
ACEC
WSA
Wilderness
Tehachapi
California City
Fremont Valley
Antelope Valley
Lancaster
Palmdale
Victorville
Santa Clarita
Barstow
Fort Irwin
Bullion Mountains

EXHIBIT E-2

SPECIAL SUPPRESSION REQUIREMENTS WITHIN WILDERNESS AREAS, WILDERNESS STUDY AREAS (WSA), BLM WILDERNESS AREAS, AND AREAS OF CRITICAL ENVIRONMENTAL CONCERN (ACEC)

The lands within the California Desert District have significant value to the BLM and to the public that uses them. Many special flora and fauna species exist in a delicate balance with their environment. Human disturbances to habitat and or the individual can have dramatic consequences whether intended or not. All fire activities are based on the requirements identified in agency planning documents that exist in each of our response areas. At a minimum, the BLM Zone Fire Management Officers (Division Chief) will have a copy of the BLM fire management plan. Agency Administrators will provide additional requirements in writing or in briefings.

Special Management Areas where restrictions on normal suppression methods apply include such areas as Federal Wilderness Areas, Wilderness Study Areas, Federal Wild and Scenic Rivers, Areas of Critical Environmental Concern, habitat for Threatened and Endangered Species, sensitive cultural sites, botanical areas, and areas with naturally occurring asbestos. In most of these areas, the use of dozers for fireline construction is the most impacting action and should be avoided, except in situations where life and property are directly threatened.

It is essential to request a Resource Advisor from the jurisdictional agency to advise the protecting agency regarding specific modified suppression necessary in these areas. Specific objectives for protection of sensitive resources will be included in Wildland Fire Decision Support System (WFDSS) analyses and the Incident Commander will incorporate special management considerations into the incident planning process. In the absence of an Agency Administrator, a qualified Agency Administrator Representative will be assigned to incidents to represent the political, social, and economic issues of the Agency Administrator to the incident commander.

The jurisdictional agency will provide necessary instructions for suppression and other wildland fire management actions. To provide the best information possible, information from unit and agency specific Fire Management Plans, Land Use Plans, and Resource Management Plans will be provided as necessary. These reference documents provide agency specific guidelines concerning each Special Management Area and considerations to be taken while engaging in fire suppression/ rehabilitation activities in the identified areas, as well as maps of Special Management Areas. Maps of Special Management Areas should be provided to all command centers/dispatch centers and to appropriate local suppression units.

There are guidelines in place for "light hand on the land" and Minimum Impact Suppression Tactics (MIST) actions for fire suppression tactics in the California Desert. MIST Guidelines can be found in the IRPG.

The main consideration is to eliminate surface disturbances associated with fire suppression efforts as much as possible within BLM Wilderness, Wilderness Study Areas (WSA) and Areas of Critical Environmental Concern (ACEC). This also reduces rehabilitation costs associated with suppression activities. The BLM-managed lands near the Santa Anna Wash are in an ACEC.

Repair of suppression activity damage (e.g., spreading of dozer berms, installation of water bars, minor road repairs, etc.) will normally be done by the agency with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Any rehabilitation beyond this level is the responsibility of the landowner or jurisdictional government agency.

PRINCIPLES

1. When engaged in suppressing wildfires in wilderness, WSAs or ACECs, the following Special Suppression Requirements will be incorporated into the fire suppression action:

    a. Safety of fire-fighting personnel will receive the highest priority.
    b. All suppression actions will be carried out in a manner that least impairs wilderness values, i.e., minimum impact suppression techniques.

Any action necessary to prevent loss of life or real property may be taken, even if the action impairs wilderness values or ACEC values if such action is consistent with the values at risk and the safety of personnel.

    c. All fires in wilderness, WSAs or ACECs that are protected by a non-Interior agency will have an Interior Department Agency Representative and Resource Advisor (READ) assigned to the fire to advise the protecting agency of Interior Department laws and policies, including the Wilderness Act.
    d. Incident equipment (bulldozers/tractors) will not be used in wilderness areas or WSAs, except to prevent loss of human life or real property, or in extreme circumstances to protect specific or essential park resources, specifically authorized by the BLM State Director. Dozer use in ACECs needs approval of the Field Manager.
    e. All rubber-tired suppression vehicles will be driven on existing residual ways of passage.

f. Engines and portable pumps may be used to support fire line construction through hose lays, where possible.

g. Suppression tactics will attempt to use foam, fire-line explosives, fugitive (uncolored) retardant and other new technologies in lieu of more surface-disturbing suppression tactics.

h. Retardant will be dropped no closer than 300 feet from any wetland or riparian area.

i. Where feasible, it will be acceptable to burn out ridges, washes, other natural barriers and roads to stop the spread of fire and serve as control lines. Fire lines may tie into but not proceed through meadows, spring areas, riparian zones, or cultural sites.

j. Helicopters and retardant aircraft may be used in initial attack and reinforcement as deemed necessary by the Incident Commander. Helicopters may be landed on existing heliports, helispots, or unimproved sites in wilderness, WSAs and ACECs.

k. Fire suppression repair requirements will be determined by the Incident Commander and the Agency Representative. Suppression repair will be determined during suppression activities while fire forces and equipment are still on incident.

2. A Wildland Fire Decision Support System (WFDSS) decision must be published for every wildfire burning BLM-managed lands that is not immediately suppressed. The WFDSS will prescribe the level of suppression action. The WFDSS may prescribe actions that range from surveillance/monitoring to full suppression. The WFDSS will be used to reconcile resource management issues as they relate to the wildfire.

3. The Agency Administrator or their delegated representative is responsible for developing and approving the WFDSS in conjunction with the Incident Commander.

4. Fire management and suppression will conform to the Fire Management Plan that is in force for the lands in question.

5. The signatories will support standardized job performance requirements and qualification for agency representatives and READs between agencies.

EXHIBIT E-3
REHABILITATION GUIDELINES FOR FEDERAL LANDS

Rehabilitation is a critical need. This need arises primarily because of the impacts associated with fire suppression and the logistics that support it. The process of constructing control lines, transport of personnel and materials, providing food and shelter for personnel, and suppression activities has a significant impact on sensitive resources regardless of the mitigating measures used. Therefore, rehabilitation must be undertaken in a timely, professional manner. During implementation, the resource advisor should be available for expert advice and support of personnel doing this work as well as quality control.

Rehabilitation Guidelines:

a. Pick up and remove all flagging, litter and equipment. Dispose of trash appropriately.
b. Clean fire pit of unburned materials and fill back in.
c. Discourage use of newly established foot trails created during the suppression effort by covering with brush, limbs, small diameter poles, and rotten logs in a naturally appearing arrangement.
d. Replace dug-out soil and/or duff, and obliterate any berms created during suppression.
e. If impacted trails have developed on slopes greater that 6%, construct water bars according to the following spacing guide:

FIRE LINE	***EROSION HAZARD RATING FOR AREA (Assume very high is not available)***			
Percent	***Low***	***Medium***	***High***	***Very High***
1-6	400 ft.	350 ft.	300 ft.	250 ft.
7-9	300 ft.	250 ft.	200 ft.	150 ft.
10-14	200 ft.	175 ft.	150 ft.	125 ft.
15-20	150 ft.	120 ft.	90 ft.	60 ft.
21-40	90 ft.	70 ft.	50 ft.	30 ft.
41-60	50 ft.	40 ft.	25 ft.	15 ft.

Dozer lines and hand lines:

A. Pull dozer berms back onto the control lines.
B. Waterbars will be constructed when needed. The table above provides recommended spacing for these structures. As a rule of thumb, construct waterbars at an angle of approximately 5 degrees greater than the slope angle.
C. Reshape the control line to match the natural contour of the terrain where major disturbance has taken place. Be sure to maintain natural drainage patterns across lines.
D. If seeding is needed, use only locally collected native seed.
E. Consider using existing seed in native topsoil displaced in dozer berms to provide future plant coverage.
F. Where soil has been exposed and compacted, such as in camps, trails, helispots, and staging areas, scarify the top 2-4 inches and spread cut brush over the barren area.
G. Where trees were cut or limbed, cut stumps flush with ground level and scatter limbs out of sight in the unburned area.
H. Remove newly cut tree boles that are visible from trails or meadows. Drag other highly visible woody debris created during the suppression effort into timbered areas and disperse. Tree boles that are too large to move should be slant cut so a minimal amount of the cut surface is exposed to view.
I. Leave tops of felled trees attached. This will appear more natural than scattering the debris.
J. Break down dams where they have been used as fill sites and return area to natural conditions. Replace any displaced rocks or stream bed material that has been moved.
K. Walk through adjacent area and evaluate your rehab effort to determine additional needs.

Source: Border Agency Fire Council - Natural Resources Protection Guidebook for Fire Management and Law Enforcement Officers, June 1998.

EXHIBIT E-4

INTERAGENCY POLICY FOR AERIAL AND GROUND DELIVERY OF WILDLAND FIRE CHEMICALS NEAR WATERWAYS AND OTHER AVOIDANCE AREA

This policy is an expansion and update for the 2000 and 2009 updated Guidelines for Aerial Delivery of all wildland fire chemicals, including retardant, foam, and water enhancers, which were established and approved by the Department of the Interior (DOI). The policy includes additional avoidance areas (both aquatic and terrestrial) for aerial delivery of fire chemicals as designated by individual agencies.

This policy does not require the helicopter or airtanker pilot-in-command to fly in such a way as to endanger his or her aircraft, other aircraft, or structures or compromise ground personnel safety.

Aerial Delivery Policy:

Avoid aerial application of all wildland fire chemicals within 300 feet (ft.) of waterways.

- Additional mapped avoidance areas may be designated by individual agency.

Ground Delivery Policy:

Avoid application of all wildland fire chemicals into waterways or mapped avoidance

Definition of Waterway:

Any body of water (including lakes, rivers, streams, and ponds) whether or not it contains aquatic life.

Definition of Waterway Buffer:

300 ft. distance on either side of a waterway

Guidance for pilots:

Pilots will avoid all waterways and additional mapped avoidance areas designated by individual agencies. To meet the 300 ft. waterway buffer zone or additional mapped avoidance areas guideline, implement the following:

- All Aircraft: When approaching a waterway or other avoidance areas, the pilot shall terminate application of wildland fire chemical approximately 300 ft. before reaching the area. When flying over a waterway, the pilot shall not begin application of wildland fire chemical until 300 ft. after crossing the far bank or shore. The pilot shall make adjustments for airspeed and ambient conditions such as

wind to avoid the application of wildland fire chemicals within the 300 ft. buffer zone. Riparian vegetation may be an indicator of waterways and pilots should confirm to the extent possible that no water is present before dropping.

Exceptions:

- When alternative line construction tactics are not available due to terrain constraints, congested area, life and property concerns or lack of ground personnel, it is acceptable to anchor the wildland fire chemical application to the waterway. When anchoring a wildland fire chemical line to a waterway, use the most accurate method of delivery in order to minimize placement of wildland fire chemical in the waterway (e.g., a helicopter rather than a heavy airtanker).
- Deviations from the policy are acceptable when life or property is threatened, and the use of wildland fire chemical can be reasonably expected to alleviate the threat.
- When potential damage to natural resources outweighs possible loss of aquatic life, the unit administrator may approve a deviation from these guidelines.

EXHIBIT F

FREQUENCIES

Redlands and BLM agree to authorize use by the other Party frequencies for fire/emergency within or adjacent to the Parties' responsibility areas.

Note: BLM will be changing to a 32-tone system over the next several months (see below).

BLM FREQUNCIES

CH	RX	TX	USE
1	166.4875	167.0750	CDD FIRE REPEATER (SECONDARY)
2	166.3750	166.9750	CDD ADMIN REPEATER (PRIMARY)
3	168.3000	168.3000	BLM SOA
4	168.4875	168.4875	R5 A/G-53
5	169.1125	169.1125	R5 A/G-59
6	156.0750	156.0750	CALCORD (TONE 6)
7	154.0325	155.9175	BDC V4 R
8	154.2950	154.2950	VFIRE 23 (TONE 6)
9	154.2725	154.2725	VFIRE 24 (TONE 6)
10	154.2875	154.2875	VFIRE 25 (TONE 6)
11	154.3025	154.3025	VFIRE 26 (TONE 6)
12	172.5000	166.2750	JTP BELL RX PL 146.2 TX PL 127.3
13	171.6750	166.2750	JTP ONYX RX PL 146.2 TX PL 141.3
14	171.1000	169.5500	DVP REPEATER
15	169.9875	164.0875	MNP REPEATER
16	168.6250	168.6250	AIR GUARD (TONE 1)

NOAA WEATHER SERVICE 1

RX 162.550

CDD REPEATER TONES (From North to South)

(USE WITH CDD CH.2)

SITE	TONE	SITE	TONE
CERRO GORDO	7	SNOW	29
ROGERS	3	INDIO HILLS	6
BIRD SPRINGS	2	CALICO	9
GOVERNMENT	1	TORO	10
TURQUOISE	4	CHUCKWALLA	11
CHRISTMAS TREE	30	LYONS	12
OLD WOMANS	31	LAGUNA	13
FROST	5	TABLE	17
RODMAN	20	BLACK	14
BOX SPRINGS	28	TECATE	15
ONYX PEAK	8		

CALIFORNIA STANDARD 32 TONES

TONE	FREQ	NAC	TONE	FREQ	NAC
1	110.9	$455	17	67.0	N/A
2	123.0	$4CE	18	71.9	N/A
3	131.8	$526	19	74.4	N/A
4	136.5	$555	20	77.0	N/A
5	146.2	$5B6	21	79.7	N/A
6	156.7	$61F	22	82.5	N/A
7	167.9	$68F	23	85.4	N/A
8	103.5	$40B	24	88.5	N/A
9	100.0	$3E8	25	91.5	N/A
10	107.2	$430	26	94.8	N/A
11	114.8	$47C	27	97.4	N/A
12	127.3	$4F9	28	118.8	N/A
13	141.3	$585	29	173.8	N/A
14	151.4	$5EA	30	179.9	N/A
15	162.2	$656	31	186.2	N/A
16	192.8	$788	32	203.5	N/A

REDLANDS FIRE DEPARTMENT
FREQUENCIES

Bendix-King Radio group and 800 Radio	
Command:	2-CMD-3 (800) MHz
Primary Tac:	BDC V15
Secondary:	BDC V17

EXHIBIT G
REDLANDS FIRE DEPARTMENT
CONTACTS

HEADQUARTERS OFFICE
35 Cajon Street, Suite 12
Redlands, CA 92373 (909) 798-7600

Name	*Rank*	*Office Phone*	*Cell Phone*	*Email*
Rich Sessler	Fire Chief 700	(909) 798-7604	(909) 714-1795	Rsessler@confire.org
Vacant	Deputy Chief 701			
Reggie Brown	Battalion Chief 705	(909)798-7693	(909) 265-6128	Rbrown@confire.org
Dave Ketcherside	Battalion Chief 704		(909) 233-9041	Dketcherside@confire.org
Nathan Bristol	Battalion Chief 706		(909)836-4609	Nbristol@confire.org
Josh Hannan	Battalion Chief 707		(909)742-2080	jhannan@confire.org

EXHIBIT H
BUREAU of LAND MANAGEMENT
CONTACTS

HEADQUARTERS OFFICE
4955 Canyon Crest Drive
Riverside, CA 92507

Name	*Radio Identifier*	*Office Phone*	*Cell Phone*	*Location*	*Email*
Paul Gibbs	CH 7100	NA	951-903-4135	Riverside	pgibbs@blm.gov
Freddie Espinoza	CH 7101	NA	951-903-4137	Riverside	fespinoza@blm.gov
Ray Ucha	DV 7106	NA	951-903-4136	Lancaster	rucha@blm.gov
James Gannon	DV 7102	NA	951-903-4141	Riverside	jgannon@blm.gov
Scott Truman	DV 7105	951-382-2917	951-269-9021	San Bernardino FICC/ECC	struman@blm.gov
Vacant	DV 7104	760-367-3041	760-221-5801	Yucca Valley	
James Aragon	DV 7103	760-252-6008	951-903-4139	Apple Valley	jparagon@blm.gov
Jason Winbigler	BC 7120	760-219-5417	951-903-4140	El Cajon	jwinbigler@blm.gov
Mitch Silvester	BC 7124	NA	760-499-9449	Riverside	ssilvester@blm.gov
Robert Giovannetti	BC 7121	NA	951-567-1650	Riverside	rgiovann@blm.gov
Garth Crow	BC 7122	NA	760-628-4422	Riverside	
Eric Downard	BC 7125	760-240-8538	760-718-8048	Apple Valley	edownard@blm.gov

City Council/Successor Agency Meeting **J. 8.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (Municipal Utilities and Engineering Department 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 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.

RECOMMENDATION:

Staff recommends City Council approve 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.

DISCUSSION:

The City extracts groundwater and receives raw water from two (2) surface water sources for treatment and disinfection to meet drinking water standards prior to distribution through the potable water system. Santa Ana River surface water is received and treated at the Hinckley Water Treatment Plant, and Mill Creek surface water is received and treated at the Tate Water Treatment Plant (Tate). Tate has a potable water treatment capacity of twenty million gallons per day (20 MGD), with average daily production of seven (7) MGD and peak day

production of eleven (11) MGD during the peak water use season (July-September). Tate operates in the 2,340' pressure zone and is able to supply approximately eighty-seven percent (87%) of the City's water service area customers. The Tate facility has been upgraded, and its processes enhanced to improve water supply reliability by allowing State Water Project water to be mixed with Mill Creek water for treatment. Brady & Associates, Inc. recently completed a Condition, Structural, and Seismic Assessment of the Tate raw water transmission line and recommended replacement.

The goal of this phase of the Tate Water Treatment Plant Raw Water Influent Pipeline Replacement Project (Project) is to engineer a new raw water influent pipeline from the box structure near the Southern California Edison Power House #1, across Mill Creek, and joining existing pipeline valving at the Tate connection point. The Project also includes a distribution pipeline to Crafton Water Company with two (2) separate valve and flow meter vaults. The influent pipeline will likely be constructed in two (2) separate phases in the future and construction documents will be provided for each phase.

On April 19, 2022, City Council approved a Professional Services Agreement with Carollo Engineers, Inc. (Carollo) for this phase of the Project and determined the Project to be exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. The engineering phase of the Project is currently under-budget. However, coordinating engineering reviews and permitting with outside agencies has caused unanticipated delays that require a completion time extension to the Agreement. The First Amendment to the Agreement extends the completion time by twelve (12) months. If approved, the amended completion date will be October 18, 2024. No additional Agreement revisions are proposed.

ALTERNATIVES:

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

STRATEGIC PLAN:
N/A

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

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

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

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

Fiscal Impact

Discussion:

There is no fiscal impact associated with this action.

Attachments

Carollo Professional Services Agreement

Carollo Engineers, Inc. First Amendment

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional engineering services ("Agreement") is made and entered in this 19th day of April, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City") and Carollo Engineers, Inc., a Delaware 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 design and prepare plans and specifications for City for a replacement raw influent pipeline and associated facilities to supply the Tate Water Treatment Plant to be constructed in the future (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

2.3 Consultant shall not be liable to and/or indemnify City and/or any third party related to any inconsistencies between Consultant's data projections and estimates and actual costs and/or quantities realized by City and/or any third party in the future, except to the extent such inaccuracies are caused by Consultant's negligent performance hereunder.

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.

3.2 City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use

and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.

3.3 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others for this project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

3.4 City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of eighteen (18) months from the Effective Date of this Agreement, 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.

4.4 Consultant is not responsible for damage or delay in performance caused by events beyond the reasonable control of Consultant. In the event Consultant's services are suspended, delayed or interrupted for the convenience of City or delays occur beyond the reasonable control of Consultant, an equitable adjustment in Consultant's time of performance and cost of Consultant's personnel and subcontractors may be made.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of eight hundred thirty five thousand five hundred forty nine dollars ($835,549). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Cost Proposal," 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:	CONSULTANT:
John R. Harris, MUED Director	Graham J.G. Juby, Senior Project Manager
City of Redlands	Carollo Engineers, Inc.
35 Cajon Street, Suite 15A	3400 Central Avenue, Suite 205
P.O. Box 3005 (mailing)	Riverside, CA 92506
Redlands, CA 92373	GJGJuby@carollo.com
jharris@cityofredlands.org	Phone: (951) 776-3955
Phone: (909) 798-7658	Fax: (951) 776-4207

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property to the extent caused by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

6.3 Neither party shall be responsible for economic, incidental and/or consequential damages to the other party and/or any third party. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success. Consultant and its subconsultants shall only be liable for any damage caused by negligence related to cleaning activities required to facilitate the CCTV inspection.

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.

8.9 The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

CAROLLO ENGINEERS, INC.

By: _____
Graham J.G. Juby, Senior Project Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

By: _____
Eric M. Mills, Client Services Director

EXHIBIT "A"

SCOPE OF SERVICES

[ATTACHED]

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

TATE WTP RAW WATER INFLUENT LINE REPLACEMENT PROJECT

CAROLLO ENGINEERS

SCOPE OF WORK

The Tate Water Treatment Plant (WTP) has a potable water treatment design capacity of twenty (20) million gallons per day (MGD), with average daily production of seven (7) MGD and peak day production of eleven (11) MGD during the peak water use season (July – August). This WTP operates in the 2,340' pressure zone. The City has added enhancements to the Tate WTP that provide more water supply reliability by allowing State Water Project water to mixed with Mill Creek water for treatment. Brady & Associates, Inc. (Brady) recently completed a condition, structural, and seismic assessment of the Tate WTP raw water transmission line and recommended a new parallel pipeline to be constructed.

The purpose of this project is to engineer and construct a new influent pipeline from the box structure near Power House No. 1, across Mill Creek Channel and connecting to the Tate WTP connection point identified in the RFP. This project also includes a distribution line to Crafton Water Company with two separate valve and flow meter vaults. The influent pipeline will be constructed in two phases per RFP, Addendum No. 1 requirements. For this reason, we have estimated two separate sets of construction documents (plans, specifications, and cost estimates) will be prepared as part of the final design.

The scope of work detailed below is intended to capture all tasks necessary to allow for preparation of bidding and construction documents for the proposed project. Several optional tasks have also been included for the City to consider.

Task 1 – Project Management and Meetings

It is assumed that the project will take approximately 14-months to complete. This task includes general project management and meetings.

A. Prepare monthly invoices including a Progress Report summarizing work performed for the invoice period, supporting tabulation of hours by date and task for employees working on the project, and supporting expense reports and invoices for reimbursable expenses.
B. Attend monthly 90-minute project meetings with the MUED staff to discuss project progress and any engineering issues that arise. Meetings may be performed remotely. Meeting agendas will be established in collaboration with MUED staff. A total of 8 project meetings has been assumed.

C. Attend six in-person 90-minute design review meetings. In place of a monthly project meeting, attend in-person design review meetings as follows:
    a. Project kickoff meeting,
    b. Pipeline Alternatives meeting,
    c. 30% design review meeting,
    d. 60% design review meeting,
    e. 90% design review meeting,
    f. Final design completion meeting.

Carollo will develop a data needs list that will be submitted to City before or at the kickoff meeting. The list will be updated as the project proceeds identifying data received and data still to be received. Data received from City will be reviewed as needed to provide information for the project.

Meeting agendas will be established in collaboration with MUED staff.

Deliverables: Meeting Agendas, Meeting Notes, Presentation Materials, Monthly Invoices, Monthly Progress Reports, Date Needs List in electronic format. List will be updated regularly as needed.

Task 2 – Pipeline Alternatives Evaluation

Carollo will review the Brady assessment and recommendations and conduct additional research and site investigations necessary to evaluate up to three separate pipeline alignments and the construction alternatives listed below to replace the Tate WTP raw water transmission line, including associated valves, control and metering systems (including SCADA), and plumbing systems. It has been assumed that no additional assessment of the existing transmission line is necessary. An important component of this project is the addition of equipment necessary to connect to, and meter, water delivered to Crafton Water Company and to the San Bernardino Valley Water Conservation District. Carollo will evaluate up to three pipeline alternatives, including both trenched and trenchless construction alternatives. Carollo will provide a list of pros and cons for various replacement construction alternatives, including:

1. Construction of a replacement transmission line with the same diameter or larger, and along the same alignment;

2. Construction of a replacement transmission line with the same diameters evaluated for Alternative 1, along a modified alignment to the west of the existing line;

3. Construction of a replacement transmission line with the same diameters considered for Alternatives 1 and 2, along a modified alignment to the east of the existing line.

4. Rehabilitation of the existing transmission line, and construction of a redundant transmission line (side-by-side and along a new alignment).

A. Carollo will provide conceptual land acquisition (if necessary) and construction cost estimates, including site civil work, access roads, fencing, piping, and control systems, and other associated temporary and permanent construction elements for each of the replacement construction alternatives. At the conclusion of Task 2, the City staff will select a preferred construction alternative and alignment. Carollo will prepare Technical Memorandum (TM) No. 1 that will be the basis for selection of the preferred alternative and which will consider the following minimum items:

   a. **Condition Assessment/Rehabilitation.** Review the Brady condition assessment report. It has been assumed that additional interior, or exterior condition assessment work will not be required. Should such additional work be determined as being needed in order to complete the design, then this will be discussed separately with the City and a suitable approach identified.

   b. **Material Types.** Evaluate various construction material types to rehabilitate and/or replace the raw water transmission line.

   c. **Hydraulics.** Evaluate the hydraulic implications of various pipe configurations (e.g., single line, redundant line, control systems, pumping needs, piping schematics, etc.).

   d. **Water Quality.** Identify implications of water quality on various pipe configurations and material types.

   e. **Foundations.** At a planning level, identify typical pipe support foundation alternatives, casing pipe needs, and identify any slope-stability concerns, all as appropriate.

   f. **Regulatory Constraints.** Research and identify any regulatory constraints (e.g., SWRCB, USACE, DDW, Air Quality Management Division, Caltrans etc.) that may have implications on the foundation and/or pipe location, material type, or geometry. Research and identify necessary construction permitting and the level of CEQA evaluation and documentation necessary for each alternative. Prepare a table and schedule to indicate the anticipated permit requirements and timeline anticipated for obtaining each permit.

B. Evaluate life cycle costs (as net present and annual worth) for alternatives under consideration. This shall include the initial capital investment as well as anticipated maintenance and replacement costs.

C. Present results of the alternatives evaluation to MUED staff for selection of the preferred alternative. The alternative evaluation will be presented as part of TM-1. Figures, photographs, and estimate tables accompanied by a meeting/presentation materials will be included as an Appendix to TM-1.

After receiving the City's comments on the draft TM-1, Carollo will prepare and submit a final version of TM-1 which will be used as the basis for the design phase.

Deliverables: Draft and Final versions of TM-1 and supporting exhibits in electronic format.

Task 3 - Site Survey and Basemap Preparation

Carollo will sub-contract with a surveyor to conduct the following work:

A. Perform a site survey within the project area for existing surface features, topography, and utilities as necessary for engineering. Utility data shall be obtained by performing 811 utility locates and will likely require follow up with individual utility companies who fail to locate their lines. City will provide existing shapefiles for water, sewer, and storm utilities to supplement field surveys.
B. Perform field surveys as necessary to establish property boundaries and easements adjoining the project site.
C. Perform the potholing of existing utilities where necessary to collect data for design (e.g., elevations at critical crossings or where potential for conflict exists). Survey the locations of exposed utilities.
D. Coordinate jet-tracing of any gravity utility lines that require tracing and survey the marked locations. The actual jet-tracing will be performed by the City.
E. Establish local survey control within the project area and place survey control monuments as necessary along the project alignment. Monuments shall be a #5 set rebar at least four feet (4') deep with an aluminum cap.
F. Prepare an AutoCAD basemap of the project for use in subsequent planning, design, and plan preparation.

Deliverables: AutoCAD basemap of the site for use in subsequent planning, design, and plan preparation.

Task 4 - Geotechnical Investigations

Carollo will sub-contract with a geotechnical consultant to conduct the following work:

A. Perform geotechnical borings and laboratory analyses as necessary to engineer the proposed pipe foundations and site improvements.
B. Perform soil analyses to determine the corrosion potential along the pipeline alignment and develop a cathodic protection system as necessary based on the analyses results.
C. Perform slope-stability studies as necessary to aid in final siting of the pipe and foundations, and identify any special considerations required to maintain stability of the areas and avoid compromising the pipe and foundations or associated improvements.
D. Prepare a geotechnical report summarizing the methods, findings, and recommendations resulting from the geotechnical investigations.

Deliverables: Draft and Final versions of a Geotechnical Report in electronic format.

Task 5 - Final Engineering

A. Carollo will perform the final engineering of the preferred alternative to include the raw water transmission line, foundations, control structures, instrumentation, manholes and vaults, and any other elements necessary to bring the system into service. Final engineering will include provisions for connections to existing Tate WTP system piping.

B. Engineer site improvements within the project areas to include site grading, drainage, perimeter fencing, and access roadways. Given the small scale of the project (less than 1 acre of additional impervious area created), it is anticipated that stormwater detention and permanent water quality BMPs are not required.

C. Coordinate with dry utility companies (gas, power, communications, etc.) to relocate any existing utilities in conflict with the proposed improvements. The actual relocation designs will be performed by the utility owners and billed to City.

D. Coordinate Engineering with outside agencies based on the findings in TM-01 (i.e., San Bernardino County Flood Control District, USACE, RWQCB, FEMA, etc.) to include permitting, design reviews, specification reviews, etc. Actual permitting fees will be paid by City.

E. Engineer erosion control plans indicating erosion control minimums to be implemented by the Contractors. A detailed SWPPP is outside of the scope of work and will be prepared by the Contractors.

Construction Documents

A. Prepare suitable-for-construction engineering drawings for the project to include, but not be limited to, the following:
    a. Title Sheet
    b. General Notes Sheet
    c. Existing Conditions Sheet (with identification of available project access and staging areas)
    d. Survey Control Sheet
    e. Erosion Control Plan
    f. Removal/Demolition Plans
    g. Pipe Plans (including foundations, piping, plans and profiles)
    h. Connection Piping Details
    i. Control System Plans
    j. Utility/Power Plans (as necessary)
    k. Utility Relocation Plans
    l. Site Grading and Drainage Plans
    m. Site Security Plans (perimeter fencing and access gates)
    n. Detail Sheets (as necessary)
    o. Site Restoration Plans

p. Additional plan sheets necessary to create a plan set suitable for bidding and construction

B. Prepare detailed specifications for project construction.

C. Plans and specifications shall be submitted to the City for review and comment at the 30%, 60%, 90%, and final design completion level.

D. Using a bid form prepared in collaboration with City, prepare a summary of quantities for the final design.

E. Prepare an engineer's opinion of probable construction cost at the 30%, 60%, 90%, and final design completion levels.

Task 5.1 – 30% Design

A preliminary drawing list that includes the anticipated 100% submittal drawing list is included in Attachment A. This attachment includes a separate preliminary list of drawings for Phase 1 and Phase 2. This list of drawings may be adjusted based on the findings of Task 2 described above. The drawings will be prepared in the current Carollo version of Bentley's Microstation or Revit and converted to AutoCAD files, and the specifications will be prepared in the current Carollo version of Microsoft Word in the 17-Division format. Project will use the City Front-End Specifications (Division 0), which will be provided by the City. Division 1 and the other technical specifications will be provided by Carollo.

The 30% submittal drawings will include sufficient early development to display the basic format of the plan set for each of the disciplines required to complete the work. The submittal will include the basic organization sheets, sufficient detail to show the basic layout of facilities, process instrumentation and control diagrams, SCADA Block Diagram, and single line power diagrams, as needed. The plans will provide specific horizontal and vertical control for all proposed underground facilities.

The specifications will include a summary Table of Contents for all specifications anticipated for the project. Specifications included at this point will still include marked-up sections, for further development.

After review of the 30% submittal by City, a design review meeting will be held with City to review and discuss their comments. The City's comments on the 30% drawings will be incorporated into the 60% design submittal.

Preliminary Construction Cost Estimate - A preliminary construction cost estimate will be prepared and included as part of the 30% Submittal. A separate construction cost estimate will be provided for Phase 1 and Phase 2.

Deliverables: 30% Design Package that includes selected drawings to approximately 30% level of completion for Phases 1 and 2 and Technical Specifications Table of Contents, and opinion of probable construction cost, all as a pdf set of the drawings and specifications files.

Task 6.2 – Final Design

Following receipt of the City's comments on the 30% Design Submittal, Carollo will advance the design to approximately 60%. Provide a 60% Design Submittal to the City that now includes all drawing sheets anticipated in the two Bid Sets, and all specifications, although some may still need to be finalized. With the 60% submittal include an updated construction cost estimate for both Phases of the project.

After the City's review period, Carollo will meet with City to receive comments and feedback on the plans and specifications in a design review meeting.

Following receipt of the City's comments on the 60% Design Submittal, Carollo will advance the design to 90%. Carollo will provide a 90% Design Submittal to the City that now includes a complete set of drawing sheets and all specifications separated into Phase 1 and Phase 2 packages. In parallel with the City's review of the 90% submittal, conduct an in-house QA/QC check of the plans and specifications.

After the City's review period, Carollo will meet with City to receive comments and feedback on the plans and specifications.

Following receipt of the City's comments on the 90% Design Submittal, and comments from Carollo's in-house checking team, Carollo will advance the design to 100% incorporating all comments. Carollo will provide a 100% Design Submittal to the City that now includes a complete set of all drawing sheets and all specifications for both Phase 1 and Phase 2 packages. Together with 100% submittal, submit the final Engineer's Opinion of Probable Construction Cost.

Using a bid form prepared in collaboration with City, Carollo will prepare a summary of quantities for the final design and submit those with the 100% Submittal.

Carollo will incorporate any final comments into the documents and prepare and submit the two Bid Set packages for Phase 1 and Phase 2.

Deliverables: 60%, 90% and 100% Design Drawings and Specifications all in PDF format. Bid Set Drawings and Specifications packages for Phase 1 and Phase 2 will be prepared as print-ready full-sized drawings (1 set) and a pdf set of the drawings in full-size and half-size; One set of master specifications on both 8 1/2"x11" paper unbound and in digital form. All deliverables will be in two separate packages for Phase 1 and Phase 2 work.

ADDITIONAL OPTIONAL TASKS

We have included several optional tasks for the City to consider in case they become needed. These tasks are:

Task 6 – Potholing: We have included a budgetary item due to unknown number of utilities.

Task 7 – Title report and easement legal descriptions: We have included a budgetary item based on an assumed number of five due to the unknown number of easements that may be required.

Task 8 – Trenchless Installation Evaluation and Report: If trenchless installation of the pipeline under Mill Creek Channel is selected, we will request Brierley and Associates, our tunneling subconsultant, to evaluate and recommend the tunneling method to be used.

Task 9 – Additional Geotechnical Investigations if needed.

ASSUMPTIONS

The Scope of Work developed above and the associated labor hour effort to complete the work was based on the following assumptions:

1. The duration of the project design will be approximately 14 months from receipt of the Notice to Proceed.
2. No additional conditional assessment of the existing Tate WTP raw water transmission line will be needed.
3. Scour analysis of Mill Creek Channel is not included. We understand that a scour analysis is available from SBCFCD.
4. Traffic control plans are not included. The City will provide traffic control plans for inclusion.
5. City will provide the following services as needed during the project:
    a. Provide potholing and/or jet-tracing of any utilities with uncertain locations. We have included a budgetary item under Optional Task 7 for $20,000 for potholing;
    b. Provide plan reviews of intermediate submittals in a timely manner (assumed to be 2-weeks);
    c. Provide bid documents to prospective bidders (including printing and the bid form template) and bid the projects;
    d. Provide cost data from recent projects for use in preparation of engineer's cost estimates;
    e. Pay for costs associated with dry utility company (gas, power, communication) design fees.
    f. Apply for and pay the fees associated with obtaining permits.
6. Costs incurred by the utility companies for their design work will be paid for directly by the City.
7. The bidding documents will use City's Front End (Division 0). The City will provide the latest version of the their Front End to Carollo for review and co-ordination with the rest of the technical specifications.

8. A detailed SWPPP is outside of the scope of work and will be prepared by the Contractor.
9. Printing of Bid Sets for Bidding will be provided by City as needed.
10. Bid services are not included in the Scope of Work.
11. Public Outreach will be provided by City.

Attachment A includes a preliminary List of Drawings for Phase 1 and Phase 2 design. Total sheet count is 58.

Attachment A
Preliminary List of Drawings – Phase 1

SHEET No.	Drawing Title	No. of Drawings
	GENERAL	**4**
G-1	COVER SHEET, VICINITY, AND LOCATION MAP	1
G-2	DRAWING INDEX	1
G-3	LEGEND, SYMBOLS, AND ABBREVIATIONS	1
G-4	KEY PLAN, STAGING AREA, AND SURVEY CONTROL DATA	1
	CIVIL	**7**
GC-1	GENERAL CIVIL NOTES, LEGEND, AND SYMBOLS	1
GC-2	CIVIL STANDARD DETAILS 1	1
GC-3	CIVIL STANDARD DETAILS 2	1
C-1	TRANSMISSION PIPELINE PLAN AND PROFILE - 1	1
C-2	TRANSMISSION PIPELINE PLAN AND PROFILE - 2	1
C-3	BOX STRUCTURE SITE PLAN, SECTIONS, AND DETAILS	1
C-4	MILL CREEK CHANNEL CROSSING DETAILS	1
	STRUCTURAL	**5**
GS-1	GENERAL STRUCTURAL NOTES	1
GS-2	STANDARD STRUCTURAL DETAILS - 1	1
GS-3	STANDARD STRUCTURAL DETAILS - 2	1
S-1	BOX STRUTURE REPLACEMENT PLAN	1
S-2	BOX STRUTURE REPLACEMENT SECTIONS AND DETAILS	1
	Total Number of Drawings	**16**

Attachment A
Preliminary List of Drawings – Phase 2

SHEET No.	Drawing Title	No. of Drawings
	GENERAL	**4**
G-1	COVER SHEET, VICINITY, AND LOCATION MAP	1
G-2	DRAWING INDEX	1
G-3	LEGEND, SYMBOLS, AND ABBREVIATIONS	1
G-4	OVERALL SITE PLAN	1
	CIVIL	**12**
GC-1	GENERAL CIVIL NOTES, LEGEND, AND SYMBOLS	1
GC-2	STANDRD CIVIL DETAILS – 1	1
GC-3	STANDRD CIVIL DETAILS – 2	1
C-1	TRANSMISSION PIPELINE PLAN AND PROFILE - 1	1
C-2	TRANSMISSION PIPELINE PLAN AND PROFILE - 2	1
C-3	TRANSMISSION PIPELINE PLAN AND PROFILE - 3	1
C-4	CRAFTON TRANSMISSION PIPELINE PLAN AND PROFILE - 4	1
C-5	VALVE VAULT/FLOWMETER VAULT PLANS	1
C-6	VALVE VAULT/METER VAULT SECTIONS	1
C-7	CRAFTON VALVE/FLOWMETER VAULT PLANS	1
C-8	CRAFTON VALVE/FLOWMETER VAULT SECTIONS	1
C-9	MISCELLANEOUS PIPELINE CONNECTION DETAILS	1
	STRUCTURAL	**6**
GS-1	GENERAL STRUCTURAL NOTES	1
GS-2	STANDARD STRUCTURAL DETAILS - 1	1
GS-3	STANDARD STRUCTURAL DETAILS - 2	1
S-1	VALVE/FLOWMETER VAULT PLANS AND SECTIONS	1
S-2	CRAFTON VALVE/FLOWMETER VAULT PLANS AND SECTIONS	1
S-3	STRUCURAL DETAILS	1
	MECHANICAL	**5**
GM-1	MECHANICAL GENERAL NOTES	1
GM-2	STANDARD MECHANICAL DETAILS – 1	1

SHEET No.	Drawing Title	No. of Drawings
M-1	VALVE/FLOWMETER PLAN AND SECTION	1
M-2	CRAFTON VALVE/FLOWMETER PLAN AND SECTION	1
M-3	MISCELLANEOUS MECHANICAL DETAILS	1
	ELECTRICAL	**9**
GE-1	ELECTRICAL LEGEND	1
GE-2	ELECTRICAL GENERAL NOTES	1
GE-3	TYPICAL ELECTRICAL DETAILS - 1	1
GE-4	TYPICAL ELECTRICAL DETAILS - 2	1
E-1	ELECTRICAL SITE PLAN	1
E-2	VALVE/FLOWMETER ELECTRICAL PLAN	1
E-3	CRAFTON VALVE/FLOWMETER ELECTRICAL PLAN	1
E-4	POWER AND CONTROL RISERS	1
E-5	SCHEDULES AND SCHEMATICS	1
	INSTRUMENTATION	**6**
GN-1	PROCESS AND INSTRUMENTATION LEGEND - 1	1
GN-2	PROCESS AND INSTRUMENTATION LEGEND - 2	1
GN-3	TYPICAL INSTRUMENTATION DETAILS - 1	1
GN-4	TYPICAL INSTRUMENTATION DETAILS - 2	1
N-1	BLOCK DIAGRAM	1
N-2	P&ID	1
	Total Number of Drawings	**42**

EXHIBIT "B"

COST PROPOSAL

[ATTACHED]

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.

CAROLLO ENGINEERING, INC.

By: _____ Date: Apr 13, 2022

Graham J.G. Juby, Senior Project Manager

Carollo Engineers Agreement.PS-1.1.FY21-0090

Final Audit Report 2022-04-13

Created:	2022-04-13
By:	Eric M. Mills (emills@carollo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-v884IAko8L1MDkJJu0GDVrUigOOPfWa

"Carollo Engineers Agreement.PS-1.1.FY21-0090" History

Document created by Eric M. Mills (emills@carollo.com)
2022-04-13 - 2:32:36 PM GMT- IP address: 24.205.114.11

Document e-signed by Eric M. Mills (emills@carollo.com)
Signature Date: 2022-04-13 - 2:37:03 PM GMT - Time Source: server- IP address: 24.205.114.11

Document emailed to Graham Juby (gjgjuby@carollo.com) for signature
2022-04-13 - 2:37:05 PM GMT

Email viewed by Graham Juby (gjgjuby@carollo.com)
2022-04-13 - 3:25:58 PM GMT- IP address: 68.111.94.245

Document e-signed by Graham Juby (gjgjuby@carollo.com)
Signature Date: 2022-04-13 - 3:28:27 PM GMT - Time Source: server- IP address: 68.111.94.245

Agreement completed.
2022-04-13 - 3:28:27 PM GMT

CITY OF REDLANDS

Carollo Fee Estimate

Tate Water Treatment Plant Raw Water Influent Line Engineering Project

	Hourly Billing Rate	$288	$265	$265	$245	$220	$180	$144	$120							
Task No.	**TASK DESCRIPTION**	**Senior Professional**	**Project Manager**	**Lead Professional QA/QC**	**Project Professional**	**Professional**	**Assistant Professional**	**CAD Technician**	**Office Support**	**TOTAL HOURS**	**LABOR COST**	**Project Equipment and Communication Expense [PECE] ($13.00 per labor hour)**	**OTHER DIRECT COSTS**	**Subconsultants**	**Markup on ODCs and Subconsultants**	**TOTAL PROJECT FEE**
1.0	**PROJECT MANAGEMENT AND MEETINGS**	**28**	**62**	**38**	**68**	**0**	**0**	**0**	**14**	**210**	**$ 52,904**	**$ 2,730**	**$ 900**	**$ -**	**$ 90**	**$ 56,624**
A	Monthly invoices and progress reporting		8		14				4	26	$ 6,030	$ 338	$ 200		$ 20	$ 6,588
B	Attend monthly meetings (assume 12 meetings, 90 minutes each)	14	24	18	24				4	84	$ 21,522	$ 1,092	$ 200		$ 20	$ 22,834
C	Attend in-person review meetings at 30%, 60%, 90%, and 100% design level (assume 6 meetings)	14	30	20	30				6	100	$ 25,352	$ 1,300	$ 500		$ 50	$ 27,202
D	Quality Assurance and Quality Control (Built into Task 5.0-D)									0	$ -	$ -			$ -	$ -
2.0	**ALTERNATIVE EVALUATIONS**	**12**	**58**	**66**	**108**	**88**	**0**	**66**	**18**	**416**	**$ 93,800**	**$ 5,408**	**$ 1,500**	**$ -**	**$ 150**	**$ 100,858**
A	Review existing condition assessment report and other related documents	2	8	8	8			8	2	36	$ 8,168	$ 468			$ -	$ 8,636
B	Evaluation of trenched and trenchless pipe installation methods	2	8	16	12			8	1	47	$ 11,148	$ 611	$ 500		$ 50	$ 12,309
C	Evaluate feasibility of alternatives including life-cycles costs	1	8	8	8			8	2	35	$ 7,880	$ 455			$ -	$ 8,335
D	Hydraulics	1	4	4	12	40		4	1	66	$ 14,844	$ 858	$ 500		$ 50	$ 16,252
E	Water Quality		2	2	4				1	9	$ 2,160	$ 117			$ -	$ 2,277
F	Foundations		4	8	8			8	1	29	$ 6,412	$ 377			$ -	$ 6,789
G	Regulatory constraints	2	8	4	16	24			2	56	$ 13,196	$ 728			$ -	$ 13,924
H	Prepare Technical Memorandum No. 1 and presentation for pipeline alternatives (TM-01)	4	16	16	40	24		30	8	138	$ 29,992	$ 1,794	$ 500		$ 50	$ 32,336
3.0	**SITE SURVEY AND BASE MAP**	**1**	**6**	**0**	**6**	**0**	**0**	**22**	**2**	**37**	**$ 6,756**	**$ 481**	**$ -**	**$ 44,950**	**$ 4,495**	**$ 56,682**
A	Prepare a site survey	1	2		2			8	2	15	$ 2,700	$ 195		$ 44,950	$ 4,495	$ 52,340
B	Prepare field survey to establish boundaries		2		2			2		6	$ 1,308	$ 78			$ -	$ 1,386
C	Potholing of existing utilities including surveys of potholes (see Optional Task 8)									0	$ -	$ -			$ -	$ -
D	Jet tracing of gravity utilities including survey (Jet Tracing will be performed by the City if needed)									0	$ -	$ -			$ -	$ -
E	Establish local survey monuments (at least 3 survey control monuments)		2		2			4		8	$ 1,596	$ 104			$ -	$ 1,700
F	Prepare an AutoCAD base map for use in planning and design							8		8	$ 1,152	$ 104			$ -	$ 1,256
4.0	**GEOTECHNICAL INVESTIGATIONS**	**1**	**2**	**4**	**4**	**0**	**0**	**0**	**1**	**12**	**$ 2,978**	**$ 156**	**$ -**	**$ 59,933**	**$ 5,993**	**$ 69,060**
A	Perform geotechnical investigations, borings, slope stability, and report	1	2	4	4				1	12	$ 2,978	$ 156		$ 59,933	$ 5,993	$ 69,060
5.0	**FINAL ENGINEERING (Phase 1 and 2)**	**10**	**216**	**248**	**292**	**232**	**212**	**972**	**100**	**2,282**	**$ 438,548**	**$ 29,666**	**$ 3,500**	**$ -**	**$ 350**	**$ 472,064**
A	Prepare Final design plans, specifications and construction cost estimates (30% design level)	2	80	40	80	80	80	300	20	682	$ 129,576	$ 8,866	$ 1,000		$ 100	$ 139,542
B	Prepare Final design plans, specifications and construction cost estimates (60% design level)	2	60	60	80	80	80	300	20	682	$ 129,576	$ 8,866	$ 1,000		$ 100	$ 139,542
C	Prepare Final design plans, specifications and construction cost estimates (90% design level)	2	60	60	80	60	40	300	20	622	$ 117,976	$ 8,086	$ 1,000		$ 100	$ 127,162
D	Internal Check of Plans and Specs (QA/QC)	2	4	80	24			12	4	126	$ 30,924	$ 1,638			$ -	$ 32,562
E	Prepare Final design plans, specifications and construction cost estimates (100% final)	2	8	8	24	12		40	24	118	$ 21,976	$ 1,534	$ 500		$ 50	$ 24,060
F	Prepare Separate Bid Sets (Phase 1 and Phase 2)		4		4		12	20	12	52	$ 8,520	$ 676			$ -	$ 9,196
	TOTAL FOR ALL TASKS (TASKS 1-5)	**52**	**344**	**356**	**478**	**320**	**212**	**1,060**	**135**	**2,957**	**$ 594,986**	**$ 38,441**	**$ 5,900**	**$ 104,883**	**$ 11,078**	**$ 755,288**
	ADDITIONAL OPTIONAL TASKS															
6.0	Potholing if needed (budgetary number due to unknown number of utilities)		2	2				8	1	13	$ 2,332	$ 169		$ 20,000	$ 2,000	$ 24,501
7.0	Title Report and Easement Legal Description (assume 5@$3,500 each)		2	2	2	0	0	8	1	15	$ 2,822	$ 195	$ -	$ 17,500	$ 1,750	$ 22,267
8.0	Trenchless Installation Evaluation and Report by Brierley (if trenchless option is selected)		2	2	8			8	1	21	$ 4,292	$ 273		$ 25,000	$ 2,500	$ 32,065
9.0	Additional Geotechnical Investigations/Trenching (if needed)		2		2			2	1	7	$ 1,428	$ 84		$ 8,235	$ 824	$ 10,571
	TOTAL OPTIONAL TASKS (TASKS 6-10)	**0**	**8**	**6**	**12**	**0**	**0**	**26**	**4**	**56**	**$ 10,874**	**$ 637**	**$ -**	**$ 62,500**	**$ 6,250**	**$ 80,261**
	TOTAL INCLUDING OPTIONAL TASKS (TASKS 1-9)	**52**	**352**	**362**	**490**	**320**	**212**	**1,086**	**139**	**3,013**	**$ 605,860**	**$ 39,078**	**$ 5,900**	**$ 167,383**	**$ 17,328**	**$ 835,549**

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for Engineering services related to the Tate Water Treatment Plant Raw Water Influent Pipeline Replacement Project dated April 19, 2022 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Carollo Engineers, Inc. ("Consultant"), is made and entered into this 3rd day of October, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to extend the contract term by twelve (12) months to October 18, 2024.

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 4.2 of Article 4 ("Performance of Services") of the Agreement, is hereby amended to read as follows:

"4.2 The term of this Agreement shall be for a period of thirty (30) months commencing as of the Effective Date, unless terminated earlier as provided 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 3, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

Carollo Engineers, Inc.

By: _____
Graham J.G. Juby, Senior Project Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 9.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Purchase Order with USA Bluebook for Water and Wastewater Treatment Plant Supplies for an amount not-to-exceed $150,000 (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 purchase order with USA BlueBook, Inc. for an amount not-to-exceed $150,000.

RECOMMENDATION:

Staff recommends City Council approval of a purchase order with USA Bluebook, Inc. for an amount not-to-exceed $150,000.

DISCUSSION:

In accordance with the City's purchasing policy, City staff developed a Request for Bid (RFB) for Water and Wastewater Treatment Plant consumables and supplies on June 8, 2023. The RFB was competitively advertised, and the City Clerk conducted a public bid opening on June 22, 2023. USA Bluebook submitted the lowest responsive and responsible bid.

Vendor Name	Bid Amount	Comments
Ferguson	$80,152.88	Bid rejected, vendor did not bid on all line items
USA Bluebook	$111,638.42	All Line Items Bidded
Aviate Enterprise	$168,295.17	All Line Items Bidded

Staff recommends City Council approval of a purchase order for an amount not-to-exceed $150,000.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Ashley Rosario, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 23/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$150,000
Budgeted Y/N:	Y
Account No.:	501900-521900

Discussion:

There is no fiscal impact associated with this action. The approved FY 23/24 MUED budget includes funding for these purchases.

Attachments

RFB USA Bluebook

Bid Report

Bid Analysis Summary

REQUEST FOR BIDS

WATER & WASTEWATER TREATMENT PLANT SUPPLIES

BID # 20230608-AR

Issued By:

City of Redlands
Municipal Utilities and Engineering Department
Ashley Rosario, Senior Administrative Assistant-Water Production & Water Distribution
Phone (909)798-7527 ext. 3
arosario@cityofredlands.org

Date of Issue:
Thursday June 8, 2023

Due Date / Time:
Thursday, June 22, 2023 @ 10:00am

Responses received and opened at
Office of the City Clerk, City of Redlands,
35 Cajon Street, Suite 4, Redlands, CA 92373

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Manager. If the Purchasing Division finds it necessary to change any of these dates or times prior to the bid due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue RFB	Thursday June 8, 2023
Pre-Bid Conference	N/A
Last Day for Questions	Thursday, June 14, 2023 @ 12:00pm
Publish Response to Questions	Monday, June 19, 2023 @ 4:00pm
Bids Due	Thursday June 22, 2023 @ 10:00am
Bid Opening Date	Thursday June 22, 2023 @ 10:00am
City Council Approval	TBD

PART 1
INTENT AND GENERAL INFORMATION

BACKGROUND

The City of Redlands Municipal Utilities and Engineering Department is soliciting bids for: WATER & WASTEWATER TREATMENT PLANT SUPPLIES.

The successful bidder will be issued an annual purchase order ("contract") for fiscal year 2023/2024 (July 1, 2023 – June 30, 2024) with optional extensions.

REQUEST FOR BID

The City of Redlands is currently using PlanetBids, a web-based bid management service to manage requests for bids. PlanetBids does not charge a fee to access and view current project "Request for Bids", however, PlanetBids require potential contractors, subcontractors, vendors, and suppliers to provide contact information in order to download files, receive addendum notifications and receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://cityofredlands.org/purchasing.

Bidders shall take careful notice of the following conditions of this Request for Bid:

- Bids submitted by FAX or email will not be accepted under any circumstances. Late bids will not be accepted, and will be returned, unopened, to the proposer, at the bidder expense.

- Bids and modifications received after the time set for the bid opening will not be considered.

- Bids may not be withdrawn after they have been publicly opened, unless approved by City Staff.

- City of Redlands reserves the right to reject any and/or all bids, reserves the right to waive any informalities or irregularities in the bid or examination process, reserves the right to select low bidder per item, and reserves the right to award bids and/or contracts in the best interest of the City.

- All inquiry, questions or request for interpretation received by date and time noted on page 2 will be considered. Questions must be posted online at eProcurement system at www.cityofredlands.org/purchasing. Questions will not be answered over the phone or by email. Answers will be posted at the City website, eProcurement system www.cityofredlands.org/purchasing.

SUBMISSION OF FORMAL BIDS

Formal bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and time of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. Two complete bid packages **(1 original plus 1 copy)** with all required documents as itemized must be submitted in a single sealed envelope.

The outside of the bid package shall be prominently marked with the following identification:

Bid Title:	WATER & WASTEWATER TREATMENT PLANT SUPPLIES
Bid Number:	20230608-AR
Bid Due Date:	Thursday June 22, 2023 @ 10:00am
Bidder's Name:	HD SUPPLY FACILITIES MAINTENANCE LTD. D/B/A USABLUEBOOK
Bidder's Address:	3781 BURWOOD DR WAUKEGAN IL 60085

BIDDERS RESPONSIBILITY

Bidders are fully and completely responsible for the labeling, identification and delivery of their bids. The City will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed bid identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed bid identification, may be inadvertently opened upon receipt, thereby invalidating such bids and excluded from the official bid opening process.
- Bids that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the City.
- Deadline for Submissions in response to this Request for Bid: Bids must be received no later than Thursday June 22, 2023 @ 10:00am.

The RFB should be neat, professional in appearance and bound appropriately for the document's thickness. The original document shall have original signatures and clearly noted with *ORIGINAL* on the cover. All bids shall be mailed or hand delivered to office of the City Clerk at the address given, by the date and time set forth herein.

- **Bids can be mailed to:**
- City of Redlands
- Office of the City Clerk
- PO Box 3005
- Redlands, CA 92373

- **Bids can be hand-delivered to:**
- City of Redlands
- Office of the City Clerk
- 35 Cajon Street, Suite 4
- Redlands, CA 92373

BID DOCUMENTS REQUIRED

Bidders are required to use the official "BID FORMS", and all attachments itemized herein are to be submitted as a single document. The following documents *must* be complete and all forms should be in the following arrangement for each submission:

- **Cover Page** This is to be used as the first page of the submission (page **7**) of the bid package. This form must be fully completed and signed by an authorized officer of the firm.

- **Bidder Certification / Addenda Acknowledgement or No-Proposal Form**

- **Executive Summary** Bidder must identity the Account Manager who will be working directly with the City and engaged in managing the deliver/work/product. Identify responsibilities of key individuals, other than the Account Manager, who will be assigned to the proposed contract, and who will have major responsibilities delivery/work/product required. This section should not exceed 1 page.

- **Firm Experience and References** At a minimum, a bidder should have been in business as a provider for a minimum of **five** (5) years. The Bid shall include at least **three (3) references** from past or current government entity clients for similar types of services, with at **minimum one (1)** reference being similar-type governmental agencies. Include title and brief description of each project with the following information:

  - Client (contact person, address, telephone #, fax # and email)
  - Date contract started to date completed (if applicable)
  - Nature of work for each contract (include all applicable work processes)

  NOTE: All entries in the entire BID PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

- **Price and Fee Bid** Price and Fee Bid sheets are located in part four (4).

- **Business License** The successful Bidder will be required to obtain a City of Redlands business license. See page 22 for instructions on how to apply.

- **IRS W-9 Form** The form is required to be on file with the City prior to setting up annual purchase order.

- **Terms and Conditions** By submitting a bid, vendors acknowledge the "Terms and Conditions of Request for Bid" page 15-21.

- No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the Bidder's authorized signature affixed to the bid attests to this.

- **Conformity**
  All Bidders must conform to these specifications and the products they furnish shall be of first-class quality and the equipment used to provide said product shall be the best obtainable in the various trades.

- **Payments**
  Payments shall be made 30 days from the receipt of invoice, and follow all City policies promulgated thereby.

- **Period of Pricing**
  Unless otherwise stated in the bid package, the price quoted/proposed shall remain in effect for fiscal 2023/2024 (July 1, 2023 – June 30, 2024) and for the optional extensions.

- **Price/Cost**
  All charges **should** be included on the Official Price and Fee Sheet(s) which includes all associated costs (including but not limited to delivery, freight, etc.). In the event of an addition error, unit price shall prevail. All prices must be typewritten or written in ink. No erasures are permitted.

- **Tax and Discounts**
  Do not include sales taxes in the bid price. Discounts should be deducted from the unit price and the net price should be shown in the bid.

PART 2
REQUEST FOR BID #20230608-AR
WATER & WASTEWATER TREATMENT PLANT SUPPLIES

BID DOCUMENTS COVER PAGE						
Name of Firm, Entity or Organization: HD SUPPLY FACILITIES MAINTENANCE LTD. D/B/A USABLUEBOOK						
Federal Employer Identification Number (EIN): 52-2418852 **State of California License Number (if applicable):** **Name of Contact person:** GREG JOYCE **Title:** Bid Coordinator **Email address:** QUOTES@USABLUEBOOK..COM						
Mailing Address: PO BOX 9004 GURNEE IL 60031 **Street Address (if different):** 3781 BURWOOD DR **City, State, Zip:** WAUKEGAN IL 60085 **Telephone:** 800-548-1234 **Fax:** 847-377-5160						
Organization: (check one)	**Corporation:**	☐	**Proprietorship:**	☐	**Other:**	☐
	Partnership:	☒	**Joint Venture:**	☐		
If Corporation: **Date of Incorporation:** **State of Incorporation:** **States Registered in as Foreign Corporation:**						
Authorized Signature: **Print Name:** GREGORY JOYCE **Signature:** Gregory Joyce **Title:** BID COORDINATOR **Phone:** 800-548-1234						
This document must be completed and returned with your submittal.						

BIDDER CERTIFICATION	
WATER & WASTEWATER TREATMENT PLANT SUPPLIES	
Submit To: City of Redlands	
Office of the City Clerk 35 Cajon Street, Suite 4 Redlands, CA 92373	**City of Redlands** **Request for Bid (RFB Certification** **And Addenda Acknowledgment**

DUE DATE:	DUE TIME:	REQUEST FOR BID
Thursday June 22, 2023	10:00am	#20230608-AR

BIDDER NAME:	PHONE NUMBER:
HD SUPPLY FACILITIES MAINTENANCE LTD. D/B/A USABLUEBOOK	800-548-1234
BIDDER MAILING ADDRESS:	**FAX NUMBER:**
PO BOX 9004	847-377-5160
CITY/STATE/ZIP	**E-MAIL ADDRESS:**
GURNEE IL 60031	quotes@usabluebook.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this REQUEST FOR BID and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the REQUEST FOR BID requirements. I, the undersigned, declare that I have carefully examined the REQUEST FOR BID, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this REQUEST FOR BID with any other Offer or and have not colluded with any offertory or parties to a REQUEST FOR BID whatsoever for any fraudulent purpose."

Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
N/A				

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an REQUEST FOR BID for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this REQUEST FOR BID and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the REQUEST FOR BID, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this bid is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Authorized Bidder Name, Title (Print)	Authorized Signature	Date
GREG JOYCE - BID COORDINATOR	Gregory Joyce	6/20/23

This form must be completed and returned with your Submittal

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX	
HOURS AVAILABLE	
CONTRACT MANAGER	
NAME	BIDS & QUOTES
TITLE	
OFFICE PHONE	800-548-1234
CELL	
FAX	
HOURS AVAILABLE	7:00 AM - 6:00 PM M-F
ALTERNATE CONTACT	
NAME	CUSTOMER SERVICE
TITLE	
OFFICE PHONE	800-548-1234
CELL	
FAX	
HOURS AVAILABLE	7:00 AM - 6:00 PM M-F
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX	
HOURS AVAILABLE	

STATEMENT OF "NO-PROPOSAL RESPONSE"

City of Redlands

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to:

City of Redlands, Municipal Utilities and Engineering Department
35 Cajon Street Ste. 15A, Redlands, CA 92373
Attn: Ashley Rosario, Senior Administrative Assistant-Water Production & Water Distribution

We, the undersigned, have declined to submit a proposal on your RFB: # 20230608-AR
WATER & WASTEWATER TREATMENT PLANT SUPPLIES

14365.

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your bidders' list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks: _____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____ Title: _____

Telephone Number: _____ Date: _____

PART 3
SCOPE OF SERVICES

SCOPE
The City of Redlands Municipal Utilities and Engineering Department is soliciting bids for: WATER & WASTEWATER TREATMENT PLANT SUPPLIES.

This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

As part of the contract/agreement, the City of Redlands will reserve the right to select or reject employees and sub-contractors providing services.

DELIVERY SCHEDULE
Items ordered should be delivered as soon as possible, but no later than seven (7) business days from the date of each order.

DELIVERY LOCATIONS:

Facility	Contact
City of Redlands Highland Avenue Water Complex 955 Parkford Dr. Redlands, Ca. 92373	1. Jason Lane, Water Production Maintenance Supervisor – (909) 528-6046 jlane@cityofredlands.org 2. Luke Rindfleisch, Water Production Maintenance Foreperson – (909) 717-3990 lrindfleisch@cityofredlands.org
City of Redlands Horace P. Hinckley WTP 1604 N. Crafton Avenue Mentone, Ca. 92373	1. Chris Mercier, Water Production Operations Supervisor – (909) 567-5947 cmercier@cityofredlands.org
City of Redlands Corporate Yard 1270 W. Park Redlands, Ca. 92373	1. Aaron Canedo, Water Distribution Superintendent – (909) 648 -7615 acanedo@cityofredlands.org
City of Redlands Wastewater Treatment Plant 1950 Nevada Street Redlands, Ca. 92374	1. Joseph Hamburger, Wastewater Operations Supervisor – (909) 353-9049 jhamburger@cityofredlands.org 2. Jung Park, Laboratory Manager – (909) 964-6499 jpark@cityofredlands.org

PART 4
PRICE AND FEE BID
BID # 20230608-AR
WATER & WASTEWATER TREATMENT PLANT SUPPLIES

Award will be made to the overall lowest responsive and responsible bidder.

THIS IS A BRAND SPECIFIC BID, NO SUBTITUTE WILL BE ACCEPTED

Line No.	Manufacture	A. Part No.	B. Description	C. Quantity	D. Unit Price	E. Extended Price (C*D)
1	HACH	27256	Water, Deionized, 4 L	12	$34.72	$416.64
2	HACH	246149	Formazin Turbidity Standard, 4000 NTU, 500 mL	6	$96.02	$576.12
3	HACH	2097000	Disposable Wipes, 11 x 22 cm, 280 per package	60	$10.33	$619.80
4	HACH	2105560	DPD Free Chlorine Reagent, Swiftes Dispenser Refill Vial, 250 Tests	30	$56.89	$1706.70
5	HACH	2444400	Chlorine (Total) Test Kit, Model CN-21P	10	$76.33	$ 763.30
6	HACH	2659505	StablCal® Turbidity Standards Calibration Kit, 0 - 7500 NTU, Sealed Vials	10	$383.15	$3831.50
7	HACH	2660153	StablCal® Turbidity Standard, 20.0 NTU, Bottle (1 L)	12	$180.42	$2165.04
8	HACH	2756549	pH Electrode Storage Solution, 500 mL	6	$44.47	$266.82
9	HACH	2947600	Buffer Solution Kit, Color-coded, pH 4.01, pH 7.00 and pH 10.01, 500 mL	6	$35.40	$212.40
10	HACH	7121649	Turbidity Standard, StablCal®, 400.0 NTU, 500 mL	6	$85.93	$515.58
11	HACH	9531000	Pocket Pro pH Tester	4	$115.43	$461.72
12	HACH	HQ440D	HQ440D Laboratory Dual Input, Multi-Parameter Meter	2	$1918.3	$3836.66
13	HACH	LXV445.99.10112	Hach TU5300sc Low-Range Turbidimeter	5	$2773.00	$13865.00

14	HACH	LZY901	Hach Glass Verification Rod, <0.1 NTU (Solid Secondary Standard)	2	$ 1465.00	$ 2930.00
15	HACH	LZY835	Hach StabiCal Calibration Set w/ RFID Tags	2	$ 703.00	$ 1406.00
16	HACH	LPV442.99.01012	TU5200 Laboratory Laser Turbidimeter without RFID, EPA Version	2	$ 5440.00	$ 10880.00
17	HACH	LXV445.99.53112	TU5300 sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version	4	$ 3232.04	$ 12928.16
18	HACH	PHC30101	Intellical™ PHC301 Laboratory General Purposes Refillable pH Electrode, 1 m Cable	6	$ 342.41	$ 2054.46
19	HACH	S21M004	Filling Solution, Reference, 3 M KCl with AgCl, 100 mL	12	$ 28.03	$ 336.36
20	HACH	2802300	DPD Free Chlorine Reagent, Swiftest Dispenser	20	$ 74.87	$ 1497.40
21	HACH	1895000	Lamp Assembly for 1720D and 1720E Low-range Turbidimeters	20	$ 76.19	$ 1523.80
22	HACH	2106069	PhosVer 3 Powder Pillow 100 count	14	$ 43.46	$ 608.44
23	HACH	2427606	Glass Sample Cells 6 count	12	$ 44.32	$ 531.84
24	Lutz	B36/MI4	Lutz 120v 640w Open Drip Proof Motor	2	$ 684.95	$ 1369.90
25	Blue-White	A1-1T	Blue-White FLEXFLO A-100N Replacement Flex-A-Thane	12	$ 34.08	$ 408.96
26	Rosemont	2051CD2A22A1AM4	Rosemount 2051 Pressure Transmitter, with LOI Differential, -250 to 250"H2O	8	$ 1794.45	$ 14355.60
27	Rosemont	2088G2S22A1M4	2088 Gauge Pressure Transmitter 0 to 150 psi, with LOI Display	8	$ 1309.45	$ 10475.60
28	Rosemont	3051CD2A22A1A M5	3051 Differential pressure transmitter, with LCD display	4	$ 2648.05	$ 10592.20
29	Rosemont	0306RT	Rosemount 306 In-Line Manifold	8	$ 189.67	$ 1517.36
30	Vita-D-Chlor	N/A	DE chlorination Tablets, 45 lbs USABLUEBOOK BRAND # 10458	6	$ 603.20	$ 3619.22
31	Zenner	FHZ25S**-GV	High-Performance Hydrant Meter w/ Gate Valve, 22"L, Cubic Feet	4	$ 1341.46	$ 5365.84
					TOTAL SUM BID (1 THROUGH 31)	$ 111,638.42

TOTAL PRICE WRITING IN WORDS

CONTRACT TERM (Please Complete)

The City may ☐ or may not ☑ exercise its option to renew this agreement as stipulated under the same price, terms and conditions for a period one ☐ two ☐ three ☐ additional year(s).

** PLEASE CONTACT USABLUEBOOK IF YOU WOULD LIKE TO EXTEND THIS CONTRACT

Signature Gregory Jorgensen Title BID COORDINATOR Date 6/20/23

CITY OF REDLANDS
TERMS AND CONDITIONS OF REQUEST FOR BID

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

Bidders are advised that City contracts are subject to all legal requirements provided for in the City Municipal Code and/or applicable City Ordinances, State and Federal Statutes.

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- All information required by the bid form shall be furnished.
- Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- Proposed delivery time must be shown.

2. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3. SUBMISSION OF FORMAL BIDS

Formal bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Clerk, 35 Cajon St. Redlands, CA 92373.

FORMAL Bids must be submitted on the forms furnished. Email and facsimile bids will not be considered.

Samples, when required, must be submitted within the time specified, at no expense to the City of Redlands. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4. REJECTION OF BIDS

The City of Redlands reserves the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, and reserve the right to award bids and/or contracts in the best interest of the City.

5. WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Staff.

6. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

7. CLARIFICATION, INTERPRETATIONS AND ADDENDA

- No oral interpretations will be made to any bidder as to the meaning of the Bid Documents. Any inquiry or request for interpretation shall be submitted under Q&A.

- The City reserves the right to amend this REQUEST FOR BID (RFB) prior to the bid due date. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her bid will nevertheless be construed as though it had been received and acknowledged and the submission of his/her Bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Bidder to verify that he/she has received all addenda issued before Bids are opened. Addenda or addendum will be published on the City's website, eProcurement system at www.cityofredlands.org/purchasing.

- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of Bids received. The City and its Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate or

quantities of work performed or material furnished in accordance with the Specifications and other bid documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

- In the event that an addendum alters a price basket, the new price basket must be used and submitted with the required bid documents.

8. BIDDER DISCOUNTS

Discounts should be deducted from the unit price and the net price should be shown in the bid.

9. INTENT OF CONTRACT

There are two types of contracts awarded for materials, equipment or non-professional services.

(a) ACTUAL QUANTITIES CONTRACT: Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of commodities indicated. The quantity indicated is the quantity the City wants to purchase, but the actual amount purchased is subject contingency which may increase the commodities purchased by 10%.

(b) ANNUAL CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

10. AWARD OF CONTRACT

The contract will be awarded to the lowest responsive and responsible bidder whose price and other factors have been considered in accordance to the provisions of the City of Redlands Municipal Code.

The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Redlands specifications.

A written award of acceptance (a duly approved purchase order or Agreement) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

Prices must be quoted F.O.B. Destination, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Redlands until the City actually receives and takes possession of the goods at the point or points of delivery.

The terms of this agreement is "no arrival, no sale".

It is the intent of the City to issue one (1) purchase order with a total estimated lump sum to adequately cover the costs of items ordered for the specified period. The City reserves the right to split this contract and award to more than one vendor, if it is to the City's advantage.

11. INSURANCE REQUIREMENTS

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the City's Risk Management Department. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all of the following types of insurance and shall maintain such insurance for the duration of the Agreement. The Contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self-insurance programs maintained by the City.

Comprehensive Commercial General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Commercial General Liability Insurance in an amount of $1,000,000 per occurrence and $2,000,000 aggregate with an insurance carrier acceptable to the City and name the City as additional insured.

Commercial Automobile Liability Insurance. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000, combined single limit for bodily injury liability and property damage liability and name the City as additional insured. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-owned vehicles.

Workers' Compensation and Employer's Liability Insurance. If applicable, the Contractor shall obtain, and maintain throughout the life of the Agreement, Workers' Compensation and Employer's Liability Insurance in the amount that meets the statutory requirement and shall be in force with an insurance carrier acceptable to the City. Contractor and any sub-consultants or subcontractors shall comply fully with the California Workers' Compensation Law.

Professional Liability Insurance. If applicable, the Consultant shall obtain and maintain throughout the life of the Agreement Professional Liability Insurance in an amount of $1,000,000 per claims made and $2,000,000 aggregate with an insurance carrier accepted to the City.

The Contractor shall instruct their insurance broker to furnish properly executed certificates of insurance to the City.

The name of the insured Contractor, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.

Certificates of insurance shall clearly evidence coverage required above.

Certificates of insurance shall be submitted by the broker directly either via email (insurance@cityofredlands.org) or US Mail to:
City of Redlands, Risk Management Division PO Box 3005 Redlands, CA 92373.

The insurer will notify the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

The City reserves the right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

12. ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES
The bidder by submitting a bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this bid/bid for the same prices and/or terms being 1144365. proposed. The successful Bidder has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Bidder's approval. Without the Bidder's approval, the seeking agency cannot Piggy-Back.

13. BUSINESS LICENSES
The successful Bidder will be required to obtain a City of Redlands business license prior to commencement of work.

14. CHANGES/MODIFICATIONS
The City reserves the right to order changes in the scope of work and resulting contract. The successful Bidder has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. Price adjustments will be based on the unit prices proposed by the Bidder in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

15. FISCAL YEAR FUNDING APPROPRIATION
Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the City of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

The City of Redlands reserves the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, per lump sum, and reserve the right to award bids and/or contracts in the best interest of the City.

23. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of the Bidders or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any subcontract to the Agreement. Such books and records shall be maintained by the Bidder for a period of three (3) years from the date of final payment under the Agreement and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

24. USAGE REPORT

Upon request, the successful bidder shall provide a report of items purchased by the City for the previous six months. This report shall be in order of most frequently ordered items to the least frequently ordered items. The following information shall be included in the report: product description, total quantity ordered for the period, and total amount spent on the item for the period.

The City of Redlands Business License Division

How to Apply

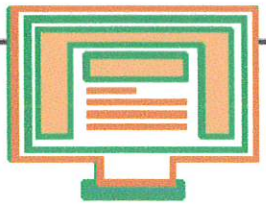


For immediate assistance, please contact the City of Redlands Business Support Center at:

(909) 479-2111

TELEPHONE

A Tax Specialist will be available to assist you in the processing of your application and payment over the phone

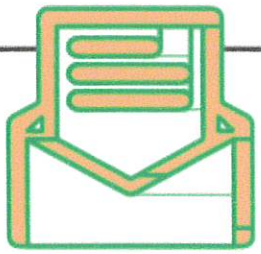


ONLINE

APPLYING ONLINE CAN BE QUICK AND EASY!

You can apply for a Business License online from the comfort of your home or office Please visit:

https://Redlands.HdLGov.com



MAIL

Download an application at
https://Redlands.HdLGov.com

Or request an application to be sent by mail by calling **(909) 479-2111**

Mail your completed form to:
City of Redlands Business Support Center
8839 N. Cedar Ave #212, Fresno, CA 93720
OR, scan and email your completed form to Support@HdLGov.com

NOTE: No payment will be required until your application has been reviewed and accepted. You will receive an email or telephone call verifying the receipt of application. After the business taxes are paid, a business license account number will be issued. A certificate will be mailed or e-mailed to you once the process is completed. Upon receipt of your license certificate, the City of Redlands Municipal Code requires it be posted in a conspicuous place at your place of business.

BUSINESS SUPPORT CENTER
8839 N. Cedar Ave #212 Fresno, CA 93720-1832 | Phone: 909-479-2111| Fax: 909-348-0465 | E-mail: Support@HdLGov.com

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
RE-BID OPENING REPORT

The following bids were opened on the **22nd day of June 2023 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water and Wastewater Treatment Plant Supplies – Project No. 20230608-AR**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (N/A)	Total Bid Amount
1	Ferguson, Poway CA	Yes	N/A	$80,152.88
2	USABlueBook Gurney IL	Yes	N/A	$111,638.42
3	Aviate Enterprise, Inc., McClellan CA	Yes	N/A	$168,295.17

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario; Paul Mariscal

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 20230608-AR
Annual P.O. W/WW TREATMENT PLANT SUPPLIES

BID DATE: 6/8/2023
FISCAL YEAR: 2023/2024

Line No.	Manufacture	A. Part No.	B. Description	C. Quantity	Aqviate Enterprises		Ferguson		USA Bluebook	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	HACH	27256	Water, Deionized, 4 L	12	$56.26	$675.12	$52.61	$631.32	$34.72	$416.64
2	HACH	246149	Formazin Turbidity Standard, 4000 NTU, 500 mL	6	$167.07	$1,002.42			$96.02	$576.12
3	HACH	2097000	Disposable Wipes, 11 x 22 cm, 280 per package	60	$13.35	$801.00			$10.33	$619.80
4	HACH	2105560	DPD Free Chlorine Reagent, Swiftes Dispenser Refill Vial, 250 Tests	30	$119.98	$3,599.40	$85.40	$2,562.00	$56.89	$1,706.70
5	HACH	2444400	Chlorine (Total) Test Kit, Model CN-21P	10	$131.18	$1,311.80	$121.95	$1,219.50	$76.33	$763.30
6	HACH	2659505	Stablcal® Turbidity Standards Calibration Kit, 0 - 7500 NTU, Sealed Vials	10	$621.49	$6,214.90			$383.15	$3,831.50
7	HACH	2660153	Stablcal® Turbidity Standard, 20.0 NTU, Bottle (1 L)	12	$310.08	$3,720.96			$180.42	$2,165.04
8	HACH	2756549	pH Electrode Storage Solution, 500 mL	6	$72.11	$432.66			$44.47	$266.82
9	HACH	2947600	Buffer Solution Kit, Color-coded, pH 4.01, pH 7.00 and pH 10.01, 500 mL	6	$54.65	$327.90	$51.11	$306.66	$35.40	$212.40
10	HACH	7121649	Turbidity Standard, Stablcal®, 400.0 NTU, 500 mL	6	$143.01	$858.06			$85.93	$515.58
11	HACH	9531000	Pocket Pro pH Tester	4	$239.24	$956.96			$115.43	$461.72
12	HACH	HQ440D	HQ440D Laboratory Dual Input, Multi-Parameter Meter	2	$3,342.69	$6,685.38			$1,918.30	$3,836.66
13	HACH	LXV445.99.10112	Hach TU5300sc Low-Range Turbidimeter	5	$3,706.23	$18,531.15			$2,773.00	$13,865.00
14	HACH	LZY901	Hach Glass Verification Rod, <0.1 NTU (Solid Secondary Standard)	2	$1,958.03	$3,916.06			$1,465.00	$2,930.00
15	HACH	LZY835	Hach StablCal Calibration Set w/ RFID Tags	2	$939.59	$1,879.18			$703.00	$1,406.00
16	HACH	LPV442.99.01012	TU5200 Laboratory Laser Turbidimeter without RFID, EPA Version	2	$7,270.78	$14,541.56			$5,440.00	$10,880.00
17	HACH	LXV445.99.53112	TU5300 sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version	4	$5,231.22	$20,924.88	$4,605.00	$18,420.00	$3,232.04	$12,928.16
18	HACH	PHC30101	Intellical™ PHC301 Laboratory General Purposes Refillable pH Electrode, 1 m Cable	6	$564.02	$3,384.12			$342.41	$2,054.46
19	HACH	S21M004	Filling Solution, Reference, 3 M KCl with AgCl, 100 mL	12	$45.43	$545.16			$28.03	$336.36
20	HACH	2802300	DPD Free Chlorine Reagent, Swiftest Dispenser	20	$115.54	$2,310.80	$112.40	$2,248.00	$74.87	$1,497.40
21	HACH	1895000	Lamp Assembly for 1720D and 1720E Low-range Turbidimeters	20	$140.34	$2,806.80			$76.19	$1,523.80
22	HACH	2106069	PhosVer 3 Powder Pillow 100 count	14	$70.42	$985.88	$65.25	$913.50	$43.46	$608.44
23	HACH	2427606	Glass Sample Cells 6 count	12	$89.40	$1,072.80	$83.15	$997.80	$44.32	$531.84
24	Lutz	B36/MI4	Lutz 120v 640w Open Drip Proof Motor	2	$915.46	$1,830.92			$684.95	$1,369.90
25	Blue-White	A1-1T	Blue-White FLEXFLO A-100N Replacement Flex-A-Thane	12	$65.49	$785.88	$49.00	$588.00	$34.08	$408.96
26	Rosemont	2051CD2A22A1AM4	Rosemount 2051 Pressure Transmitter, with LOI Differential, -250 to 250"H2O	8	$3,444.37	$27,554.96	$2,540.10	$20,320.00	$1,794.45	$14,355.60
27	Rosemont	2088G2S22A1M4	2088 Gauge Pressure Transmitter 0 to 150 psi, with LOI Display	8	$2,231.96	$17,885.68	$1,664.55	$13,316.40	$1,309.45	$10,475.60
28	Rosemont	3051CD2A22A1A M5	3051 Differential pressure transmitter, with LCD display	4	$4,477.35	$17,909.40	$3,097.80	$12,391.20	$2,648.05	$10,592.20
29	Rosemont	0306RT	Rosemount 306 In-Line Manifold	8	$322.04	$2,576.32	$303.50	$2,428.00	$189.67	$1,517.36
30	Vita-D-Chlor	N/A	DE chlorination Tablets, 45 lbs	6	$224.67	$1,348.02	$634.95	$3,809.70	$603.20	$3,619.22
31	Zenner	FHZ25S**-GV	High-Performance Hydrant Meter w/ Gate Valve, 22"L, Cubic Feet	4	$237.26	$949.04			$1,341.46	$5,365.84
		TOTAL SUM BID (Item 1 - 31)			$37,320.71	$168,325.17	$13,466.77	$80,152.08	$25,865.02	$111,638.42

City Council/Successor Agency Meeting **J. 10.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (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 Third Amendment to the Professional Services Agreement with Huitt-Zollars, Inc. to provide final engineering for the Live Oak Canyon Creek and Oakmont Park Project to extend the end date to April 30, 2024.

RECOMMENDATION:

Staff recommends City Council find that approval of a Third Amendment to the Professional Services Agreement with Huitt-Zollars, 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 that City Council approve a Third Amendment to the Professional Services Agreement with Huitt-Zollars, Inc. to extend the termination date for final engineering services for the Live Oak Creek and Oakmont Park Project to April 30, 2024.

DISCUSSION:

On October 15, 2019, City Council approved a Professional Services Agreement (Agreement) with Huitt-Zollars, Inc. (HZ) to engineer bank stabilization improvements within Live Oak Canyon Creek and Oakmont Park. The project was temporarily suspended soon after HZ began work due to COVID-19 impacts to City and HZ staff. On October 5, 2021, City Council approved a First Amendment to the HZ Agreement that extended the termination of services date to October 15, 2023 and identified John R. Harris as the City's project representative. At that time, the original scope of work was revised to limit bank stabilization improvements to the upstream portions of Oakmont Creek, adjacent to Oakmont Park.

On May 17, 2022, City Council approved a Second Amendment to the HZ Agreement that revises the scope of work to advance the project design to include final engineering plans, specifications, and construction cost estimates adequate for permitting agency review and approval. The final project plans have been completed and submitted to the permitting agencies for review and approval by each. Additionally, several meetings have been conducted to answer agency questions. However, these agencies have indicated that staffing shortages and workflow issues will delay the permit approval process, and permits will not be issued until early 2024. Therefore, the HZ Agreement must be extended to successfully complete the engineering phase of this project. Staff recommends extending the termination of services date to April 30, 2024.

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

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

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

Fiscal Impact

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

Attachments

Huitt-Zollars PSA Third Amendment
Huitt-Zollars PSA
Huitt-Zollars PSA First Amendment
Huitt-Zollars PSA Second Amendment

THIRD AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This third amendment ("Third Amendment") to the agreement for Engineering services related to the Live Oak Canyon Creek and Oakmont Park Restoration Project dated October 15, 2019 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Huitt-Zollars, Inc., a California corporation ("Consultant"), is made and entered into this 3rd day of October, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to extend the contract term to April 30, 2024.

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 4.2 of Article 4 ("Performance of Services") of the Agreement, is hereby amended to read as follows:

"4.2 The term of this Agreement shall be through April 30, 2024, unless terminated earlier as provided herein."

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment, to be effective as of October 3, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

Huitt-Zollars, Inc.

By: _____
Johnny Murad, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional engineering services for the Live Oak Canyon Creek and Oakmont Park restoration project ("Agreement") is made and entered in this 15th day of October, 2019 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Huitt-Zollars, Inc. ("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 professional engineering services for the Live Oak Canyon Creek and Oakmont Park restoration project which includes, but is not limited to, geological assessment and design services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Chris Boatman, City's Interim 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," entitled "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 the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of three hundred nineteen thousand six hundred fifty dollars ($319,650). City shall pay Consultant on a time and materials based upon the hourly rates set forth in Exhibit "C," entitled "Cost Proposal," attached hereto and incorporated herein by reference.

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

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

City	Consultant
City Clerk	Johnny Murad, Vice President
City of Redlands	Huitt-Zollars, Inc.
35 Cajon Street	3990 Concours, Ste 330, Ontario, CA 91764
P.O. Box 3005 (mailing)	Email: jmurad@huitt-zollars.com
Redlands, CA 92373	Phone Number: (909) 941-7799

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" entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.

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

C. 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.

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or

degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to

perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

CITY OF REDLANDS

By: _____
Paul W. Foster, Mayor

Attest:

_____
Jeanne Donaldson, City Clerk

HUITT-ZOLLARS, INC.

By: _____
Johnny Murad, Vice President

EXHIBIT "A"
SCOPE OF SERVICES



Live Oak Canyon Creek (LOCC), also known as Yucaipa Creek, drains westerly from Yucaipa into Redlands. The creek walls are slowly eroding and closing the gap between the creek and Live Oak Canyon Road just southerly of the Creek. LOCC may have experience increased erosion from current rainfall. Of specific concern is the area where drainage from Oakmont Park merges with LOCC, directly north of 31313 Live Oak Canyon Road.

Huitt-Zollars has visited the project site and noted that at this location, while the erosion is still a significant distance away from the road, it continues to show a rapid rate of erosion in a direction that may compromise the City's infrastructure.

Scope of work also includes improvements to the so-called "Oakmont" tributary stream to LOCC located within Oakmont Park, with a focus to be placed within the range of the existing gabions.



Consultant to conduct an analysis of the geological conditions specific to the location of concern in two phases that addresses, but is not limited to:

- Current geotechnical condition of soil in creek bed and walls
- Project condition given rate of erosion
- Design of required mitigation measures to prevent erosion
- Protection of oak trees and the trail system in Oakmont Park
- Necessary permits to construct improvements
- Approval from regulatory agencies
- Signage and barriers for safety
- Affected public areas
- Safety practices and Best Management Practices (BMP)
- Monitoring



It is understood that the project scope will be delivered in two phases.

Phase 1 – Evaluate the condition of the creek bed and surrounding walls, identify vulnerabilities, and make recommendations that assure public safety and protect property in LOCC. Evaluate the creek bed and surrounding walls based on post- development

hydrology, evaluate vulnerability of failing check dams, and make recommendations of minimal impact that will protect oak trees and the trail system in Oakmont Park. Recommendations will be associated with cost effective alternatives and presented in a written report. A draft report will be presented to the City for review prior to submittal of the final report. The final report that summarizes the finding and proposed recommendations will be presented to City Council.

Phase 2 – Develop Plans, Specifications, and Estimates (PS&E) of the recommended alternatives to prevent further significant erosion. The consultant will secure permits from required regulatory agencies and assist the City during the bid process. The proposed alternative(s) shall include a monitoring program.

A comprehensive approach to the design services will include:
- Geotechnical Investigation and Recommendations
- Environmental Services
- Topography of Existing Condition
- Preliminary Design Report – Findings, Alternatives, and Recommendations
- A Monitoring Program
- Obtaining all necessary permits
- Final Construction Documents (Plans, Specifications, and Estimates)

Services to assist the City with construction include:
- Bidding Support
- Construction Administration

Coordination and research will be required with:
- San Bernardino County
- City of Yucaipa
- California Fish and Wildlife
- Santa Ana Regional Board
- Army Corps of Engineers

EXHIBIT "B"
PROJECT SCHEDULE

Milestone	Anticipated Timeline
PHASE I	
Notice to Proceed	November 4, 2019
Kick-Off Meeting	November 11, 2019
Aerial Topography	November 22, 2019
Geotechnical Assessment	December 20, 2019
Environmental Assessment	December 20, 2019
Design Report - Draft Submittal	January 17, 2020
City Review	January 31, 2020
Design Report - Final Submittal	February 21, 2020
City Council Presentation	March 2, 2020
PHASE II	
Environmental CE	March 27, 2020
**(or Environmental IS/MND)*	August 10, 2020
80% Design Submittal	May 29, 2020
City Review	June 26, 2020
90% Plans, Specification, & Estimates	July 24, 2020
City Review	August 21, 2020
Final Submittal	September 11, 2020
Regulatory Permitting (401/404/1602)	September 25, 2020
** (if IS/MND) Regulatory Permitting (401/404/1602)*	February 5, 2021
Bid Support	8 weeks
Construction Support	20 weeks
Monitoring Survey	1 week
Record Drawings	1 week

**Assumes February 17, 2020 Kickoff*

EXHIBIT "C"
COST PROPOSAL

Work Task	PRINCIPAL		SR. PROJECT MANAGER		CIVIL ENGINEER		PROJECT SURVEYOR		Field Crew (2-Person)		CONVERSE GEOTECHNICAL	ECORP ENV.	TOTAL HOURS	TOTAL FEE (est)
DESCRIPTION	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	COST	COST		
Phase I - Preliminary Project Report (PDR)														
I.A Hydraulic and Geomorphic Evaluation			40	$9,000	180	$27,900							220	$36,900
I.B Geotechnical Desktop Study			4	$900							$5,500		4	$6,400
I.C Environmental Assessment			4	$900								$14,500	4	$15,400
I.D Topographic Surveying			2	$450	4	$620	32	$4,800	32	$7,520			70	$13,390
I.E Signage and Public Trails			8	$1,800	40	$6,200							48	$8,000
I.F Preliminary Design Report, Exhibits	4	$960	24	$5,400	60	$9,300							88	$15,660
I.G Project Administration and Meetings (Includes City Council Presentation)	6	$1,440	24	$5,400									30	$6,840
Phase I Subtotals:	**10**	**$2,400**	**106**	**$23,850**	**284**	**$44,020**	**32**	**$4,800**	**32**	**$7,520**	**$5,500**	**$14,500**	**464**	**$102,590**
Phase II - PS&E and Construction Support														
II.A 65%, 90%, and 100% PS&E	8	$1,920	80	$18,000	440	$68,200							528	$88,120
II.B 90% SWPPP			8	$1,800	40	$6,200							48	$8,000
II.C Design Geotechnical Recommendations			4	$900							$19,300		4	$20,200
II.D Bid Phase Support			24	$5,400	24	$3,720							48	$9,120
II.E Construction Phase Support			40	$9,000	24	$3,720							64	$12,720
II.F CEQA and 401/404/1602 Permitting			4	$900								$69,000	4	$69,900
II.G Project Administration and Meetings			40	$9,000									40	$9,000
Phase II Subtotals:	**8**	**$1,920**	**200**	**$45,000**	**528**	**$81,840**					**$19,300**	**$69,000**	**736**	**$217,060**
GRAND TOTALS:	**18**	**$4,320**	**306**	**$68,850**	**812**	**$125,860**	**32**	**$4,800**	**32**	**$7,520**	**$24,800**	**$83,500**	**1200**	**$319,650**
Reimbursable (~2% of Fee)														$6,400

The above-referenced hours for the identified tasks are estimates only. Huitt-Zollars, Inc. will conduct the above scope on an hourly time and materials basis, and will be compensated up to the not to exceed amount of three hundred nineteen thousand six hundred fifty dollars ($319,650).

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

Huitt-Zollars, Inc. Date: 10/15/19

By: _____
Johnny Murad, Vice President

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the Agreement for the Provision of Professional Services ("Agreement") dated October 15, 2019, by and between the City of Redlands, a municipal corporation and general law city ("City"), and Huitt-Zollars, Inc. ("Consultant"), is made and entered into this 5th day of October, 2021.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to extend the date for termination of the Services to October 15, 2023, and to make certain administrative changes;

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 3.2 of the Agreement, titled "Responsibilities of City," is hereby amended to read as follows:

"3.2 City designates John R. Harris, City's 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."

Section 2. Section 4.2 of the Agreement, titled "Performance of Services," is hereby amended to read as follows:

"4.2 The term of this Agreement shall be for a period of four (4) years commencing as of the Effective Date, unless terminated earlier as provided herein."

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 5, 2021.

CITY OF REDLANDS

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

HUITT-ZOLLARS, INC.

By: Johnny Murad, Vice President

L:\ca\djm\Agreements\Huitt-Zollars First Amendment.FY21-0031.docx.jn

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for engineering services for to the Live Oak Canyon Creek and Oakmont Park restoration project dated October 15, 2019 ("Agreement") by and between the City of Redlands, a municipal corporation ("City"), and Huitt-Zollars, Inc. ("Consultant"), is made and entered into this 17th day of May, 2022.

RECITALS

WHEREAS, it is the desire of City and Consultant to amend their existing Agreement, specifically to revise the Scope of Services to include final engineering plans, specifications and construction cost estimates;

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

Section 1. The scope of work performed by Consultant pursuant to Exhibit "A" of the Agreement, titled "Scope of Services," is hereby amended to include the work that is identified in Exhibit "1."

Section 2. Section 5.1 of the Agreement, titled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Three Hundred Seventy Two Thousand Two Hundred Twenty Two Dollars and Fifty Two Cents ($372,222.52). City shall pay Consultant on a time and materials basis in accordance with the hourly rates set forth in Exhibit "C," titled "Cost Proposal," attached hereto and incorporated herein by reference."

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of May 17, 2022.

CITY OF REDLANDS

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

HUITT-ZOLLARS, INC.

5/10/2022

Johnny Murad, Vice President

EXHIBIT "1"

ADDITIONAL SCOPE OF SERVICES

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. ı 3990 Concours ı Suite 330 ı Ontario, CA 91764-7970 ı 909.941.7799 phone ı 909.941.7789 fax ı huitt-zollars.com

March 31, 2022

City of Redlands
35 Cajon Street, Suite 22
Redlands, CA 92373

Re: Oakmont Park Channel Rehabilitation
Live Oak Canyon Creek Geological Assessment Project
Scope Modification for Construction Documents
City of Redlands, CA
HZ Project R310845.01

Mr. John Harris:

Huitt-Zollars appreciates the opportunity to provide this proposal to the City of Redlands for professional services required to deliver construction documents (PS&Es – Plans, Specifications and Estimates) for the rehabilitation of the channel at Oakmont Park. It is our understanding that the environmental regulatory permitting phase recommends a design level of approximately 60% design. The primary goal of the 60% design will be to define an environmental impact boundary that encompasses the aesthetic and erosive goals for the project. In this phase we will continue to consider the project's hydraulics and scouring (h/s) study as necessary to arrive at less erosive flow velocities and coordinate the details necessary to deliver the desirable aesthetics. We are focusing our effort on a design that looks natural, addresses unstable conditions, promotes self-healing, and most importantly aligns a final design the City's ultimate objective.

In the preliminary phase our team evaluated the hydraulics and scour analysis to provide some initial recommendations. It was determined that the use of check dams, practical slope armoring, and slope cut backs of 2:1 would address the existing erosive conditions. The design also reviewed the use of culverts to provide pedestrian crossings and to help protect oak tree's in proximity of the channel. We detailed non-grouted rip-rap, gabions, and geotextiles that we considered minimally acceptable to reduce flow velocities. The City requested that the design provide the aesthetic appeal of a recreational park and that the team consider larger riprap slabs with subtle entry into the channel, as seen in pictures that were provided. They have further expressed that protection of slope be considered in both east and west banks to equalize the feel of the channel. To deliver construction documents that builds from the preliminary design with an intent to refine the h/s study, details, and proposes alternatives to address aesthetics we are requesting support from in house leads in landscape and structural design. We are also recommending that the project engage the geotechnical engineer to evaluate the soil conditions and provide geotechnical recommendations within the project boundary.

The following scope for preparation of construction documents for the Oakmont Park Channel Rehabilitation is based solely upon the scope of services, compensation, schedule, terms and conditions as specifically detailed herein:

HUITT-ZOLLARS

I. SCOPE OF SERVICES:

1.0 Engineering Services: As described above the scope of services in all task below is limited to analysis of a portion of the channel at Oakmont Park. More specifically limits that begin at an upstream end with the outlets at Sutherland Drive and extend approximately 800 linear feet downstream, as shown in our preliminary design drawings.

1.1 Channel Design: Provide drawings (plan and profile) for 100% design of the Oakmont Park channel. The design will continue to identify locations along the channel for application of specific erosive reduction measures such as check dams, slope armoring, culverts, gabions, and grading to stabilize the channel's erosion. Availability of materials with local quarries will be verified. A rough grading plan will be generated to establish the anticipated limits of work, as well as construction entrance(s) to the bottom of the channel. More specifically HZ will provide an evaluation of the design revisions related to the landscape design. This includes changes to slope and application of rip-rap through the channel. We will develop details and cross sections to deliver on the city's goal for aesthetics. The plans will provide sufficient information for an engineer's estimate of probable cost.

Deliverable:

70% Progress Design and Engineer's Estimate Only
90% PS&Es
100% (Final Design) PS&Es

1.2 Hydraulic and Scour Evaluation: Update the hydraulic model for the proposed design to reflect the 100% design. Our current preliminary analysis will be used to provide recommendations for 100% design for the Oakmont Park channel and then modified to match the deliverable at 70% and 90% design. The final hydraulic study will include a hydraulic model for the extents of the project, sizing of the bank repairs, check dams, pedestrian culvert crossing, and rip-rap aprons.

1.3 Landscape Support: Huitt-Zollars' landscape architect will coordinate with the city and research local stone quarries to determine the type of boulders or boulder slabs available in the area. The landscape design team will then work closely with the civil engineer to develop the detail and cross sections that deliver on the city's goal(s) for aesthetics.

Separate landscaping and irrigation plans are excluded and if required a separate scope and fee will be provided to the CLIENT for review and approval.

1.4 Structural Support: The design will require structural support to evaluate the stability of large boulders or boulder slabs and other erosive measure. Our structural team will work closely with the design team to provide supporting calculations.

1.5 Geotechnical Engineering: To access the stability of soils, determine structural parameters, and provide recommendations to protect from further erosion damage. Our geotechnical consultant will conduct a field investigation and prepare a report which includes:

- **Project Setup**
  - Geotech will determine and field mark boring locations
  - Notify Underground Service Alert (USA)
  - Engage a drill rig to sample the subsurface soils
- **Field Investigation**
  - Plan for three (3) borings along the channel
  - Approximate depth of 25 feet
  - Drilled with a track-mounted rig equipped (hollow-stem augers)
  - Backfill with loose soil cuttings
  - City shall monitor and backfill settlement as necessary, if construction is delayed
- **Laboratory Testing**
  - In-place moisture and density
  - Expansion index
  - Laboratory maximum density
  - Direct Shear
- **Engineering Analysis and Report**
  - Project description
  - Summary of conditions
  - Description of the field procedures
  - Discussion of materials encountered
  - Discussion of properties
  - Exploratory logs
  - Approximate depth of groundwater, if encountered
  - Discussion of lab test results
  - Location of active faults within 62 miles
  - Seismic coefficient based on 2016 CBC
  - Discussion of Liquefaction
  - Slope stability evaluation
  - Slope construction recommendations
  - Soils bearing capacity
  - Lateral earth pressures

1.6 Engineer's Estimate of Probable Cost: Huitt-Zollars will prepare an engineer's estimate of probable cost at 70%, 90% and 100% design. The opinion of probable construction cost will use industry-standard unit costs, ENR construction costs, and available City cost database.

1.7 Specifications: Huitt-Zollars will prepare one set of project specifications. Specifications will be derived from city's boilerplate document and/or APWA standard specifications. Specification will be submitted at 90% and 100% design.

HUITT-ZOLLARS

2.0 Meeting and Project Management:

2.1 Meetings and Project Management: This item includes time for meetings, phone calls, conference calls, coordination, and other project management tasks.

2.2 ECORP's Meetings and Coordination: This item includes time for Ecorp's participation in meetings, phone calls, conference calls, coordination, and other project tasks.

II. COMPENSATION:

All services provided for this project will be billed monthly on a time and materials (T&M) based on 2022 hourly rates (See Attachment A).

1.0 Engineering Services:

1.1	**Channel Design**	$56,500
1.2	**Hydraulic and Scour Evaluation**	$32,000
1.3	**Landscape Support**	$30,000
1.4	**Structural Support**	$19,500
1.5	**Geotechnical Engineering**	$20,500
1.6	**Engineer's Estimate**	$ 9,000
1.7	**Specifications**	$10,500
	Sub Total for Engineering Services:	**$178,000**

2.0 Meetings and Project Management:

2.1	**Meetings & Project Management:**	$16,000
2.2	**ECORP's Meeting and Coordination:**	$ 5,000
	Sub Total for Meetings and Project Management:	**$21,000**

3.0 Reimbursable Expenses

3.1 Reimbursable expenses are estimated at **$500** which include deliveries, mileage, and production of bidding and construction documents. Expenses shall be compensated as agreed upon in the original contract.

The total estimated budget for all above items: $199,500

HUITT-ZOLLARS

III. DELIVERABLE:

Updated Hydraulics Analysis Report
Details and Cross-Sections (2 Sheets)
Oakmont Park Channel Design
Plan and Profile (2 Sheets)
Rough Grading (2 Sheets)
Final Grading (2 Sheets)
Storm Drain (1 Sheet)
Landscape Details (2 Sheets)
Quantities
Geotechnical Report
Structural Calculations

Sheet Format:
24"x36" Sheets
1" = 20' Horizontal Scale
1" = 8' Vertical Scale

IV. EXCLUDED SERVICES:

Surveying
Topography
Tree Surveys
Task not set forth in Scope
Third Party Fees

V. CLIENT PROVIDED ITEMS:

Client shall provide Huitt-Zollars with the following:

1. Written Notice to Proceed (WNTP)
2. Boilerplate Specifications, if available

VI. SCHEDULE:

Following receipt of a written notice to proceed we anticipate requiring 40 working days for geotechnical studies and approximately 160 working days to complete final design. A detailed milestone schedule that includes dates for 70%, 90% and 100% will be provided after NTP.

HUITT-ZOLLARS

VII. TERMS & CONDITIONS

The originally agreed to Terms and Conditions for the Live Oak Canyon and Oakmont Park restoration project dated October 15, 2019 between the City of Redlands and Huitt-Zollars with a revised scope and fee as provided herein will apply to this Project

We are ready to begin work as soon as we receive authorization via the Written Notice to Proceed. If you have any questions about any aspect of this proposal, please do not hesitate to give us a call.

Sincerely,

HUITT-ZOLLARS, INC.

Johnny Murad, P.E., QSD/P
Vice President / Managing Principal
C67512

Miguel Angel Hernandez, P.E., P.L.S., QSD/P
Senior Project Manager
C61378

EXHIBIT "2"

COST PROPOSAL

HUITT-ZOLLARS

Southern California

2022
HOURLY RATE SHEET

Engineering/Architecture

Principal	$ 280.00
Sr. Project Manager	$ 250.00
Design Principal	$ 220.00
QA Manager	$ 220.00
Project Manager	$ 215.00
Sr. Civil Engineer	$ 215.00
Sr. Structural Engineer	$ 205.00
Sr. Mechanical Engineer	$ 185.00
Sr. Electrical Engineer	$ 190.00
Civil Engineer	$ 160.00
Structural Engineer	$ 170.00
Mechanical Engineer	$ 170.00
Electrical Engineer	$ 170.00
Plumbing Engineer	$ 170.00
EIT	$ 145.00
Sr. Architect	$ 215.00
Architect	$ 200.00
Architect Intern 3	$ 165.00
Architect Intern 2	$ 135.00
Architect Intern 1	$ 120.00
Sr. Designer	$ 185.00
Designer	$ 160.00
Sr. CADD Technician	$ 145.00
CADD Technician	$ 115.00

Interior Design

Sr. Interior Designer	$ 170.00
Interior Designer	$ 120.00

Survey

Survey Manager	$ 220.00
Sr. Project Surveyor	$ 185.00
Project Surveyor	$ 155.00
Survey Technician	$ 125.00

Survey Crews

1-Person Survey Crew	$ 165.00
2-Person Survey Crew	$ 250.00
3-Person Survey Crew	$ 315.00

Construction

Construction Manager	$ 180.00
Resident Engineer	$ 165.00
Inspector/Owner's Representative	$ 130.00
Sr. Project Representative	$ 125.00
Resident Project Representative	$ 100.00

Administrative

Sr. Project Support	$ 110.00
Project Support	$ 85.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

Hourly rates are subject to annual adjustment

City Council/Successor Agency Meeting **J. 11.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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; authorize street closures related to the event; approve a request for in-kind support in the amount of $8,128.00 related to the event (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that the requests are appropriate, the following motions are provided:

1. I move to authorize the closure of East State Street, 9th Street, Olive Avenue, Center Street, Brookside Avenue and Eureka Street, from 9:00 a.m. to 2:00 p.m. on the event day; and

2. I move to authorize the expenditure of city resources and in-kind support in the amount of $8,128.00 related to this event.

RECOMMENDATION:

Staff recommends that the City Council authorize the request for in-kind support in the amount of $8,128.00, and approve the temporary street closures related to the event.

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 support 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 equipment, staff, and facilities for special events.

The Redlands Chamber of Commerce has reserved Ed Hales Park and Smiley Park to hold the Dog Jog event from 9:00 a.m. to 2:00 p.m. on Sunday, October 22, 2023 and is requesting the temporary closure of East State Street, 9th Street, Brookside Avenue, Center Street, Glenwood Drive and Eureka Street. Additionally, the Chamber of Commerce is requesting in-kind support including Police Personnel, Facilities and Community Services Personnel and equipment, and the waiving of fees associated with reservations for Ed Hales and Smiley Parks. The estimated total of this support is $8,128.00. The Redlands Chamber of Commerce is a non-profit organization operating out of the City of Redlands.

According to the submitted application, the event registration and sponsorships will generate revenue for the Redlands Chamber of Commerce and grant the Chamber more opportunities to offer services to businesses and the local community. In addition, part of the proceeds will be donated to the Redlands Animal Shelter to continue and enhance operations. The proposed event is expected to draw 250 attendees to the downtown area where attendees will patronize local businesses and restaurants.

ALTERNATIVES:

The City Council may elect to deny the in-kind service request and direct staff accordingly.

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
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year: 2023-2024

Amount: $8,128.00

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]	$6,440.00	Hard Cost	$7,637.00
Fire Personnel[1]	$0.00	Hard Cost	$
Facilities & Community Services Personnel[1]	$1,500.00	Hard Cost	$
Personnel & Equipment Subtotal	**$7,940.00**		**$7,637.00**
Fees Established by City Council Resolution			
Park Reservation	$188.00	Soft Cost	$188.00
FCS Equipment	$	Soft Cost	
Fire Equipment	$	Soft Cost	
Fees Subtotal	$188.00		$188.00
Total Departmental Charges and Fees	**$8,128.00**		$7,825.00
	$7,940.00 (Hard Cost) $188.00 (Soft Cost) $8,128.00 (Total)		**$7,637.00 $188.00 $7,825.00**

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 2023-24 to date:

TABLE 2: FY 2023-24 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	Waiver Amount	Net Amount
$116,810.14	$12,758.96	$	$	$129,569.10

Attachments

Verification of Nonprofit
In-Kind Support Attachment
Dog Jog 2023 Rte
Dog Jog In-Kind Request

REDLANDS CHAMBER OF COMMERCE

EIN: 95-1137980 | United States

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2020 Form 990EO**
- **Tax Year 2019 Form 990O**
- **Tax Year 2018 Form 990O**
- **Tax Year 2017 Form 990O**
- **Tax Year 2016 Form 990O**

REDLANDS
CHAMBER OF COMMERCE

Event Description: The Redlands Chamber of Commerce will present the annual Dog Jog on Sunday, 10/22/2023, at 10:00am. It is a family-friendly and fun-filled event with both 2-legged and 4-legged participants walking through Downtown Redlands. The finish line will be at the Smiley Library/Shrine Park, where there will be festivities, activities and booths.

Positive Outcomes: The Dog Jog registration and sponsorships will generate much-needed revenue for the Chamber. Such fundraisers provide the ability for the Chamber to continue its programs and services not only for member businesses, but also for the community.

Economic Benefit: The Dog Jog will bring Redlands residents, families and friends together to enjoy the walk, then stay to shop and dine in Downtown Redlands. In addition, a part of the proceeds will be donated to the Redlands Animal Shelter to continue and enhance their operations.

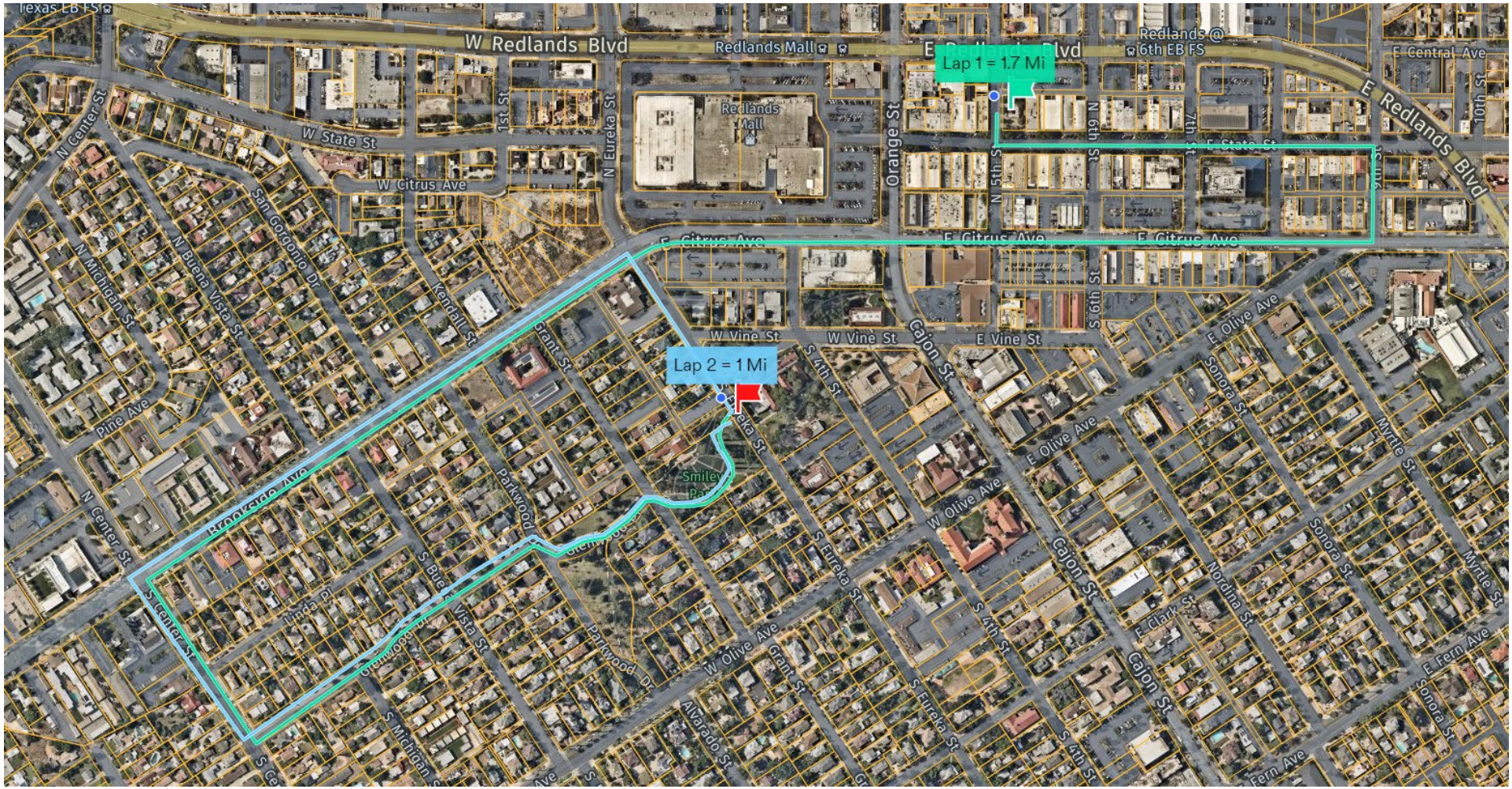
47 N. 1st Street • Redlands, CA 92373 • 909-793-2546

Dog Jog Route

Lap 1 = 1.7 Miles

Lap 2 = 1.0 Miles

Total = 2.7 Miles



City of Redlands *In-Kind Support Request*

Event Name: Redlands Chamber of Commerce Dog Jog

Event Date(s): 10/22/2023 **Location(s):** Ed Hales Park to Smiley Library/Shrine Park

Rain Out Date: n/a **Beginning Time:** 9:00am **End Time:** 2:00pm

Describe Your Request:

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

See attached

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Barricades
- [x] Police (*Public Safety Personnel)* — Officers and CVPs
- [ ] Fire (*Paramedics, Inspectors)*
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* — Trash rec ptacl s
- [ ] 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 Chamber of Commerce

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 95-1137980

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Evan Sanford, Executive Director

Mailing Address: 47 N. 1st St., Redlands, CA 92373

Phone Number: 909-793-2546 **E-Mail Address:** Evan@RedlandsChamber.org

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

See attached

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

See attached

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	250	200	
Attendance: Non-Residents	50	30	
Food & Beverage Sales			
Merchandise Sales			
Ticket/Entrance Fees	$4000	$3000	
Other	$5000	$4000	
Total Revenue	$9000	$7000	

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

Signature: Evan Sanford **Title:** Executive Director

Please Print Your Name: Evan Sanford **Date:** 6/8/2023

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

City Council/Successor Agency Meeting **J. 12.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (Facilities and Community Services Crocker)

MOTION(S):

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

1. I move to approve the Agreement with San Bernardino County Superintendent of Schools for work experience instruction of its students to support the City's Recreation and Senior Services Division.

RECOMMENDATION:

Staff recommends the City Council approve the Affiliation Agreement with San Bernardino County Superintendent of Schools for work experience instruction of its students to support the City's Recreation and Senior Services Divisions.

DISCUSSION:

The Facilities and Community Services Recreation Division offers programs that provide enrichment opportunities for Redlands residents by focusing on community support and partnerships, nutrition and healthy eating, active living and promoting healthy attitudes towards fitness. The Recreation Division also facilitates the operation of the Redlands Community Center, Joslyn Senior Center and the rental of a number of indoor and outdoor recreation sites. The San Bernardino County Superintendent of Schools accelerates the skill development and education of high school students in the region to prepare them to be career ready, technically skilled and academically prepared. SBCSS offers a broad range of occupational and educational programs.

The Affiliation Agreement will allow the SBCSS, through the City of Redlands, to provide work experience for students attending Redlands High School, Redlands East Valley High School and Citrus Valley High School within the City's Recreation and Senior Services Divisions at no cost to the City. Under this Agreement, SBCSS will pay for the program participants while the City will provide supervision, training, equipment, and uniform shirts.These paid participants will be instrumental in the increased programs offered by the Recreation Division.

ALTERNATIVES:

The City Council may elect to not approve the agreement; however, this will hinder the Recreation and Senior Service Division's ability to enhance service levels for the Community and Senior Center patrons.

STRATEGIC PLAN:

Objective E8 - Enhance Recreational Program Services

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
Chris Boatman, Assistant City Manager
Janice McConnell, Assistant City Manager

PREPARED BY:
Dave Jaffe, Recreation Supervisor

Fiscal Impact

Discussion:

There is no fiscal impact associated with the approval of the Affiliation Agreement- San Bernardino County Superintendent of Schools Work Experience Program.

Attachments

SBCSS Affiliation Agreement

AFFILIATION AGREEMENT

NO. 23/24-_____

THIS AGREEMENT, made and entered into this 3rd day of October , 2023 , by and between The San Bernardino County Superintendent of Schools, hereinafter referred to as "**SUPERINTENDENT**" and **City of Redlands** , hereinafter referred to as "**AFFILIATE**" located at 111 West Lugonia Ave. Redlands, CA 92373 .

W I T N E S S E T H

WHEREAS, the **SUPERINTENDENT** is desirous of providing work experiences for students in its programs; and

WHEREAS, the **AFFILIATE** is willing to make available to the **SUPERINTENDENT** facilities for use in the work experience instruction of its students.

NOW, THEREFORE, the **SUPERINTENDENT** and **AFFILIATE** mutually agree to the following:

1. Term of Agreement
   a. The term of this Agreement shall be from the date first set forth above until it is terminated by either party giving thirty (30) days written notice to the other party. Agreement shall be re-visited after the standard five-year term has passed unless otherwise terminated by either party.

2. Responsibilities of the **AFFILIATE**
   a. Provide a facility, tools, equipment, supplies, and supervision, as may be necessary, for the work experience of students from the **SUPERINTENDENT**.

   b. Work cooperatively with **SUPERINTENDENT**'s staff to identify the areas or departments to be used and the time schedule for use.

   c. Keep records of hours worked by the students.

   d. The **AFFILIATE** will on a regular basis evaluate the performance of the student in accordance with the **SUPERINTENDENT**'s policy.

   e. The **AFFILIATE** agrees that the training of the students will not result in the reduction or termination of the **AFFILIATE**'s regular employees.

3. Responsibilities of the **SUPERINTENDENT**
   a. Provide to the **AFFILIATE** necessary consultation services relative to the desired goals for each student.

   b. The students are not the employees of **AFFILIATE**, but shall be considered employees of the **SUPERINTENDENT** under Division 4 (commencing with Section 3201) of the Labor Code of the State of California and for purposes of Section 4.f below.

   c. Include students in its Workers' Compensation Insurance coverage.

4. **SUPERINTENDENT** and **AFFILIATE** Mutually Agree to the Following
   a. Students will be subject to the rules and regulations of the **AFFILIATE** during the hours they are in the **AFFILIATE**'s facility.

   b. Students shall be under the direct supervision of the **AFFILIATE** and/or managing personnel of the **AFFILIATE**.

c. The **AFFILIATE** may request the removal of any student from its place of business.

d. The **SUPERINTENDENT** and the **AFFILIATE** shall meet and confer on an as-needed basis to evaluate program progress and to identify and resolve any problems arising from the conduct of the program.

e. The **AFFILIATE** shall not be responsible for any transportation to or from the **AFFILIATEs** place of business.

f. The **SUPERINTENDENT** and **AFFILIATE** mutually agree to indemnify, defend, save, and hold harmless each other, and their respective officers, agents, and employees, of and from any and all liability, claims, demands, debts, suits, actions, and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof which arise out of or result from the negligent acts or omissions of such indemnifying party, or its officers, agents, and employees, but only in proportion to and to the extent of the negligence caused by them.

g. The **SUPERINTENDENT** and **AFFILIATE** agree to maintain in force during the term of this Agreement, such General Liability Insurance as will protect each with respect to its own operations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	**AFFILIATE NAME**
Amber L. Arias, Manager Procurement Services	Signature
Date	Eddie Tejeda Name
	Mayor Title
EAST VALLEY SELPA/TRANSITION PARTNERSHIP PROGRAM	
Name of Program Representative	10/3/2023 Date
Title	(909) 798-7510 Phone #
Signature	citycouncil@cityofredlands.org E-mail Address
Date	

City Council/Successor Agency Meeting **J. 13.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move to authorize 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.

RECOMMENDATION:

Staff recommends that the City Council authorize the 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 in an amount not to exceed $49,352.50.

DISCUSSION:

The City of Redlands Corporate Yard provides alternative fuel to customers seven days a week. It is also a significant revenue source for the City, generating approximately $1.1 million in sales annually. Two of the primary fuels dispensed at the fuel islands are Renewable Liquefied Natural Gas (RLNG) and Compressed Natural Gas (CNG). These fuels are used by the City's fleet of natural gas vehicles in addition to being sold to external customers. Additionally, the fuel island provides unleaded and diesel to the City's fleet of light and heavy-duty vehicles. As part of the City's ongoing efforts to retain existing and

attract new fuel sales customers, multiple projects have been undertaken to provide additional revenue-generating opportunities.

Currently, the fuel island operates via the Fuel Master system via a Local Area Network (LAN) system. The current LAN system has become antiquated, requiring an update. The proposed update will consist of 3 FM live upgrades. The upgrade will consist of the replacement of the upper head units completely on all 3 existing Fuel Master Units (FMUs) for Diesel, unleaded, CNG, and RNLG pumps. The software will be copied and converted to web-hosted and web-based access. This upgrade will allow staff to work with Fuel Master to transfer existing database data files. User software training will be included and performed upon completion of the on-site hardware upgrade. All three units will be able to accept and process credit cards via an internal cell modem and will utilize cell modems to transfer data to the web portal.

Staff is recommending approval of a Sole Source purchase order with Fuel Equipment Services, Inc. for an amount not to exceed $49,352.50. Fuel Equipment Services, Inc. is an Authorized Service Contractor for the Fuel Master Line of equipment. They are the sole contractor for the installation, training and troubleshooting of the Fuel Master AIM2 and AIM2.4 in San Bernardino County. They are also an authorized distributor for the Fuel Maser line of parts and equipment.

ALTERNATIVES:

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

STRATEGIC PLAN:

Not Applicable.

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
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Larry Alms, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2023-24
Revenue Generating: Yes
Amount: 49,352.50
Budgeted Y/N: Yes
Account No.: 607900
Discussion:

Sufficient funding for these services are included in the Equipment Maintenance Division (607900) budget for Fiscal Year 2023-24 as approved by City Council. In addition, the expense will be offset by revenue from outside fuel sales.

Attachments

A. Sole Source Request Form

Sole Source/ Single Source/ Standardization Form

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

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

Date: 8/16/23

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ 49,352.50

Proposed Vendor: Fuel Equipment Services, Inc. (Fuel Serv)

Request Term: _____

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:

Fuel Equipment Services, Inc. is an Authorized Service Contractor for the Fuel Master Line of equipment. They are the sole contractor for the installation, training and troubleshooting of the Fuel Master AIM2 and AIM2.4 in San Bernardino County. They are also an authorized distributor for the Fuel Maser line of parts and equipment.

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**

If services were no longer available, an entirely new fuel island system would have to be installed

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

TRICIA SWOPE 8/18/23
Prepared by Date

[signature] 8/22/23
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

FUEL SERV
4190 Mission Blvd
Montclair, CA 91763-6012
+1 8005813710
lisa@fuelservinc.com

QUOTE

ADDRESS	SHIP TO	
Tricia Swope	Tricia Swope	**QUOTE #** 23-0162s
City of Redlands	City of Redlands	**DATE** 08/10/2023
Accounts Payable	City of Redlands site	**EXPIRATION DATE** 09/10/2023
P.O. Box 3005	Attn: Aaron Jenkins, Fleet	
Redlands, CA 92373	Supervisor	
	1270 W Park Ave, #E	
	Redlands, CA 92378-8112	

QTY	DESCRIPTION	RATE	AMOUNT
	SCOPE OF WORK: Perform (3) FM Live Upgrades. The Upgrade will consist of replacement of the upper head units completely on all (3) existing FMUs. Software will be copied and converted to Web Hosted and Web based access. Customer will work with Fuel Master to transfer existing database data files. User Software training will be included and performed upon completion of on site hardware upgrade. All three units will be able to accept and process credit cards via an internal cell modem and will utilize cell modems to transfer data to Web portal. NOTE: Customer must coordinate with their NBS credit card processor for the change from phone to cell modem dial in and must provide Account ID and Terminal ID. New system will have annual reoccurring fee for cell modems and hosting totaling $7,596. Pervailing Wage is included. EXCLUSIONS: -Installation of network communication cable or hardware. -Replacement or repair of damaged conduit and/or junction boxes, above or below ground. -Installation or pulling of new wire and or communication cable into/to/inside the building. -Cost increases of the equipment or materials 30 days after the date of this proposal, if increases occur the additional cost will be charged as an extra. -Replacement or repair of any existing equipment beyond the scope of this proposal. -Engineering, architectural drawings, or blue prints of any kind. -Permitting of any kind. -Insurances beyond those already possessed. -Any testing not specifically mentioned it the scope of work. -Cost incurred due to delays on this project, not caused by Fuel Serv, such as delays in payment, project change orders or acts of GOD, etc. -The Client shall assume costs incurred do to change orders or delay in receipt of payments as scheduled.		

WHEN QUALITY MATTERS AND EXPERIENCE COUNTS!

QTY	DESCRIPTION	RATE	AMOUNT
	-The Client shall assume costs incurred, after this proposal, due to regulatory directives.		
1	Fuel Master Parts, Set-Up, Activation, Data Base Conversion, First Year of FMLive Services	39,000.00	39,000.00T
1	TOTAL EQUIPMENT, TRAVEL AND LABOR	6,565.00	6,565.00

If you have any questions or need modifications to your quote please let us know.

SIGN, DATE AND RETURN TO PROCEED.
By signing this document you certify you are authorized to do so on behalf of your company and agree to all terms, schedules, exclusions and scope of work here in.

SUBTOTAL	45,565.00
TAX (8.75%)	3,412.50
SHIPPING	375.00
TOTAL	**$49,352.50**

Accepted By

Accepted Date

WHEN QUALITY MATTERS AND EXPERIENCE COUNTS!

Syntech Systems, Inc.
Toll Free 800.888.9136 | Phone 850.878.2558
100 Four Points Way, Tallahassee, FL 32305
MYFUELMASTER.COM

August 29, 2023

To Whom It May Concern:

FuelServ Group is an authorized distributor for Syntech Systems, Inc. and currently has certified FuelMaster Technicians that have satisfied all training requirements.

If you should require further documentation demonstrating the FuelMaster certification for, FuelServ please contact us at 800-888-9136, or email Sara.Dunlap@myfuelmaster.com

Sincerely,

Syntech Systems, Inc.



Bobby Bell
Distributor Relationship Coordinator

City Council/Successor Agency Meeting **J. 14.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement with Fairview Ford Sales, Inc., for auto body repair services for an amount not to exceed $73,288 (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move to approve an agreement with Fairview Ford Sales, Inc., for auto body repair services for an amount not to exceed $73,288.

RECOMMENDATION:

Staff recommends that City Council approve the award of an agreement with Fairview Ford Sales, Inc., for the provision of auto body repair services for an amount not to exceed $73,288.

DISCUSSION:

The City of Redlands Equipment Maintenance Division oversees the maintenance of approximately 470 vehicles and the maintenance and operations of the City's fuel station at the corporate yard. To accommodate the maintenance of City vehicles that require auto body repair services, staff is seeking approval for the following:

In accordance with the City's procurement guidelines, a form Request for Bids (RFB) was advertised for auto body repair services. On July 6, 2023, the City Clerk received and opened one bid. Staff evaluated the bid for verification of the total. Fairview Ford Sales Inc., met all the bidding requirements and was deemed the apparent low bidder. The total annual agreement amount is not-to-exceed $73,288.

Vendor Name	Bid Amount
Fairview Ford Sales Inc.	$73,288

ALTERNATIVES:

City Council may elect to reject all bids, not approve the agreement, and direct staff accordingly.

STRATEGIC PLAN:

Not Applicable.

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
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Jocelynn Butters, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2023-24
Amount: $73,288
Budgeted Y/N: Y
Account No.: 607900
Discussion:

Sufficient funding for this service is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2023-24 as approved by City Council.

Attachments

A. Agreement with Fairview Ford

B. City Clerk Bid Report

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for auto body repair services ("Agreement") is made and entered in this 3rd day of October, 2023("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Fairview Ford Sales, 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 Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform auto body repair services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term").

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Seventy-Three Thousand Two Hundred Eighty-Eight Dollars ($73,288). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule Title," which is attached hereto and incorporated herein by this reference.

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

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

CITY	CONTRACTOR
City Clerk	Shawn Sommer, Body Shop Manager
City of Redlands	Fairview Ford Sales, Inc.
35 Cajon Street	P.O. Box 1390
P.O. Box 3005 (mailing)	San Bernardino, CA 92410
Redlands, CA 92373	bodyshop@fairviewford.com
jdonaldson@cityofredlands.org	(909) 884-9261
(909) 798-7531	(909) 884-3775 Fax

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;

(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or

otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

FAIRVIEW FORD SALES, INC.

By: _____
Shawn Sommer, Body Shop Manager

EXHIBIT "A"

SCOPE OF SERVICES

Provide off-site automotive body repair services on an as-needed basis for the City's Equipment Maintenance Division. All work must be done per specifications, according to all applicable and acceptable industry standards, of the highest quality workmanship, and completed by the time required.

Security: City vehicles, equipment, and materials shall be maintained in a secure storage at all times.

Materials and Equipment: Contractor shall only use Original Equipment Manufacturer (OEM) parts unless authorized by Fleet Services Coordinator or Authorized City Representative.

Estimates: Contractor shall submit a final estimate, which is true and accurate, of the body repair to the by Fleet Services Coordinator or Authorized City Representative for consideration and authorization.

Pick-up and delivery: Contractor shall provide pickup and delivery services as requested to the Equipment Maintenance Corporate Yard, **1270 W. Park Avenue #Bldg. E.** Vendor shall pick up and drop off or arrange for pickup and drop off of City vehicles from City Corporate yard, using shop tow truck or towing subcontractor. Upon receiving a request, vehicles are to be picked up by the contractor from the City Corporate yard within 24 hours of request for repairs. Upon completion of the work, the contractor shall deliver the vehicle to the City Corporate yard within 24 hours.

EXHIBIT "B"
FEE SCHEDULE TITLE

Labor Type (per hour)	Hourly Rate
Body work: labor rate	$45.00
Heavy Duty (class 8 & above) body work: labor rate	$65.00
Mechanical: labor rate	$65.00
Heavy Duty (class 8 & above) mechanical: labor rate	$80.00
Framework: labor rate	$65.00
Body paint work: labor rate	$45.00
Body aluminum work: labor rate	$80.00
Paint materials rate:	$34.00
Hazardous Material Disposal	$15.00
Pick up & delivery charge, per vehicle	No charge
Parts mark up	20%

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

FAIRVIEW FORD SALES, INC

By:_____ Date: _____

Shawn Sommer, Body Shop Manager

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of July 2023 at 10:00 a.m.** on behalf of the Facilities and Community Services Department for **Auto Body Repair Services – Project No. FCS06212023JBII**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (N/A)	Total Bid Amount
1	Fairview Ford Sales, San Bernardino CA	Yes	N/A	$73,288.00

Jeanne Donaldson, City Clerk
City of Redlands, California

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

City Council/Successor Agency Meeting **J. 15.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council approve a professional services agreement with Architectural Resources Group, Inc. in an amount not-to-exceed $144,280.

RECOMMENDATION:

Staff recommends that the City Council approve a 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 (FCS06022023JN) for an amount not to exceed $144,280.

DISCUSSION:

The City Council accepted a grant from the California State Library on October 19, 2022, for the A.K. Smiley Public Library, with a 50% city match contribution. An initial cost study and conceptual design for the A.K Smiley Public Library basement improvement was conducted by a consultant in early 2022. Due to funding limitations, this project has been divided into two phases.

The first portion will include the architectural design and engineering services for the project. The second portion will involve the construction and remodeling, including the replacement of the elevator, upgrading of the existing fire shutter,

and changing the current use of the basement stacks, art storage room, dark room, and friends' room to maker/young adult rooms, literacy learning rooms, a literacy office, and Friends' Bookstore room.

On June 14, 2023, staff proceeded with issuing a request for proposals (RFP) for the Library Lower Level Revive Architectural Design and Engineering Services. On July 19, 2023, staff received eight (8) proposals from the following firms:

1. Heritage Arch And Planning
2. Ids Group
3. Higginson Architects, Inc.
4. Onyx Architects
5. Radar, Inc.
6. Architectural Resources Group, Inc.
7. Adrian Gaus Architects, Inc.
8. Gglo Design, Inc.

In accordance with Chapter 2.16.180 of the City's Municipal Code, an evaluation committee reviewed and ranked the proposals based on the demonstrated competence and professional qualifications of each firm, in accordance with specific evaluation criteria identified in the RFP. Architectural Resources Group, Inc. was identified as the most qualified consultant to perform the tasks listed in the RFP. City staff negotiated a reasonable consulting fee and is recommending that the Council approve an agreement with Architectural Resources Group, Inc. for an amount not to exceed $144,280.

ALTERNATIVES:

The City Council may elect not to approve the agreement for the Architectural and Professional services and direct staff accordingly. However, electing not to approve the agreement may result in a loss of the California State Library funding.

STRATEGIC PLAN:

Not applicable.

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

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

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

PREPARED BY:
Jawad Naderi, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 2022-23
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y

Discussion:

The total cost of the professional services will be $158,708 ($144,280 plus a 10% contingency). Sufficient funding for the services is included in the California State Library grant.

Attachments

Architectural Resource Group, Inc.

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for Architectural Design and Engineering Services ("Agreement") is made and entered in this 3rd day of October, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Architectural Resources 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 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 Jawad Naderi, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 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 the Consultant's performance of the Services shall not exceed the amount of One hundred forty-four thousand two hundred eighty dollars ($144,280). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled Fee Schedule" which is attached hereto and incorporated herein by reference.

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

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

CITY:

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

CONSULTANT:

Katie Horak, Principal
Architectural Resources Group, Inc.
360 E. 2nd Street, Suite 225.
Los Angeles, CA 90012
k.horak@argcreate.com
Phone: 626.583.1401

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and

represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account

only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

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

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

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

CITY OF REDLANDS	Architectural Resources Group, Inc.
By: _____	By: _____
Eddie Tejeda, Mayor	Katie Horak, Principal

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The consultant shall develop plans, specifications, contract documents for bidding, engineer's estimates, and construction management for each phase of the project adhering to the requirements of the City of Redlands, the General Plan, the current Standard Specifications for Public Works Construction (Greenbook), the current California Building Code (CBC) and all California applicable codes and standards and Specifications.
Providing various architectural services as defined, but not limited to those defined in Section 2.0 (SCOPE OF SERVICES) of the RFP.

1. Complete set of Construction Drawings and specifications including, but not limited to:
   1.1 Overall Basement Site Plan
   1.2 Code Analysis Site Plan (ADA and Occupancy)
   1.3 Demolition and Remodel Plans
   1.4 Architectural, Electrical, Mechanical and Plumbing Plans
   1.5 Architectural, Electrical, Mechanical and Plumbing details and schedules
   1.6 Photometric Plans
   1.7 Title 24 compliance documents
2. Written Specifications package for bidding purposes
3. Engineer’s Estimate
4. Construction management and administrative services throughout the project phases including, but not limited to:
   4.1 Review of submittals
   4.2 Review of RFIs
   4.3 Review of Change order requests and cost analysis
   4.4 Attending progress meetings with the contractor.
   4.5 Site visits
   4.6 Punch lists
5. As-Built Drawings

It is anticipated the length of time for the Architectural design and professional services associated with this agreement will be two hundred forty (240) calendar days.

A. K. Smiley Public Library Lower Level Revive

Fee Proposal per the June 14, 2023 City of Redlands RFP

Submitted by the Architectural Resources Group team, July 19, 2023

REVISED Per City of Redlands Request, August 24, 2023

ARG: Architectural Resources Group — Architecture
DWE: Design West Engineering — MEP, Lighting, Fire/Life Safety
VDA: VDA Consulting — Elevator
KPJ: KPJ Consulting — Cost Estimate

EXHIBIT "B"
FEE SCHEDULE

			Survey & Verification		Design Resolution		60% Documents		90% Documents		100% Documents & Permitting		Bidding Support		Construction Support (excluding construction observation) Phase 1		Construction Support (excluding construction observation) Phase 2		TOTAL PER TEAM MEMBER
personnel	*role*	*rate/hr*	*hrs*	*$*	*hrs*	*$*	*hrs*	*$*	*hrs*	*$*	*hrs*	*$*	*hrs*	*$*	*hrs*	*$*	*hrs*	*$*	
ARG																			
K. Horak	PiC	$ 260	0	$ -	1	$ 260	0.5	$ 130	0.5	$ 130	0.5	$ 130	0	$ -	0.5	$ 130	0.5	$ 130	
L. MacLean	PM	$ 180	2	$ 360	8	$ 1,440	14	$ 2,520	8	$ 1,440	6	$ 1,080	1	$ 180	2	$ 360	4	$ 720	
K. Frutiger	PA	$ 180	8	$ 1,440	16	$ 2,880	40	$ 7,200	32	$ 5,760	32	$ 5,760	4	$ 720	24	$ 4,320	30	$ 5,400	
draftsperson	staff	$ 150	6	$ 900	8	$ 1,200	48	$ 7,200	40	$ 6,000	20	$ 3,000	2	$ 300	4	$ 600	8	$ 1,200	
				$ 2,700		$ 5,780		$ 17,050		$ 13,330		$ 9,970		$ 1,200		$ 5,410		$ 7,450	$ 62,890
DWE																			
S. Johnson	PE	$ 220	2	$ 440	4	$ 880	6	$ 1,320	4	$ 880	3	$ 660	1	$ 220	2	$ 440	2	$ 440	
R. Morales	Elec	$ 220	1.5	$ 330	2	$ 440	4	$ 880	3	$ 660	2	$ 440	0.5	$ 110	1.5	$ 330	1	$ 220	
M. Stewart	FLS	$ 220	1.5	$ 330	2	$ 440	4	$ 880	3	$ 660	2	$ 440	0.5	$ 110	1	$ 220	1	$ 220	
proj manager	staff	$ 170	4	$ 680	12	$ 2,040	24	$ 4,080	20	$ 3,400	16	$ 2,720	3	$ 510	16	$ 2,720	16	$ 2,720	
designer	staff	$ 130	2	$ 260	4	$ 520	16	$ 2,080	16	$ 2,080	12	$ 1,560	2	$ 260	4	$ 520	4	$ 520	
				$ 2,040		$ 4,320		$ 9,240		$ 7,680		$ 5,820		$ 1,210		$ 4,230		$ 4,120	$ 38,660
VDA																			
J. Clavet	AM	$ 350	4	$ 1,400	6	$ 2,100	8	$ 2,800	6.5	$ 2,275	4	$ 1,400	11.5	$ 4,025	8	$ 2,800	n/a		
CA staff	staff	$ 295	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	24	$ 7,080	n/a		
				$ 1,400		$ 2,100		$ 2,800		$ 2,275		$ 1,400		$ 4,025		$ 9,880			$ 23,880
KPJ																			
J. Chan	CE	$ 130	n/a		n/a		50	$ 6,500	60	$ 7,800	35	$ 4,550	n/a		n/a		n/a		
								$ 6,500		$ 7,800		$ 4,550							$ 18,850
TOTAL PER PHASE				$ 6,140		$ 12,200		$ 35,590		$ 31,085		$ 21,740		$ 6,435		$ 19,520		$ 11,570	

TOTAL ESTIMATED FEE $ 144,280

I:\cmo\Agreements\Architectural Resource Group, Inc. FY22-0254.doc-jm
Redlands Regular Meeting of 10-3-23

EXHIBIT C

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

By:_____ Date: _____

City Council/Successor Agency Meeting **J. 16.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Professional Services Agreement with Higginson Architects Inc. for the design of the City's Texonia Park Renovation Project for an amount not to exceed $149,500, and determination that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council find that approval of a Professional Services Agreement with 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

2. I move that the City Council approve 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.

RECOMMENDATION:

Staff recommends that the City Council approve 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 and further recommends that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines.

DISCUSSION:

With the implementation of the Measure T sales tax ordinance that took effect on April 1, 2021, project funding was added to the City's budget for Fiscal Years 2022-23/24 to the areas of Public Safety, Parks and Recreation, Library, Street Repairs and Paving, and Storm Drains. Funds were allocated to complete a renovation project for the City's Texonia Park. In order to utilize the allotted funds most efficiently, a complete park rehabilitation plan and design of the park is being developed as a first step in the renovation project. The design will incorporate new and renovated features, such as, a parking lot, playground facilities, sidewalks, pedestrian pathways, bathroom facilities, park lighting and enhanced sports fields.

In May 2023, staff advertised a Request for Proposal for the development of drawings and specifications for the rehabilitation plan of Texonia Park. Five hundred and fifty-one consultants were solicited and five responsive proposals were received. A selection committee reviewed and ranked each organization in accordance with the City's procurement policy. Based on these evaluations, Higginson Architects, Inc., was selected as the most highly qualified firm, due to the demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required. The attached to this report is a Professional Services Agreement with Higginson Architects Incorporated to perform design services for the City's Texonia Park Renovation project for an amount not to exceed $149,500.

ALTERNATIVES:

City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life

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
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Appropriation Required Y/N:	No
Amount:	164,450
Budgeted Y/N:	Yes
Account No.:	101303-8501

Discussion:

The funding for the design of the improvements at Texonia Park will come from Measure T funds and is budgeted in the Parks budget for Fiscal Years 2022-23/24. The total allocation for the design plans and specifications is $164,450 ($149,500 plus 10% contingency).

Attachments

Higginson Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES
TEXONIA PARK RENOVATION AND REHABILITATION PROJECT
1301 – 1413 TEXAS ST, REDLANDS, CA. 92374

This agreement for architectural design and construction management services ("Agreement") is made and entered in this 3rd day of October, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City) and Higginson Architects, 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 architectural design and construction management 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.

2.3 Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Donald Craw, as the City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 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 the Consultant's performance of the Services shall not exceed the amount of One Hundred and Forty-Nine Thousand Five Hundred Dollars ($149,500). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled Fee Schedule" which is attached hereto and incorporated herein by reference.

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

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

CITY:

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

CONSULTANT:

David Higginson, CEO/President
Higginson Architects, Inc.
34247 Yucaipa Blvd., Ste D
Yucaipa, CA 92399
dhigginson@higginsonarchitects.com
Phone: (909) 797-1924
California Licensed Architect C-19168

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and

litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

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

8.9 All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the architect as instruments of service shall remain the property of the Architect. The client agrees to waive any claim against the architect arising from any unauthorized reuse or modification of the plans and specifications.

8.10 Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor.

ATTEST:

_____
Jeanne Donaldson, City Clerk

Higginson Architects, Inc.

By: _____
David Higginson, Principal/CEO
California Licensed Architect C-19168

EXHIBIT "A"

SCOPE OF SERVICES

Site Analysis | Typographic Survey | Base Plan

1. Prior to holding an initial workshop, we will visit the site to gather information regarding the characteristics of the site. We will analyze the opportunities and constraints of each including, but not limited to: grades, location of potential amenities, the condition of adjacent properties, topography, existing vegetation, views, uses, accessibility, infrastructure and surrounding uses.
2. We will conduct research and field investigations as needed to verify rights-of-way, bench-marks, utilities, existing tree locations and property boundaries. We will perform utility and existing conditions research in preparation of the base mapping for this project. This research will include searching for available record data (record maps, burial right- of-way maps, benchmarks, utilities, existing improvement plans) within or adjacent to the project limits. We will gather available information from the various utility companies regarding their facilities in the project area. This will permit these facilities to be incorporated into the base map for the project. After reviewing the project area, we will perform a complete topographic survey of the project area (aerial topography will not be utilized). We will provide a minimum of 20 scale, 1' contour interval aerial topographic map of the entire project area. Topographic mapping to include: roadway improvements (curb and gutter, cross gutters, driveways, street lights), utility improvements (manholes, vaults, meter boxes, power poles and guy wires), trees, and other existing site improvements. We will coordinate the Project Team and impacted utility companies as required to determine if there are any conflicts between the final conceptual design and their infrastructure.
3. The final base map will be prepared using the City's 24" x 36" standard title sheet at a minimum scale of 1" =20' and will include right-of-way, easements, and utilities within the project area.
4. We will conduct an informal tree health survey of any of the trees within the project area. The final plans will reflect the removal of any trees not in a healthy condition.

Preliminary Master Plan

1. After the initial meeting with the Project Team members, the Higginson Architects Team will prepare a preliminary concept plan for the project area for review and evaluation. The preliminary design will conceptually indicate all the proposed landscape design elements within the project area. Scope of improvements are anticipated, but not limited, to be:
   a. Perimeter sidewalk.
   b. Parking lot.
   c. Expanded play area.
   d. New restroom building-using City provided footprint.
   e. New softball field.
   f. New shade structures.
   g. Soccer field.
   h. Basketball courts.
   i. Fencing.
   j. Interior connecting walkways.
   k. Pedestrian amenities (benches, picnic tables, BBQs, etc.).
   l. Any new trees or plantings.
   m. Preliminary locations of any new light fixtures-pedestrian scale and sports.
2. Preliminary design details (storyboard) will be included for all site amenity items.
3. The preliminary Master Plan will initially be presented internally to the team members for input and discussion. Comments will be incorporated into one final revised Master Plan and presented at the next Committee meeting. Further comments will be received and incorporated into a final Master Plan and presented by City Staff for approval.
4. The final Master Plan will be colored and provided in digital format for public display purposes.
5. The Master Plan will be drawn at a 1" =20' scale maximum.
6. A preliminary estimate of probable construction costs will be prepared.
7. To facilitate open communication between all interested parties, meetings will be scheduled on an as-needed basis with unlimited meetings and site visits included in this scope of work.

Design Plans and Technical Specifications

1. Construction documents shall include, but not be limited to, the following items:
   a. Title sheet indicating project name, project location, index map, general notes and sheet index.
   b. Demolition Plan will indicate all items scheduled for removal in addition to clearly showing all elements to be protected in place.
   c. Construction plan will indicate all new hardscape elements (buildings, play equipment, shade structures, parking lot, etc.).
   d. Electrical/lighting plan will show required field lighting upgrades, parking lot lighting, and connection to new site toilet building.
   e. Grading plan will show all required grading for building placement, field renovations, and new parking lot. A WQMP and SWPP plan will be provided in accordance with state regulations. Site survey is being provided as part of this agreement.
   f. Utility plan will show required sewer and water connections for new toilet building and any water service connections for maintenance purposes. Consideration will be given to non-potable water source if required.
   g. Irrigation plans will show all irrigation equipment downstream from mainline point-of-connection utilizing the latest water conservation techniques and equipment. All equipment (valves, sprinklers/ emitters, controls, piping, etc.) will be clearly shown on this plan. Water consumption calculations/ schedules will be provided. A recycled water plan will be provided as required by the State. A complete legend will be included that accurately calls out all equipment specifications. General irrigation notes will be included.
   h. A planting plan will be prepared based on our approved Master Plan that will clearly show the location of all new plant materials. The planting legend will indicate corresponding plant symbols, botanical and common names, plant sizes, quantities, WUCOLS (water usage requirements) numbers and general remarks. General planting notes will be included in this plan.
   i. Written specifications will be prepared for all project elements. Specifications will follow the "Standard Specifications for Public Works Construction (Greenbook). The City will be responsible for the "front end boiler plate" type specifications.
   j. Final Engineer's estimate of probable construction costs/quantities in a spreadsheet format will be prepared for all project elements.
   k. The Higginson Architects Team will assist the City during the bidding process by reviewing and providing responses to submittal requests for information and shop drawings related to specialty products and items.
2. We will make all corrections as requested by the City during its review process on all our construction documents.

Construction Administration

1. It is understood that Construction Administration Services are not part of this proposal. If desired, they can be provided under a separate contract.

Quality Control

1. Quality control of produced design products consists of several established measures developed over decades of plan preparations:
   a. Company wide design standards for computer aided designing, color rendering, file creation and organization.
   b. Initial design review by the project draftsperson for compliance with design standards.
   c. Review of design products by the Project Manager for compliance with design standards, City requirements and general plan completeness.
   d. Final review by the Principal Architect prior to plan signature for design completeness.

Deliverables

1. We will provide the City with the following documents upon completion of each phase of the design work:
   a. Four (4) sets of the review sets.
   b. One (1) signed set of original mylar drawings of the final conceptual design and one hard copy of all drawings, specifications and calculations.
   c. One electronic file of all final drawings/ specifications/cost estimates in DWG (CAD), PDF and MS Excel formats.

EXHIBIT "B"
FEE SCHEDULE

Task 2.1 Project Initiation	$0.00
Task 2.2 Project Information	$7,475.00
Task 2.3 Schematic Design	$14,950.00
Task 2.4 Design Development Phase	$29,900.00
Task 2.5 Construction Documents	
Architectural / Civil Engineering / Landscape / Electrical	$59,800.00
Task 2.6 Government Processing	$14,950.00
Task 2.7 Bidding Assistance	$2,990.00
Task 2.8 Construction Administration	$17,940.00
Task 10 Close Out	$1,495.00
	$0.00
Total	**$149,500.00**

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

By:_____ Date: _____

David Higginson, CEO/President
Higginson Architects, Inc.

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

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

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

DISCUSSION:

For this evening's City Council Meeting, Council Member Davis and Council Member Saucedo will provide a report relating to their attendance at the 2023 League of California Cities Annual Conference and Expo held September 20-22, 2023 in Sacramento, California.

Council Member Saucedo has highlighted workshops he attended and/or that were part of the conference and would be of interest to City Council in the attached program.

Attachments

2023 League Conference Program

LEAGUE OF CALIFORNIA CITIES

125 YEARS 1898-2023

ANNUAL Conference and Expo

Sept. 20-22, 2023
Sacramento, CA



LEAGUE OF CALIFORNIA CITIES

MISSION

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

WE BELIEVE

- Local self-governance is the cornerstone of democracy.
- Our strength lies in the unity of our diverse communities of interest.
- In the involvement of all stakeholders in establishing goals and in solving problems.
- In conducting the business of government with transparency, openness, respect, and civility.
- The spirit of honest public service is what builds communities.
- Open decision-making that is of the highest ethical standards honors the public trust.
- Cities are vital to the strength of the California economy.
- The vitality of cities is dependent upon their fiscal stability and local autonomy.
- The active participation of all city officials increases Cal Cities' effectiveness.
- Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- Ethical and well-informed city officials are essential for responsive, visionary leadership, and effective and efficient city operations.

What's Inside

Welcome....3
Board of Directors....4
Conference Information....5
Resolutions Process....7

Program

Wednesday....9
Thursday....17
Friday....36
How to Get Involved....41
Helen Putnam Awards....43
Cal Cities Partners....44
Exhibitor Listings....45
Past Presidents....53
Upcoming Conferences....55
Floor Plans....56

Program Icons

Look for the following icons used throughout the program.

- Cal Cities Partner - Premier Level - *This session is either planned with or includes a speaker representing a Premier Cal Cities Partner.*
- Institute for Local Government - *This session is planned with the Institute for Local Government.*
- MCLE Credits Offered - *Cal Cities (Provider No. 1985) is a State Bar of California approved provider and certifies this activity meets the standards for MCLE Credit. To earn MCLE, please scan your badge at one of the available kiosks during these timeframes:*
  - *Once during Wednesday afternoon sessions.*
  - *Twice on Thursday: once during morning sessions and once during afternoon sessions.*
  - *Once on Friday during morning sessions.*

Welcome to the 2023 Annual Conference and Expo!



2022-2023 League of California Cities President
Ali Sajjad Taj
Council Member, Artesia

We are excited for you to join us in Sacramento for the 2023 League of California Cities Annual Conference and Expo! This year we are celebrating 125 years of Cal Cities and the enduring strength of the organization. The key to Cal Cities' effectiveness over the years is the generations of city leaders committed to uplifting California's communities, so really, this anniversary celebration is about all of you!

This year's conference features a variety of speakers and timely presentations on key topics for local leaders, plus numerous opportunities for peer-to-peer sharing. These three days are a time for us to renew our energy for service to our communities, expand our knowledge, and celebrate the accomplishments of cities and Cal Cities!

While at the conference, be sure to visit the Expo Hall, where you will see new and familiar exhibitors excited to share valuable produces and solutions that can help enhance city services. I hope you enjoy the conference and bring back valuable insights to your cities.

Officers of the League of California Cities



First Vice President
Daniel Parra
Mayor, Fowler



Second Vice President
Lisa Middleton
Council Member, Palm Springs



Immediate Past President
Cindy Silva
Mayor, Walnut Creek



Executive Director and CEO
Carolyn Coleman
League of California Cities

2023 BOARD OF DIRECTORS

Teresa Acosta, Council Member, Carlsbad, At-large

Ashleigh Aiken, Mayor, Anaheim, Large City Representative

Jan Arbuckle, Mayor, Grass Valley, At-large

Al Austin, Council Member, Long Beach, Large City Representative

Melanie Bagby, Council Member, Cloverdale, At-large

Karen Bass, Mayor, Los Angeles, Large City Representative

Scott Bauer, Council Member, Eureka, Redwood Empire Division

LaTanya Bellow, Deputy City Manager, Berkeley, Personnel and Employee Relations Department

London Breed, Mayor, San Francisco, Large City

David Cohen, Council Member, San Jose, Large City Representative

Michael Colantuono, City Attorney, Grass Valley, City Attorneys Department

Alice Dowdin Calvillo, Mayor, Auburn, Sacramento Valley Division

Phil Dupper, Mayor, Loma Linda, Inland Empire Division

Jerry Dyer, Mayor, Fresno, Large City

Marilyn Ezzy Ashcraft, Mayor, Alameda, East Bay Division

Neysa Fligor, Council Member, Los Altos, Peninsula Division

Edgard Garcia, Council Member, El Centro, Imperial County Division

Todd Gloria, Mayor, San Diego, Large City

Karen Goh, Mayor, Bakersfield, Large City

Marshall Goodman, Mayor, La Palma, At-large

Eric Guerra, Mayor Pro Tem, Sacramento, Large City Representative

Rene Guerrero, Director of Public Works, Pomona, Public Works Department

Mike Healy, Council Member, Petaluma, North Bay Division

Britt Huff, Mayor, Rolling Hills Estates, At-large

Randi Johl, Legislative Director/City Clerk, Temecula, City Clerks Department

Dan Kalb, Council Member, Oakland, Large City Representative

Ellen Kamei, Council Member, Mountain View, Women's Caucus

Lynne Kennedy, Mayor Pro Tem, Rancho Cucamonga, At-large

Jim Lewis, City Manager, Atascadero, City Managers Department

Ray Marquez, Council Member, Chino Hills, At-large

Steve Martin, Mayor, Paso Robles, Channel Counties

Porsche Middleton, Council Member, Citrus Heights, At-large

John Minto, Mayor, Santee, San Diego County Division

Richard Montgomery, Mayor, Manhattan Beach, At-large

Scott Nassif, Mayor, Apple Valley, Desert Mountain Division

Eric Nelson, Planning Commissioner, Dana Point, Planning and Community Development Department

Kim Nguyen, Council Member, Garden Grove, Orange County Division

Lori Ogorchock, Council Member, Antioch, Mayors and Council Members Department

Jaime Patino, Council Member, Union City, At-large

Dave Potter, Mayor, Carmel, Monterey Bay Division

Ana Maria Quintana, Vice-Mayor, Bell, Los Angeles County Division

Gabe Quinto, Council Member, El Cerrito, At-large

Roberta Raper, Dir. Of Finance and Technology, West Sacramento, Fiscal Officers Department

Dana Reed, Council Member, Indian Wells, Riverside County Division

David Sander, Vice Mayor, Rancho Cordova, NLC

Jeff Smith, Police Chief, Pismo Beach, Police Chiefs Department

Dan Stefano, Fire Chief, Costa Mesa, Fire Chiefs Department

Kuldip Thusu, Council Member, Dinuba, South San Joaquin Valley Division

Racquel Vasquez, Mayor, Lemon Grove, African American Caucus

Anna Velazquez, Mayor, Soledad, Latino Caucus

Malia Vella, Council Member, Alameda, Asian Pacific Islanders Caucus

Tyller Williamson, Mayor, Monterey, Lesbian Gay Bisexual Transgender Queer Caucus

Dan Wright, Council Member, Stockton, Central Valley Division

Nancy Young, Mayor, Tracy, At-large

Conference Information

Event Locations

Unless otherwise noted, all events take place in the SAFE Credit Union Convention Center.

Offsite Locations

Hyatt Regency Sacramento
1209 L Street

Sheraton Grand Sacramento
1230 J Street

Convention Center Amenities

Complimentary wireless internet is available in the public areas. The network is named "Free Internet" and a password is not required.

Water stations are available throughout the Convention Center for your convenience.

Lost and Found

For help locating or turning in a lost item during the conference, take the item to Cal Cities conference registration. The item will be held until the conclusion of the conference, at which time the SAFE Credit Union Convention Center administrative offices will hold it for seven days after the conference. To contact the administrative offices call (916) 808-5291.

Shuttle Information

Route 1 runs between Embassy Suites, Holiday Inn Downtown, Hyatt Centric and SAFE Credit Union Convention Center.

**Note: Guests staying at The Exchange or The Kimpton Sawyer will meet at the Holiday Inn Downtown pickup location.*

Route 2 runs between Hilton Arden West, DoubleTree by Hilton, Fort Sutter Hotel, Hyatt House and SAFE Credit Union Convention Center.

For more detailed schedule information please visit www.calcities.org/ACshuttle

Wednesday 9/20

No service from 2:15 - 5:00 p.m. Service resumes at the Convention Center.

- First hotel pickup: 7:30 a.m.
- Last Convention Center pickup:
  Route 1 7:00 p.m.
  Route 2 6:15 p.m.

CitiPAC Annual Leadership Reception

- Continuous loop between SAFE Credit Union Convention Center and Delta King from 6:45 - 11:30 p.m.

Thursday 9/21

No service from 11:15 a.m. - 3:00 p.m. Service resumes at the Convention Center.

- First hotel pickup: 6:30 a.m.
- Last Convention Center pickup:
  Route 1 7:00 p.m.
  Route 2 6:45 p.m.

Friday 9/22

No service from 10:45 - 11:30 a.m. Service resumes at the Convention Center.

- First hotel pickup: 7:00 a.m.
- Last Convention Center pickup:
  Route 1 1:30 p.m.
  Route 2 2:00 p.m.

Please note: No alcohol, open or closed, is permitted to be carried on the shuttle.

Conference Information

Event and Meeting Policies

For a full description of Cal Cities' Event and Meeting Policies, please visit www.calcities.org/event-policies.

Providing a Safe and Respectful Environment

The League of California Cities is committed to ensuring a safe and respectful environment for all participants and staff at Cal Cities events and meetings.

We expect participants and staff to:

- Be considerate and respectful in your speech and actions.
- Refrain from behavior and speech that could be perceived as demeaning, discriminatory, or harassing.
- Be mindful of your surroundings and your fellow participants.

If you experience or witness harassment during a Cal Cities event or meeting, or have any other concerns, please contact a member of Cal Cities staff immediately. All reports are confidential.

Photo and Video Usage

Photos and videos taken by Cal Cities staff and contractors may be used in communications and promotional material, including on social media platforms and for future Cal Cities events and programs. Event participants are prohibited from recording or livestreaming Cal Cities events and meetings without prior permission.

Brown Act and Cal Cities Conferences

The Brown Act permits the attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that addresses issues of general interest to the public or to public agencies of the type represented by the legislative body. However, a majority of the members cannot discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the local agency's subject matter jurisdiction.

Member Services Booth

Get informed! Get involved! Be a leader! The Member Services Booth, inside the Cal Cities Pavilion, will expand your knowledge about Cal Cities. Learn about your roadmap to Cal Cities leadership and how to use your membership to the fullest. Talk to a Cal Cities representative about how to participate in the professional departments, regional divisions and diversity caucuses. Get involved and make a difference.

Session Materials

Our goal is to provide exceptional educational experiences, networking opportunities, and innovative tools that will make attendees and their cities more successful. Presentation materials are an important element of the Annual Conference and will be available online at www.calcities.org/ac.

HOW TO PARTICIPATE IN CAL CITIES' ANNUAL CONFERENCE RESOLUTIONS PROCESS

Cal Cities policies directly guide the organization's advocacy to promote local decision-making, and lobby against statewide policies that erode local control. The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy.

General Resolutions

Sixty days before the annual conference, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petitioned resolution must be signed by voting delegates from 10% of member cities to qualify and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly (8:30 a.m., Sept. 21). All qualified petitioned resolutions are forwarded to the General Assembly for consideration, regardless of the action recommended by the Resolutions Committee.

Resolutions Consideration at the Annual Conference

The Resolutions Committee considers all resolutions at a meeting during the annual conference. The Resolutions Committee consists of representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, and individuals appointed by the Cal Cities president.

General resolutions approved by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee, do not go to the General Assembly. The Resolutions Committee may also amend the resolution, prior to moving it forward for consideration by the General Assembly. Resolutions approved by the General Assembly become Cal Cities policy.

The General Assembly and Voting Delegates

The General Assembly is a meeting of the collective body of all voting delegates — one from every member city. During the General Assembly, which takes place on the final day of the annual conference, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee.

Learn more at www.calcities.org/general-assembly

CSCDA

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

Effective tools for the timely financing of community-based public benefit projects.



Affordable Housing

Housing Bond Program

Financing designed for cities to assist developers in accessing tax-exempt bonds for the financing of low-income, multi-family, and senior housing projects.

CSCDA is a Joint Powers Authority with tools to help finance some of the most important projects in your city.

Local Streets and Roads

Statewide Community Infrastructure Program (SCIP)

Low-cost, tax-exempt financing of impact fees to pay for streets, roads, water, sewer, storm drainage, parks and other capital improvements.



Learn about all of CSCDA's financing programs at www.CSCDA.org

Founded and sponsored by

LEAGUE OF CALIFORNIA CITIES

CSAC

Visit booth 611 for more information.

WEDNESDAY, SEPTEMBER 20

8:00 a.m. - 6:00 p.m.

Registration Open
West Lobby

8:00 a.m. - 6:00 p.m.

Voting Delegates Desk Open
West Lobby

Are you the voting delegate or alternate for your city? Check in before Friday morning to receive information and a voting card. Staff can also provide updates on the status of Resolutions and answer general questions from attendees.

8:30 a.m. - 1:00 p.m.

City Clerks Department Meeting and Workshop: 2024 Elections: Trends, Legislation, and Practical Advice
Gardenia, Sheraton Grand Sacramento

Additional registration of $175 per attendee from a member city/$350 per attendee from a non-member city. (Department meeting 8:30 – 9:00 a.m. followed by a four-hour workshop). Accredited for one CMC/MMC Advanced Education Point.

The 2024 elections are right around the corner. This session will focus on trends for the upcoming local and statewide elections, related legislation and case law, and practical tips for preparing for the worst while hoping for the best in our elections.

***Speakers**: Randi Johl, Legislative Director / City Clerk, Temecula*
Paul Mitchell, Owner, Redistricting Partners
Holly Whatley, Shareholder, Colantuono, Highsmith & Whatley, PC

10:00 a.m. - noon
Check-in begins at 9:30 a.m.

Understanding Public Service Ethics Laws and Principles (AB 1234)
Room A7-A8

State law requires elected and appointed officials to receive two hours of training in specified ethics laws and principles every two years. Newly elected and appointed officials must receive this training within one year of becoming a public servant. Join a panel of experts as they help navigate the ethics laws and principles. Sign-in will begin 30 minutes prior to the session and you must be present for the full two hours to receive the certification of attendance. Entry will be prohibited once the session begins.

The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881

***Speaker**: Kimberly Horiuchi, Associate, Liebert Cassidy Whitmore*

WEDNESDAY, SEPTEMBER 20

11:00 - 11:30 a.m.
Department Meeting

Public Works Department Meeting
Room A2-A3

11:00 a.m. - noon
Department Meeting

City Managers Department Meeting
Room A1

11:00 a.m. - noon
Caucus Meeting

African American Caucus Business Meeting
Meeting Room 2

11:30 a.m. - 1:15 p.m.
Division Event

Riverside County Division General Membership Meeting
Regency EF, Hyatt Regency Sacramento
Space is limited; please RSVP to your Regional Public Affairs Manager, Laura Morales, lmorales@calcities.org. Additional fees may apply.

11:30 a.m. - 1:30 p.m.
Division Event

Inland Empire and Desert Mountain Division Lunch Meeting
Camellia, Sheraton Grand Sacramento
Space is limited; please RSVP to your Regional Public Affairs Manager, Laura Morales, lmorales@calcities.org. Additional fees may apply.

11:45 a.m. - 1:00 p.m.
Division Event

South San Joaquin Valley Division Lunch Meeting
Regency B, Hyatt Regency Sacramento
Space is limited; please RSVP to your Regional Public Affairs Manager, Rajveer Rakkar, rrakkar@calcities.org. Additional fees may apply.

11:45 a.m. - 1:15 p.m.
Division Event

Los Angeles County Division Lunch
Magnolia, Sheraton Grand Sacramento
Space is limited; please RSVP to your Regional Public Affairs Manager, Jennifer Quan, jquan@calcities.org. Additional fees may apply.

11:45 a.m. - 1:15 p.m.
Division Event

North Bay Division Election and Installation of Officers
Regency D, Hyatt Regency Sacramento
Space is limited; please RSVP to your Regional Public Affairs Manager, Nancy Hall Bennett, nbennett@calcities.org. Additional fees may apply.

11:45 a.m. - 1:15 p.m.
Division Event

Redwood Empire Division Luncheon
Big Sur, 2nd floor, Hyatt Regency Sacramento
Space is limited; please RSVP to your Regional Public Affairs Manager, Sara Sanders, sanders@calcities.org. Additional fees may apply.

WEDNESDAY, SEPTEMBER 20

11:45 a.m. - 1:15 p.m.
Division Event

Sacramento Valley Division Membership Meeting
Regency C, Hyatt Regency Sacramento
Space is limited; please RSVP to your Regional Public Affairs Manager, Charles Anderson, canderson@calcities.org. Additional fees may apply.

12:45 - 1:15 p.m.

First-Time Attendee Orientation
Room A7-A8
Join Cal Cities leadership and staff as you begin your first Annual Conference experience. Hear about Cal Cities and how to get the most out of your conference experience.

1:30 - 3:30 p.m.

Opening General Session
Hall D
***Presiding**: Ali Sajjad Taj, President, League of California Cities and Council Member, Artesia*

National Anthem and Presentation of the Colors

Host City Remarks: Eric Guerra, Vice Mayor, Sacramento

State of Cal Cities Annual Report: Carolyn Coleman, Executive Director and CEO, League of California Cities

National League of Cities Remarks: Victoria Woodards, President, National League of Cities and Mayor, Tacoma, Washington

Nominating Committee Report: Randi Johl, Nominating Committee Chair and Legislative Director / City Clerk, Temecula

Past Presidents' Lifetime Achievement Award: Cindy Silva, Immediate Past President, League of California Cities and Mayor, Walnut Creek



Keynote Address: From Conflict to Conversation
Must disagreement be disagreeable? Amidst unprecedented disruption and uncertainty, there's never been a more necessary time for community leaders to learn how to tackle complex and sensitive issues in ways that leave people feeling heard, respected, and empowered.
***Speaker**: Matt Lehrman, Managing Director of Social Prosperity Partners*

WEDNESDAY, SEPTEMBER 20

3:30 - 5:00 p.m.
Concurrent Session

Legal Issues Session
Meeting Room 9-11

Moderator: *Eric Danly, City Attorney, Petaluma*

Artificial Intelligence and the Practice of Law

Speakers: *Peter Lee, Martin Luther King Jr. Professor of Law, Director, Center for Innovation, Law, and Society, UC Davis School of Law*

Matthew Slentz, Senior Counsel, Colantuono, Highsmith & Whatley

General Municipal Litigation Update

Speakers: *Pamela K. Graham, Senior Counsel, Colantuono, Highsmith & Whatley*

Meghan Wharton, Senior Counsel, Colantuono, Highsmith & Whatley

3:45 - 4:15 p.m.
Department Meeting

Fire Chiefs Department Meeting
Meeting Room 4

3:45 - 4:15 p.m.
Department Meeting

Fiscal Officers Department Meeting
Meeting Room 3

3:45 - 4:15 p.m.
Caucus Meeting

Latino Caucus Business Meeting
Meeting Room 2

3:45 - 5:00 p.m.
Concurrent Session

Building a Culture of Accountability in Your Police Department
Room A1

It is more important than ever before to reinforce trust between law enforcement agencies and citizens. Law enforcement must build, bolster, and demonstrate transparency and accountability within their departments. Hear from law enforcement leaders from throughout California about their strategies for building a culture of accountability through community conversations, transparent policies, technology deployment, and public auditing.

Moderator: *Hector Soliman-Valdez, Director of Local Government Affairs, Flock Safety*

Speakers: *Angela S. Averiett, Chief of Police, Los Altos*
Danny Renfrow, Chief of Police, Truckee

3:45 - 5:00 p.m.
Concurrent Session

Fees! You Got 'Em. How Do They Work Today?

Room A2-A3

Every city has fees, and the state has plenty of laws governing them. Receive an update on the full range of municipal fees, including general, regulatory, development impact, and property-related fees, as well as recent legal developments. Panelists will discuss the impact of a case allowing property-related fees for parts of the mandate viewed as "trash fees" on stormwater fees, changes to franchise fees under the Zolly Case, and how the proposed California Business Roundtable measure would severely restrict municipal fees and other revenue tools.

Moderator and Speaker: *Timothy William Seufert, Managing Director, NBS*

Speakers: *Michael Colantuono, City Attorney, Grass Valley, Colantuono, Highsmith & Whatley*
Christina Judith Turner, City Manager, Morgan Hill

3:45 - 5:00 p.m.
Concurrent Session

CCP California Cannabis: Seven Years After Legalization

Room A4

It's been almost seven years since voters approved Prop. 64 to regulate and authorize cannabis for adult use. Now the question is: How are we doing? Join top regulatory, industry, and local representatives for a coffee table-style conversation on the state of the industry, emerging issues, and how to effectively regulate cannabis in your community.

Moderator: *Barigye McCoy, Chief of Communications, Culture Cannabis Club* CCP

Speakers: *Scott Matas, Mayor, Desert Hot Springs*
Amy O'Gorman Jenkins, President, Precision Advocacy

3:45 - 5:00 p.m.
Concurrent Session

Homelessness to Housed: How Cities Create and Leverage Strong Partnerships

Room A5-A6

City leaders in every part of California struggle with homelessness. A 2023 Public Policy Institute of California Statewide survey found that seven out of every 10 Californians view homelessness as a big problem in their area. While federal and state resources are essential, it is local leadership and political will where strong collaborative partnerships are formed and sustainable solutions are created. This panel brings together federal, county, city, and nonprofit leaders for a discussion on best practices in effective street outreach engagement, public/private shelter and housing partnerships, and how to leverage funding to its maximum impact.

Moderator: *Helene Schneider, Senior Regional Advisor, U.S. Interagency Council on Homelessness*

Speakers: *Elizabeth Funk, CEO and Cofounder, DignityMoves*
Mike LeBarre, Mayor, King City
Terri Maus-Nisich, Assistant County Executive Officer - Retired, County of Santa Barbara

3:45 - 5:00 p.m.
Concurrent Session

Building Mobile Crisis Response Teams

Room A9 *Planned with the Cal Cities LGBTQ Caucus*

BeWell OC and the West Hollywood Care Team have a successful track record of providing compassionate care to vulnerable community members, including the LGBTQ+ community. In this session, gain valuable insight into how you can bring similar programs to your own city. This includes understanding how to provide compassionate care, build effective mobile crisis response teams, secure funding for innovative programs, and replicate successful models in your own communities.

Moderator: *Tyller Windell Williamson, Mayor, Monterey*
Speakers: *Karen W. Linkins, Principal, Desert Vista Consulting*
Corri Planck, Human Services Manager, West Hollywood
Sepi Shyne, Mayor, West Hollywood

3:45 - 5:00 p.m.
Concurrent Session

Minority Leaders Reshaping Local Government
Room A10-A11

California has become increasingly diverse and so too are the faces of local government. This panel will discuss all the challenges that minority leaders face in local government and ways to manage these challenges, including how to create real diversity, equity, inclusion, and belonging. The panel will explore how each of these leaders has faced their own challenges in the communities they've served and the ways they've turned these challenges into opportunities for learning, growth, and management.

Moderator: *Domenica Megerdichian, Deputy City Manager, South Pasadena*

Speakers: *Armine Chaparyan, City Manager, South Pasadena*
Ingrid Hardy, Assistant City Manager, Thousand Oaks
Carmen Nichols, Assistant City Manager, Camarillo

4:30 - 5:00 p.m.
Department Meeting

Personnel and Employee Relations Department Meeting
Meeting Room 4

5:00 - 7:00 p.m.

Host City Reception and Expo Hall Grand Opening
Hall ABC

Join your fellow attendees at a reception hosted by the City of Sacramento in the Expo Hall. Get your first look at more than 200 companies that offer products and services to cities, all while enjoying some amazing hors d'oeuvres and getting to know colleagues from across the state. Stop by the Cal Cities Pavilion to connect with leadership of the Mayors and Council Members Department, Caucuses, and Cal Cities Partners.

A registration badge is required to access the event.

Rollin' on the River

All aboard the Delta King riverboat
for a night of Casino style gaming, dancing, and more

Wednesday, September 20, 2023
7:00 – 10:00PM

Aboard the Delta King
1000 Front St, Sacramento, CA 95814

Please see page 5 for shuttle times.

LEAGUE OF CALIFORNIA CITIES
CitiPAC
Protecting Local Democracy

Sponsorship Opportunities Available
Please contact Mike Egan,
Manager, Sponsorship & Corporate Development
egan@calcities.org · 916-658-8271

Attendance at this event by a public official may constitute acceptance of a reportable gift.

THURSDAY, SEPTEMBER 21

7:30 a.m. - 4:00 p.m.

Registration Open
West Lobby

7:30 a.m. - 4:00 p.m.

Voting Delegates Desk Open
West Lobby

Are you the voting delegate or alternate for your city? Check in before Friday morning to receive information and a voting card. Staff can also provide updates on the status of Resolutions and answer general questions from attendees.

7:30 - 8:30 a.m.

Breakfast Snacks
Pre-function A

8:30 - 9:45 a.m.
Concurrent Session

Addressing the Fentanyl Crisis
Room A1

Fentanyl and other synthetic opioid overdoses are spiking in every community. With no end to the crisis in sight, local officials are responding with strategies to support communities and public safety. This session will explore how two communities are responding to the spike in fentanyl overdoses through educational campaigns, prevention, and early intervention. Panelists will also discuss possible law enforcement responses and what can be done increased access to overdose treatment.

Speaker: Sandi Snelgrove, Chief, Community Support Branch, Department of Health Care Services

8:30 - 9:45 a.m.
Concurrent Session

The Mayor Said What?! Staying Ahead of the News
Room A2-A3

News and information are often sourced from not only local media outlets but also social media. To ensure that your agency's message is relevant, and its reputation is sterling, you must tune into the world of media relations and social listening. Navigating of-the-moment buzz includes monitoring news and social sources, cultivating relationships with reporters and influencers, and analyzing data from diverse channels. Learn how public agencies can pair proactive listening with data analysis to get a leg up on their local scuttlebutt.

Moderator: *Katherine Juhl Griffiths, Principal, Tripepi Smith*
Speakers: *Sharon Gonsalves, Director of Government Affairs, Renne Public Law Group*
Peter Pirnejad, City Manager, Los Altos Hills

8:30 - 9:45 a.m.
Concurrent Session

A Tale of Two Cities: The Mental Health Crisis

Room A4

The nation's mental health crisis, exacerbated by pandemic isolation, has prompted a new wave of advocacy for de-stigmatization, equitable access, and open dialogue. It is critical that we find new ways of delivering care. Mental health is often linked to homelessness and crime, with hospitals and jails serving as default, cyclical destinations. Data shows that this is a tale of two cities, with the most vulnerable populations facing the most difficulties. In this fireside chat, speakers will explore the mental health data from more than 300 California communities and propose new frameworks for addressing the needs of the community.

Speakers: *Chad Castruita, CEO, Care Solace*
Gilbert Livas, Retired City Manager, Downey

8:30 - 9:45 a.m.
Concurrent Session

Case Study: Response to Homelessness in the City of Rialto

Room A5-A6

Recognizing deep-rooted issues beyond the normal parameters of policing, the Rialto Police Department teamed up with Social Work Action Group to enhance the city's response to homelessness. The nonprofit, which focuses on helping individuals and families achieve sustainable independence through community support, provided the city with outreach expertise and new resources. The drastic improvements in quality of life issues and homeless-related activities are now highlighted in academia as a model for public administration.

Moderator: *Rafael Trujillo, Council Member, Rialto*
Speakers: *Jared Kisselovich, Police Officer, Rialto*
Mark Kling, Chief of Police, Rialto
Mike J. Martinez, Corporal Community Service Bureau, Rialto
Aaron Anthony Petroff, Vice President, Social Work Action Group

8:30 - 9:45 a.m.
Concurrent Session

Navigating the New State Housing Laws

Room A7-A8

California has passed more than 100 new state housing laws affecting cities since 2016. Many cities around the state have limited planning and housing capacity and are overwhelmed by the task of understanding and implementing these laws. In this panel from the Terner Center for Housing Innovation at the University of California, Berkeley, learn how to understand these new state housing laws, the "tricks of the trade" developers are learning about using in cities, and how cities can effectively implement these laws with limited capacity.

Moderator: *David Garcia, Policy Director, UC Berkeley Terner Center for Housing Innovation*

Speakers: *Barbara Ehrlich Kautz, Partner, Goldfarb & Lipman LLP*

Megan Kirkeby, Deputy Director, Housing Policy Development, California Department of Housing and Community Development

David T. Loya, Community Development Director, Arcata

8:30 - 9:45 a.m.
Concurrent Session

Building in Economically Challenging Times

Room A9 *Planned with the Cal Cities Latino Caucus*

Against the backdrop of less state funding, more state regulations, and a slowing economy, many cities are struggling to meet their housing goals, secure state financing for their civic projects, and attract private developers to stimulate economic growth. A growing number of cities have endorsed public-private partnerships for libraries, city halls, convention centers, emergency services, housing, and other buildings. What can we learn from these developments?

Moderator: *Grace Ruiz Stepter, Director, Housing and Community Development, Anaheim*

Speakers: *Korin Crawford, Executive Vice President, Griffin Swinerton*

Yvonne Martinez Beltran, Council Member, Morgan Hill

Joy Silver, Chief Strategy Officer, Community Housing Opportunity Corp

Ernesto M. Vasquez, Founder and CEO, SVA Architects, Inc.

Program Icons

- Cal Cities Partner - Premier Level
- Institute for Local Government
- MCLE Credits Offered

THURSDAY, SEPTEMBER 21

8:30 - 9:45 a.m.
Concurrent Session

City Attorneys Business Meeting

Meeting Room 9-11

MCLE credit is available only for the presentation following the business meeting.

***Moderator**: Eric Danly, City Attorney, Petaluma*

Welcoming Remarks

***Speaker**: Susana Alcala Wood, City Attorney, Sacramento*

Department Business Meeting

- Director's Report
- President's Report
- Nominating Committee Report
- Election of Department Officers

Meeting Disruptions, Workplace Violence Restraining Orders, and the Bane Act

***Speakers**: Jon R. di Cristina, Senior Counsel, Colantuono, Highsmith & Whatley*
Ryan Richardson, Chief Assistant City Attorney, Oakland

8:45 - 9:45 a.m.
Caucus Meeting

Women's Caucus Business Meeting

Meeting Room 3

9:00 a.m. - 3:00 p.m.

Visit the Expo Hall

Hall ABC

There's so much to do on the Expo Floor! Don't miss your opportunity to meet businesses that can solve your product and service needs. Explore CSCDA (booth 611) and California CLASS (booth 609), both sponsored by Cal Cities, that can enhance and safeguard your city's financial resources. Stop by the Cal Cities Pavilion to find out how you can get more involved in your Department, Division or Caucus. Meet up with a colleague in the brand new ConnectLounge, sponsored by California CLASS. Participate in a community service project benefiting Kids First and Children's Receiving Home of Sacramento sponsored by Keenan.

THURSDAY, SEPTEMBER 21

10:00 - 11:30 a.m.

General Session
Hall D

***Presiding**: Daniel Parra, First Vice President, League of California Cities and Mayor, Fowler*

Helen Putnam Award for Excellence

Outgoing President's Remarks: Ali Sajjad Taj, President, League of California Cities and Council Member, Artesia



Keynote Address: The Brandon Fleming Story: A Motivational Speech

This riveting, high-energy presentation has inspired millions across vast industries ranging from corporate and educational gatherings to international platforms and even federal prisons, as it teaches critical life lessons from Fleming's remarkable transformation from at-risk youth and drug-dealing dropout to nationally acclaimed author & Harvard educator. Fleming uses his story to help us understand what it means to defy all odds. But most importantly, he teaches about the most important part of our journey on the climb to success, which is our responsibility to reach back and pull others up, too. This presentation will leave your audience challenged and charged, as it provides an honest and living example of struggle, success, and service.

***Speaker**: Brandon P. Fleming, Nationally-acclaimed educator, award-winning author of MISEDUCATED, former debate coach at Harvard University, and Founder & CEO of The Veritas School*

11:30 a.m. - 1:00 p.m.

Attendee Lunch In Expo Hall
Hall ABC

11:30 a.m. - 1:00 p.m.
Division Event

Monterey Bay Division Lunch
Mayahuel, 1200 K Street

Space is limited; please RSVP to your Regional Public Affairs Manager, Deanna Sessums, dsessums@calcities.org. Additional fees may apply.

11:45 a.m. - 12:05 p.m.
Speed Session

Centralized Customer Relations
Hall ABC, Speaker Theater

Beverly Hills has created a centralized customer relations program to provide concierge-level access to information and non-emergency assistance to residents, businesses, and visitors. Get a speedy look at how Beverly Hills developed a high-performing centralized customer service program, some of the lessons learned, and the benefits to date.

***Speaker**: Michael V. Hensley, Deputy Director of Public Works, Beverly Hills*

12:15 - 12:35 p.m.
Speed Session

Introduction to the California Fire and Rescue Mutual Aid System
Hall ABC, Speaker Theater

The California Fire and Rescue Mutual Aid System provides firefighters and fire engines to local communities during all-hazard disasters. The concept of mutual aid is based on neighbor helping neighbor. This session will give leaders an understanding of how their community benefits from the system and how their fire department participates.

***Speaker**: Brian S. Marshall, Fire and Rescue Chief, California Governor's Office of Emergency Services*

12:30 - 1:00 p.m.

Young Professionals Meet and Greet
Hall ABC, ConnectLounge

Are you a young professional? Come to this informal gathering to meet other attendees who are dedicated to bettering their cities and growing their professional networks.

12:45 - 1:05 p.m.
Speed Session

Opt In: Why Cities Should Care About Digital Rights
Hall ABC, Speaker Theater

Digital technology is increasingly embedded into how our cities work. We deploy and operate cameras, sensors, and other technologies that collect data to help advance transportation, public safety, and climate goals. How can we help our constituents understand how that data is used to manage city operations? Drawing on examples from Long Beach and a growing coalition of California cities, this session will discuss the importance of being transparent and engaging with residents about the use of smart technologies in the public realm, as well as the intersections with data privacy and the emerging concept of digital rights.

***Speaker**: Ryan Kurtzman, Smart Cities Program Manager, Long Beach*

THURSDAY, SEPTEMBER 21

1:00 - 2:00 p.m.
Caucus Meeting

Asian Pacific Islander Caucus Business Meeting
Meeting Room 3

1:00 - 2:15 p.m.
Concurrent Session

Enhancing Emergency Preparedness Through Whole Community Collaboration and Partnerships
Room A1

Collaboration between cities, counties, and other stakeholders is crucial to disaster preparation, response, recovery, and mitigation. Hear from community leaders about effective strategies, lessons learned, and resources that can enhance local emergency management and disaster response. Speakers will also discuss how promoting authentic community engagement can strengthen community resilience and trust while reducing risks (and costs) in the face of disasters.

Moderator: *Robert Madrid, Senior Associate, Operations Support (Planning), Team Rubicon*

Speakers: *Nancy A. Brown, PhD, Community Preparedness Program Manager, Department of Emergency Management, Sonoma County*
Patrice Chamberlain, Health Program Specialist, California Department of Public Health
Jason Roberts, City Council Member, Vacaville
Sophia Rome, Community Relations Manager (PIO), Salinas

1:00 - 2:15 p.m.
Concurrent Session

One City, One Team: Establishing Effective City Manager-Council Relations
Room A2-A3

Running cities is complex and challenging, even when things are going well. The key to a thriving city is establishing productive relationships between the city council and the city manager. This means that choosing the right person as city manager and providing them with proper support and guidance is the most crucial responsibility of the city council. In this session geared for city managers and city councils, learn how you can navigate issues — both common and difficult — to create significant results for your community.

Moderator: *Reva Feldman, Strategic Advisor, Avenu Insights and Analytics*

Speakers: *Aaron J. Adams, City Manager, Temecula*
Rachelle Arizmendi, Former Mayor, Sierra Madre and Government Industry Advisor, Avenu Insights and Analytics
Patricia Lock Dawson, Mayor, Riverside

1:00 - 2:15 p.m.
Concurrent Session

Adapting Main Street for a Changing Retail Landscape

Room A4

The state of retail has changed. New research from the National League of Cities shows that retail is rebounding, but downtowns are still affected by the growth in flexible, work-from-home schedules. The session will begin with a brief presentation about important retail trends for cities, followed by a moderated conversation with three city leaders about lessons learned and creative strategies that promote downtown and main street vitality in a post-pandemic world.

Moderator: *Lena Geraghty, Director, Sustainability and Innovation, National League of Cities*

Speakers: *Brooke Fox, Marketing and Communications Consultant, California Main Street*
David M. Sander, Vice Mayor, Rancho Cordova
Sepi Shyne, Mayor, West Hollywood

1:00 - 2:15 p.m.
Concurrent Session

Assets and Opportunities: Surplus Land Act 101

Room A5-A6

Cities across the state are examining their land assets and considering possibilities for the future. But they're not the only ones. The state has revamped the Surplus Land Act and its implementing regulations. Drawing from the speakers' experience as city planners, city attorneys, and planning and development consultants, attendees will learn the ins and outs of the Surplus Land Act. Despite surface concerns, the law can be a valuable tool for cities' housing, economic development, and community improvement plans.

Speakers: *Genesis Crank, Planning & Community Development Administrator, Barstow*
Matthew Summers, City Attorney, Barstow, Calabasas, Ojai, Colantuono, Highsmith & Whatley, PC
Mark Teague, Managing Principal, Placeworks

1:00 - 2:15 p.m.
Concurrent Session

Stop Hate: How Local Elected Officials Can Combat Rising Hate Crimes and Hate Speech

Room A7-A8

Whether it's community members being targeted based on their appearance or hate speech in our council chambers, it is key that local elected officials directly speak to rising hate and help lead the city's response. Panelists will share their experiences with hate crimes and hate speech at the local level, lessons learned, and tips on how local elected officials can support their constituencies in this time of rising polarization.

Moderator: *Tessa Rudnick, Mayor Pro Tem, El Cerrito*
Speakers: *Lily Mei, Mayor, Fremont*
Letecia "Holly" Tillman, Council Member, Clayton
Kevin Wilk, Council Member, Walnut Creek
Cesar Zepeda, Council Member, Richmond

1:00 - 2:15 p.m.
Concurrent Session

Black Health and Wellness: Healthcare Services within Communities of Color

Room A9 *Planned with the Cal Cities African American Caucus*

African Americans seek and access health care services like any other ethnic group. But in most cases, they are provided subpar or negligent care. In light of the 2020 conversation about racism as a health crisis, this panel will explore and provide insight into how communities of color can seek adequate health care services and self-advocate for top-tier health care services that address mental, reproductive, and maternal health, as well as the overall healthcare needs of millions of African Americans in California.

Moderator: *Walt Allen III, President, Cal Cities African American Caucus*
Speakers: *Lehman E. Black III, Pediatrician (Retired)*
Rhonda M. Smith, Executive Director, California Black Health Network

1:00 - 2:15 p.m.
Concurrent Session

CCP "What the Bleep!" Limits of Public Comment

Room A10-A11

What are the limitations of public comment? What is protected speech and when can public comment be limited? In this panel discussion, hear stories and examples of how and when public comments can be terminated. The panel will also review the newly enacted SB 1100 (Cortese, 2022), which allows a presiding officer to remove a person from a public meeting.

Speakers: *Henry Castillo, Associate, Best Best & Krieger CCP*
Lauren Langer, City Attorney, West Hollywood, Best Best & Krieger CCP
Christopher Lopez, City Manager, Livingston

1:00 - 2:30 p.m.
Concurrent Session

Legal Issues Session

Meeting Room 9-11

Moderator: *Michael Colantuono, City Attorney, Grass Valley, Colantuono, Highsmith & Whatley*

Land Use and CEQA Litigation Update

Speaker: *John Luebberke, Of Counsel, Herum Crabtree Suntag*

Affirmatively Furthering Fair Housing – State and Federal Law

Speakers: *Celeste Stahl Brady, Shareholder, Stradling Yocca Carlson & Rauth*
Yolanda M. Summerhill, Assistant City Attorney, Newport Beach

1:00 - 2:30 p.m.

Resolutions Committee

Regency ABC, Hyatt Regency Sacramento

The Resolutions Committee will hear debate and consider all resolutions, and provide an opportunity for attendees who are not voting delegates to comment on proposed resolutions. General resolutions approved by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee, do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless they are disqualified.

1:15 - 1:35 p.m.
Speed Session

Building America's Greenest City Hall
Hall ABC, Speaker Theater

In 2023, Sunnyvale will complete the nation's first net zero energy city hall. The project will also achieve a LEED Platinum rating for sustainability. This session will describe the development of the project — from initial community outreach to planning, financing, design, and construction — with an emphasis on its sustainable features, such as the solar energy system and microgrid.

Speaker: *Kent Steffens, City Manager, Sunnyvale*

1:45 - 2:05 p.m.
Speed Session

From Idea to Action: Budgeting for Strategic Impact
Hall ABC, Speaker Theater

To create meaningful outcomes, city leaders need to identify strategic priorities, resources, and opportunities early in the budget process. No matter how you budget or measure performance, you can make small and meaningful changes that increase your budget framework maturity, better align your processes with your strategic plan, track your progress, and drive community outcomes. In this session, dive into best-in-class examples of budget planning and performance frameworks that led to exceptional progress.

Speaker: *Monica Cook, Director, Solutions Engineering, OpenGov*

2:00 - 3:00 p.m.

Celebrate Cal Cities' 125th Anniversary!
Hall ABC, Cal Cities Pavilion

Since 1898, the League of California Cities has been providing cities with education, advocacy, and networking. Come enjoy a slice of cake as we celebrate these many years of amazing work on behalf of California.

2:15 - 2:35 p.m.
Speed Session

AI in Governance: Opportunities and Ethical Considerations

Hall ABC, Speaker Theater

Machine learning has the potential to reshape governance and create a sustainable future for communities — for good or ill. It can enhance public safety, refine transportation, and promote environmental sustainability. Explore the challenges faced by governing bodies and how artificial intelligence (AI) can empower decision-makers with data-driven insights, with an emphasis on unbiased data, algorithmic fairness, transparency, and accountability. Attendees will leave the session with an appreciation for AI's transformative impact on policy, its applications, and crucial ethical challenges for responsible, equitable use.

Speaker: *Scott Larson, CFO, Inquisio.AI Inc*

2:15 - 3:15 p.m.
Caucus Meeting

Lesbian Gay Bisexual Transgender Queer Caucus Business Meeting

Meeting Room 3

2:30 - 3:45 p.m.
Department Meeting

Mayors and Council Members Department Meeting

Room A1

2:30 - 3:45 p.m.
Concurrent Session

Reducing Wildfire Risk to Wildland-Urban Interface Communities

Room A2-A3

Wildfires are hotter, more common, and frequently, popping up in new places. In this panel, learn how to understand and quantify the wildfire risk your community faces and prioritize key mitigations. The panel will also explore opportunities and gaps in the current policy framework through a review of relevant codes and statutes. Speakers will share best practices and model ordinances from throughout the San Francisco Bay Area to show how regional cooperation can create fire-adapted communities that comply with the often-contradictory requirements of local housing elements.

Moderator: *Jonathan V. Holtzman, Founding Partner, Renne Public Law Group*

Speakers: *Keith May, Deputy Fire Chief, Berkeley*
Dave Winnacker, Fire Chief, Moraga-Orinda Fire District

2:30 - 3:45 p.m.
Concurrent Session

A Local Agency's Guide to HCD's Housing Accountability Unit

Room A4

Get practical, hands-on tips to help your agency better comply with state housing law. Panelists will provide an overview of the state's Housing Accountability Unit, examples of common accountability cases, and recommendations for documenting state housing law compliance. This session is tailored both for local agency staff processing residential development projects and those working on land use changes in the general plan or zoning code.

Moderator: *Shannan West, Housing Accountability Unit Chief, California Department of Housing and Community Development*

Speakers: *Brian Heaton, Senior Housing Accountability Manager, California Department of Housing and Community Development*

David Zisser, Assistant Deputy Director, California Department of Housing and Community Development

2:30 - 3:45 p.m.
Issues Group Meeting

Coastal Cities Group Annual Meeting

Room A5-A6

2:30 - 3:45 p.m.
Concurrent Session

How to Solve Big City Problems in Small Towns

Room A7-A8

Anyone that has worked in a small town or city understands the challenges and opportunities that exist in smaller communities. This interactive session will bring together elected officials and city managers to discuss the trials, tribulations, and triumphs of working through complex problems in a small town. The panel of experts will share their perspective from the council dais and the staff desk on how to work through local government challenges that affect all cities, regardless of size, when the role of administrator, volunteers, elected, resident, and tenant cross the traditional lanes established in a council-manager form of government.

Moderator: *Peter Pirnejad, City Manager, Los Altos Hills*

Speakers: *Laurel Prevetti, Town Manager, Los Gatos*

Marico Sayoc, Former Mayor, Los Gatos

Frank V. Zerunyan, Professor, USC and Council Member, Rolling Hills Estates

THURSDAY, SEPTEMBER 21

2:30 - 3:45 p.m.
Concurrent Session

Connecting and Engaging to Make a Difference: Mentoring, Not Managing

Room A9 *Planned with the Cal Cities Women's Caucus*

Connecting with team members is crucial to achieving organizational goals and creating high-functioning, passionate, and effective teams. In this session, focus on simple tactics for connecting and engaging with your team in a way that strengthens their skills, fosters open communication, gives work a sense of meaning, and unlocks your organization's full potential. The discussion will cover active listening and ways to empower team members, promote ownership and growth, and encourage togetherness.

Moderator: *Priya Bhat-Patel, Mayor Pro Tem, Carlsbad*
Speakers: *Diandra Bremond, President, CA Women Lead*
Sonya Harris, Founder and CEO, Sage Strategies

2:30 - 3:45 p.m.
Concurrent Session

CCP Increasing Collaboration Between Local Governments and Utilities on Installing Infrastructure

Room A10-A11

Installing infrastructure is an expensive process, especially when you factor in the cost to resurface streets after a project is complete. Increasing the communications between local governments, utilities, and other stakeholders can reduce costs for everyone, minimize traffic interruptions, and optimize projects so that multiple projects can be completed at once. Learn about potential technological solutions and how city leaders can better track projects that have the potential for collaboration between multiple entities.

Moderator: *Justin Skarb, VP, Government & Community Affairs, California Water Service* CCP
Speakers: *Erik Gustafson, Public Works Director - Operations & Maintenance, Chico*
Reed A. Reisner, Division Manager, SCE CCP
Kenneth Rosenfield, Director, ASCE Region 9

2:45 - 4:15 p.m.
Concurrent Session

Legal Issues Session

Meeting Room 9-11

Moderator: *Susana Alcala Wood, City Attorney, Sacramento*

Case Study: A Capital City's Approach to Unsheltered Community

Speakers: *Emilio Camacho, Senior Deputy City Attorney, Sacramento*
Aaron M. Israel, Senior Deputy City Attorney, Sacramento
Beau Parkhurst, Senior Deputy City Attorney, Sacramento

4:00 - 5:15 p.m.
Concurrent Session

Building Relationships Between Police Departments and the Community

Room A1

It is critical to build and maintain strong relationships between police departments and the communities they serve. The community must have trust and confidence in the police department that protects them. In this panel discussion, three seasoned police chiefs will share their experiences building and maintaining positive community relationships. Attendees will learn strategies to build and strengthen relationships with their communities.

Moderator: *Jeb Brown, Senior Counsel, Liebert Cassidy Whitmore*

Speakers: *Larry V. Gonzalez, Chief of Police, Riverside*
Jeremiah Hart, Chief of Police, Torrance

4:00 - 5:15 p.m.
Concurrent Session

Hiring Future Local Leaders: How to Attract Top Talent

Room A2-A3

In an epidemic of high turnover, building a sustainable, all-star team of staff is a top priority for many municipal agencies. This session centers on exploring the most effective recruitment strategies that cities can use to attract and retain top talent.

Moderator: *Karen Pinkos, City Manager, El Cerrito*

Speakers: *Valerie Phillips, President and Owner, Bob Murray & Associates*
Cathy R. Thompson, Executive Recruiter, TS Talent Solutions

4:00 - 5:00 p.m.
Concurrent Session

The Joint Powers Act and Its Utilization in California

Room A4

California has more joint powers authorities (JPAs) than any other state by a considerable margin. Learn how and why JPAs are formed and more specifically, the how and why of investment pooling within the JPA legal and administrative framework. After this session, attendees will understand the rationale for forming a JPA investment pool, the benefits of diversifying a city's investment program with JPA investment pools, and how JPA investment pools are managed for the benefit of participating public agencies.

Speakers: *Jenna Magan, Partner, Orrick, Herrington & Sutcliffe LLP*
Thomas N. Tight II, Managing Director, Public Trust Advisors

4:00 - 5:15 p.m.
Concurrent Session

DEI Recruitment at All Levels of Your Organization

Room A7-A8

Cities deliver services to communities that are becoming more diverse every day, which means their teams need to become more diverse. Building a strong team with different cultural backgrounds requires an environment that fosters respect for others and makes your organization a welcoming place for all. It also requires the right recruitment process, starting with the hiring of the city manager and continuing through intentional staff development and investment in retention. Join this exciting and interactive discussion to learn about the executive recruitment process, strategies for diverse recruitment and retention, and city manager perspectives on leading courageous conversations on diversity and organizational change.

Moderator: *Tony Winney, Assistant City Manager, Coronado*
Speakers: *Teri Black, President, Teri Black & Co., LLC*
Maxine Gullo, Assistant City Administrator, Carmel-by-the-Sea
Reina J. Schwartz, Retired City Manager, Clayton

4:00 - 5:15 p.m.
Concurrent Session

Righting Wrongs: Addressing Discrimination Against AAPIs

Room A9 *Planned with the Cal Cities Asian Pacific Islander Caucus*

Over 11,000 acts of hate against Asian Americans and Pacific Islanders (AAPI) have been reported to the nationwide Stop AAPI Hate coalition since the start of the COVID-19 pandemic. That is likely an undercount since many incidents go unreported. These acts are not just hate crimes but harassment and discrimination. Delve into the results of a landmark survey by Stop AAPI Hate and NORC at the University of Chicago to understand the discrimination faced by Asian Americans and Pacific Islanders and hear recommendations for governments to address these challenges.

Moderator: *Juslyn Manalo, President, CalCities API Caucus and Vice Mayor, Daly City*
Speakers: *Candice Cho, Managing Director of Policy and Counsel, AAPI Equity Alliance*
Annie Lee, Managing Director of Policy, Stop AAPI Hate

4:00 - 5:15 p.m.
Concurrent Session

CCP After the Storm: Lessons Learned from the California Storms

Room A10-A11

The last two years brought a string of storms that battered California's Central Coast. Cities along the coast experienced an unprecedented amount of rainfall that wreaked havoc, caused mudslides and evacuations, and taxed city infrastructure. Quickly and collaboratively managing the minute-by-minute impacts and recovering from the effects of a major disaster is a crucial component of a public agency's resilience. Join the California JPIA and Central Coast cities to learn how they managed and recovered from disasters.

Moderator: *Tim Karcz, Senior Risk Manager, California Joint Powers Insurance Authority* CCP

Speakers: *James Blattler, Emergency Manager, Fire Department, San Luis Obispo*
Jorge Garcia, Interim City Manager, Pismo Beach
Gregory Kwolek, Public Works Director, Morro Bay

4:00 - 5:15 p.m.
Issues Group Meeting

Rural City Information Exchange Meeting

Room A5-A6

4:30 - 6:00 p.m.
Concurrent Session

Legal Issues Session

Meeting Room 9-11

Moderator: *Joseph Montes, City Attorney, Alhambra, San Marino, and Santa Clarita, Burke, Williams & Sorensen* CCP

Labor and Employment Litigation Update

Speakers: *Geoffrey S. Sheldon, Partner, Liebert Cassidy Whitmore*
Elizabeth Tom Arce, Partner, Liebert Cassidy Whitmore

CalPERS Legal Update, Emerging Issues, and Common Compliance Problems

Speakers: *Steve M. Berliner, Partner, Liebert Cassidy Whitmore*
Michael D. Youril, Partner, Liebert Cassidy Whitmore

THURSDAY, SEPTEMBER 21

5:30 - 6:30 p.m.
Caucus Event

Women's Caucus Reception
Morgan's Restaurant, Sheraton Grand Sacramento

5:30 - 7:00 p.m.
Division Event

Channel Counties Division Reception
Torch Club, 904 15th Street
Space is limited; please RSVP to your Regional Public Affairs Manager, David Mullinax, dmullinax@calcities.org. Additional fees may apply.

5:30 - 7:00 p.m.
Division Event

East Bay Division Reception
Pool Deck, Hyatt Regency Sacramento
Space is limited; please RSVP to your Regional Public Affairs Manager, Sam Caygill, scaygill@calcities.org. Additional fees may apply.

5:30 - 7:00 p.m.
Division Event

Orange County Division Board Installation Reception
Capitol View, 15th Floor, Hyatt Regency Sacramento
Space is limited; please RSVP to your Regional Public Affairs Manager, Connor Medina, cmedina@calcities.org. Additional fees may apply.

5:30 - 7:00 p.m.
Division Event

San Diego and Imperial Counties Division Reception
Camellia, Sheraton Grand Sacramento
Space is limited; please RSVP to your Regional Public Affairs Manager, Catherine Hill, chill@calcities.org. Additional fees may apply.

6:00 - 9:00 p.m.
Caucus Event

Latino Caucus Annual Awards Gala
Kimpton Sawyer Hotel, 500 J Street

6:30 - 8:30 p.m.
Caucus Event

African American Caucus Reception
Gardenia, Sheraton Grand Sacramento

6:30 - 9:00 p.m.
Division Event

Central Valley Division Meeting
Frank Fat's, 806 L Street
Space is limited; please RSVP to your Regional Public Affairs Manager, Stephen Qualls, squalls@calcities.org. Additional fees may apply.

8:00 - 9:00 p.m.
Caucus Event

Lesbian Gay Bisexual Transgender Queer Caucus Reception
Mango's Sacramento (Outdoor Patio), 1930 K Street

9:00 - 11:00 p.m.
Caucus Event

Asian Pacific Islander Caucus Reception
Magnolia, Sheraton Grand Sacramento



California CLASS

A Joint Powers Authority Investment Pool for California Public Agencies

- ✓ Preservation of principal and access to liquidity
- ✓ Same-day liquidity for Prime fund
- ✓ Next-day liquidity for Enhanced Cash fund
- ✓ No minimum balance requirements nor maximum contributions
- ✓ Managed to generate a competitive daily yield
- ✓ Ratings of 'AAAm' and 'AAAf/S1'
- ✓ Governed by a Board of Trustees of city, county, and special district finance professionals
- ✓ Professionally managed by Public Trust Advisors

Sponsored by

LEAGUE OF CALIFORNIA CITIES

CSDA California Special Districts Association
Districts Stronger Together

www.californiaclass.com

Visit booth 609 for more information.

FRIDAY, SEPTEMBER 22

7:30 a.m. - 12:30 p.m.

Registration Open
West Lobby

7:00 - 8:15 a.m.
Division Event

Peninsula Division Breakfast
Camellia, Sheraton Grand Sacramento
Space is limited; please RSVP to your Regional Public Affairs Manager, Seth Miller, smiller@calcities.org. Additional fees may apply.

8:15 - 9:15 a.m.

Breakfast Snacks
Pre-function A

8:30 - 10:30 a.m.

General Assembly
Room A1

During the General Assembly, voting delegates will debate and consider general and petitioned resolutions forwarded by the Resolutions Committee.

Are you a voting delegate or alternate? If you have not already checked in to receive your voting card, you may do so in this room beginning at 8:00 a.m.

8:30 - 10:00 a.m.
Concurrent Session

Legal Issues Session
Meeting Room 9-11

***Moderator**: Michael Colantuono, City Attorney, Grass Valley, Colantuono, Highsmith & Whatley*

Municipal Tort and Civil Rights Litigation Update
***Speakers**: Jeremiah Johnson, Partner, ColeHuber*
Neil Okazaki, Senior Deputy City Attorney / Constitutional Policing Advisor, Corona

Pay to Play No More? Levine Act (SB 1439)
***Speakers**: Robert Fabela, City Attorney, Anaheim*
Amanda B. Freeman, Senior Deputy City Attorney, Fresno
Rebecca L. Moon, Senior Assistant City Attorney, Sunnyvale

Program Icons

CCP Cal Cities Partner - Premier Level
IG Institute for Local Government
MCLE Credits Offered

8:45 - 10:45 a.m.
Concurrent Session

Managing Difficult Conversations with Constituents

Room A7-A8

Getting stopped at the post office or grocery store by a constituent is part of daily life as an elected official. Learn how you can show people you disagree with that they have been heard, find areas of commonality or agreement, and share your views in a way that is likely to be heard. This lively and interactive session will combine clear explanations and guided practice around common scenarios that elected officials encounter every day, with a focus on one-to-one conversations rather than large public meetings.

***Speaker**: Elizabeth Doll, Director of Braver Politics, Braver Angels*

8:45 - 10:45 a.m.
Check-in begins at 8:15 a.m.

Harassment Prevention Training for Supervisors and Officials (AB 1661)

Room A9

This informational and interactive workplace harassment prevention training will teach officials and supervisors how to identify, prevent, and properly respond to workplace harassment, discrimination, retaliation, and abusive conduct in order to avoid personal and agency liability in compliance with AB 1825/2053/1661 and SB 396. Sign-in will begin 30 minutes prior to the session and you must be present for the full two hours to receive the certification of attendance. Entry will be prohibited once the session begins.

The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881

***Speaker**: Gymmel Trembly, Attorney, Hanson Bridgett LLP*

9:30 - 10:45 a.m.
Concurrent Session

Connecting With Your Community Through Human-Centered Communication

Room A2-A3

Cities have greatly expanded their communication capacity, with the number of related positions more than doubling in the last 10 years. At the same time, digital outreach — from social media to email to app-based service delivery — has become the norm, accelerated even more by the COVID-19 pandemic. Using several case studies, this presentation will cover how to retain the human touch in today's highly digital communication environment while increasing trust and transparency with the public.

***Moderator and Speaker**: Tom Mallory, Staff Writer, Carlsbad*
***Speakers**: Scott Chadwick, City Manager, Carlsbad*
Kristina Ray, Communication & Engagement Director, Carlsbad

9:30 - 10:45 a.m.
Concurrent Session

Cybersecurity Checklist

Room A4

With ransomware attacks attacking municipalities more than any other industry—even more than schools or healthcare organizations—a perfect storm exists as municipalities are also often the least-equipped to handle a cyberattack. Many municipalities do not even have the "basic basics" in place such as multi-factor authentication (MFA), endpoint detection and response (EDR), and data backup. We will answer the question, "Where do I begin with cybersecurity?" and present a checklist that distills tips, best practices, and recommendations that cities and towns can use to score themselves, find cybersecurity gaps, and create an action plan.

***Speaker**: Corey Kaufman, General Manager, US West, VC3*

FRIDAY, SEPTEMBER 22

9:30 - 10:45 a.m.
Concurrent Session

California Economic Forecast: A Look Ahead
Room A5-A6

The University of California, Los Angeles (UCLA) and Avenu Insights & Analytics are joining forces for a report on the Golden State's economic future. For 60 years, UCLA Anderson Forecast has provided forecasts for economies across the country; its projections are recognized as one of the most accurate, widely followed, and frequently cited in California. Avenu has provided regional/local forecasts and trends in California for 40 years. Together, their reports provide a comprehensive macro and micro forecast for cities. The session will include a detailed explanation of the numbers and a Q&A session.

Moderator: *Reva Feldman, Strategic Advisor, Avenu Insights and Analytics*
Speakers: *Francesco Mancia, Vice President of National Government Relations, Avenu Insights and Analytics*
Jerry Nickelsburg, Professor, UCLA

9:30 - 10:45 a.m.
Concurrent Session

CalPERS Funding Levels, Projections and Strategic Update
Room A10-A11

Join CalPERS leaders for a discussion on the status of the state pension fund, strategies for managing market volatility, and what it means for cities and employees. Attendees will learn about the challenges facing pension funding today and gain valuable insights into the steps CalPERS is taking to mitigate them. Panelists will also explore the implications of these strategies for employer contribution rates and provide a roadmap for the upcoming year.

Speaker: *Michael Cohen, Interim Chief Investment Operating Officer, California Public Employees' Retirement System*

10:15 - 11:30 a.m.
Concurrent Session

Legal Issues Session *(Specialty MCLE)*
Meeting Room 9-11

Moderator: *Joseph Montes, City Attorney, Alhambra, San Marino, and Santa Clarita, Burke, Williams & Sorensen*

Practicing Ethics
Speaker: *Valerie Silverman Massey, Chief Deputy City Attorney, Chief Ethics & Compliance Officer, San Diego*

FRIDAY, SEPTEMBER 22

11:00 a.m. - 12:30 p.m.

Closing General Session

Hall D

***Presiding**: Lisa Middleton, Second Vice President, League of California Cities and Council Member, Palm Springs*

Annual Business Meeting

Cities for Workforce Health Awards

Beacon Awards

Leadership Transition

Swearing in of the Cal Cities Board of Directors

Incoming President's Remarks: Daniel Parra, 2023-24 President, League of California Cities and Mayor, Fowler



Keynote Address: Pivot with Courage: Finding Resilience through Creativity and Connection

We are all born creative, full of imagination and unafraid to make mistakes. And these qualities are often dulled by time—but they don't have to be. It's by reconnecting with our innate confidence (as well as with each other) that we can face crisis, change, and fear with agility and grace. Val provides powerful insights on how to do this through her own unique stories of overcoming adversity, punctuated by songs which elevate and clarify her message. This moving, resonant presentation is ideal for any organization wishing to help their people be more creative, connected and fearless.

***Speaker**: Val Vigoda, Keynote Speaker, Indie Rocker, Electric Violinist and Singer/Songwriter for Disney & Off-Broadway*

SHARE YOUR THOUGHTS!

Send us your feedback on the Conference by scanning this QR code.

GENERAL INFORMATION

How To Get Involved

There are many ways to be involved in helping your city, and all cities, through Cal Cities. Opportunities include:

- Be active locally in legislative advocacy
- Participate in Cal Cities educational programs
- Serve on Cal Cities task forces or committees
- Work with key organizations in your city on grassroots lobbying
- Participate in the Cal Cities policy development process
- Become an officer of your department or division
- Contribute to newsletter articles or *Western City* magazine
- Participate in information sharing on Cal Cities' website and listservs
- Volunteer as a speaker or submit session ideas for Cal Cities meetings

For more information, visit www.calcities.org/get-involved.

Mayors and Council Members Leadership Academy Torch Program

The Mayors and Council Members Torch Program is for elected officials who are seeking continuing education to enhance their own knowledge and skills in order to better serve the public. Each year officials from throughout the state earn recognition as they progress upward through three sequential levels of achievement. For more information visit www.calcities.org/mayors-and-council-members.

Private Sector Relations

Although membership in Cal Cities is restricted to the cities of California, businesses can still be involved through numerous means such as being a Cal Cities Partner, sponsoring a conference, exhibiting at the Annual Conference, advertising in *Western City* magazine, or participating in CitiPAC. For more information, please visit www.calcities.org.

Caucuses

Join one or more of Cal Cities' Caucuses. Each will host a networking event at the Annual Conference, open to all attendees, and an information table in the Expo Hall, Cal Cities Pavilion.

African American Caucus

Representing the interests of African American city officials and their communities. www.calcities.org/african-american-caucus

Asian Pacific Islander Caucus

Provides Asian Pacific Islander municipal officials and their colleagues a forum to share ideas, develop leadership experience and opportunities to communicate with the state's API constituency. www.cacitiesapicaucus.org

Latino Caucus

The Latino Caucus continues its goal of improving quality of life through advocacy by addressing professional, socio-economics, educational, cultural, and political issues. www.cacitieslatinocaucus.org

LGBTQ Caucus

The Lesbian Gay Bisexual Transgender Queer Caucus mission is to improve the quality of life in California through advocacy by addressing professional, socioeconomic, educational, cultural, and civic issues. www.calcities.org/lgbtq-caucus

Women's Caucus

Supports the locally elected women of California to lead more effectively and succeed on every level. www.cacitieswomenscaucus.org

Additional Partnerships

Institute for Local Government℠

The Institute for Local Government promotes good government at the local level with practical, impartial, and easy-to-use resources for California communities. Current program areas and resources to help local officials in service to their communities include local government basics, public engagement, sustainable communities and public service ethics. Please visit www.ca-ilg.org or their table in the Expo Hall.

National League of Cities

The National League of Cities (NLC) is dedicated to helping city leaders build better communities. NLC serves as a resource to and an advocate for the more than 19,000 cities, villages and towns it represents. www.nlc.org

Sister Cities International

Founded in 1956 by President Dwight Eisenhower to advance peace and prosperity through cultural, educational, humanitarian and economic exchanges. It is the world's oldest and largest volunteer network of citizen diplomats. www.sistercities.org



2023 AWARD FOR EXCELLENCE WINNERS

This program, supported by the Cal Cities Partners, recognizes outstanding cities that deliver the highest quality and level of service in the most effective manner possible. Visit the special displays, located in the Expo Hall, by cities that won the prestigious 2023 awards and learn what your city can adapt from their success.

Community Services and Economic Development
City of Azusa
All in for Azusa (AIFA)

Economic Development through the Arts
City of Riverside
Cheech Marin Center for Chicano Art & Culture

Enhancing Public Trust, Ethics, and Community Involvement
City of Corona
Utilizing technology to improve citizen experience and drive resident engagement

Health and Wellness Programs
City of Pleasanton
Alternate Response Program

Housing Programs and Innovations
City of Modesto
Continuum of Care for Youth Experiencing Homelessness

Intergovernmental Collaboration
City of Shafter
Shafter Library & Learning Center

Internal Administration
City of Agoura Hills
The Good Life Agoura Hills Podcast

Partners Award for Excellence in City-Business Relations
City of West Sacramento
West Sacramento Home Run Paid Internship Program

Planning and Environmental Quality
City of Corona
Urban Forest Management Plan

Public Safety
City of Modesto
CHAT-Community Health and Assessment Team

Public Works, Infrastructure, Transportation
City of Santa Monica
Sustainable Water Infrastructure Project

Ruth Vreeland Award for Engaging Youth in City Government
City of Moreno Valley
Moreno Valley and Moreno Valley College Youth Collaborative

Thank you to our 2023 Cal Cities Partners!

Premier Level Partners

Elite Level Partners

Aleshire & Wynder, LLP
American Beverage Association
AT&T
Avenu Insights & Analytics
California Grocers Association
Centrica Business Solutions
Charter Communications
Colantuono, Highsmith & Whatley, PC
Comcast
Cox Communications
Crown Castle
HdL Companies
Johnson Controls
Kaiser Permanente
Kosmont & Associates
Kronick Moskovitz Tiedemann & Girard
Learn4Life
LECET Southwest
Liebert Cassidy Whitmore
Southern California Contractors Association
Western States Petroleum Association

EXHIBITOR LISTING

KEY: CAL CITIES PARTNER Cal Cities Partner ① First-Time Exhibitor Institute for Local Government Partner

4LEAF, Inc.
Booth#: 837
www.4leafinc.com

A

① **ABM Infrastructure Solutions**
Booth#: 1113
www.abm.com

① **Abstract.us**
Booth#: 218
www.Abstract.us

Accela
Booth#: 1322
www.accela.com

① **Achievelt**
Booth#: 1013
www.achieveit.com

Agromin / California Compost
Booth#: 1230
www.californiacompost.net

① **Airbnb**
Booth#: 1435
www.airbnb.com

① **AM Signal**
Booth#: 1134
www.amsignalinc.com

Amazon/Amazon Web Services (AWS)
CAL CITIES PARTNER
Booth#: 304
aws.amazon.com

American Ramp Company
Booth#: 1119
americanrampcompany.com

① **Apptegy**
Booth#: 1218
www.apptegy.com/municipal-websites

① **Arcadis IBI Group**
Booth#: 1414
www.ibigroup.com

Avenu Insights & Analytics CAL CITIES PARTNER
Booth#: 700
www.avenuinsights.com

B

Bay Area Receivership Group
Booth#: 939
www.bayarearg.com

Best Best & Krieger LLP CAL CITIES PARTNER
Booth#: 601
www.bbklaw.com

Best Friends Animal Society
Booth#: 306
www.bestfriends.org

Bob Hall & Associates
Booth#: 1039
www.bobhallandassociates.com

Bob Murray Associates
Booth#: 931
www.bobmurrayassoc.com

① **BOSS Homes**
Booth#: 1131
bosscubez.com

Burke, Williams & Sorensen, LLP
CAL CITIES PARTNER
Booth#: 408
www.bwslaw.com

BuyBoard National Purchasing Cooperative
Booth#: 921
www.buyboard.com/home.aspx

C

① **CA Geological Survey**
Booth#: 1032
www.conservation.ca.gov/cgs

Cal State University San Bernardino the Office of Graduate Studies
Booth#: 207
www.csusb.edu/graduate-studies

California Association of Code Enforcement Officers (CACEO)
Booth#: 212
www.caceo.us

California CLASS
Booth#: 609
californiaclass.com

① **California Community Choice Association (CalCCA)**
Booth#: 1312
cal-cca.org

California Consulting, Inc.
Booth#: 814
www.californiaconsulting.org

① **California for All Animals**
Booth#: 1115
www.sheltermedicine.com

EXHIBITOR LISTING

KEY: CAL CITIES PARTNER Cal Cities Partner ① First-Time Exhibitor Institute for Local Government Partner

California High-Speed Rail Authority
Booth#: 209
www.hsr.ca.gov

California Housing Finance Agency (CalHFA)
Booth#: 1337
www.calhfa.ca.gov

California Joint Powers Insurance Authority CAL CITIES PARTNER
Booth#: 412
www.cjpia.org

① **California School Board Association**
Booth#: 1212
www.csba.org

Calix
Booth#: 1015
www.calix.com

CalPERS
Booth#: 709
www.calpers.ca.gov

California Prison Industry Authority (CALPIA)
Booth#: 1232
www.calpia.ca.gov

Calsense CAL CITIES PARTNER
Booth#: 923
www.calsense.com

① **CardX/BANC Certified Merchant Services**
Booth#: 208
www.cardx.com

Carl Warren & Company
Booth#: 933
www.carlwarren.com

① **Catalis**
Booth#: 1038
catalisgov.com

① **CEB - Continuing Education of the Bar**
Booth#: 1412
https://www.ceb.com/

① **Center for Contract Compliance**
Booth#: 1238
www.Socalccc.org

Centrica Business Solutions CAL CITIES PARTNER
Booth#: 533
www.centricabusinesssolutions.com/us

① **Certified Payments by Deluxe**
Booth#: 1138
www.certifiedpayments.com

Charles Abbott Associates, Inc CAL CITIES PARTNER
Booth#: 706
www.caa.inc

① **Cintas Corporation**
Booth#: 1310
www.cintas.com

Climate Change Impacts and Risk Analysis (CIRA)
Booth#: 920
www.epa.gov/cira

Citrus Pest Disease Prevention
Booth#: 732
californiacitrusthreat.org

① **City of Agoura Hills**
Booth#: 935
www.agourahillscity.org

① **City of Azusa**
Booth#: 1234
www.ci.azusa.ca.us

① **City of Corona**
Booth#: 1121
www.coronaca.gov

① **City of Modesto**
Booth#: 1336
www.modestogov.com

① **City of Modesto**
Booth#: 1338
www.modestogov.com

① **City of Moreno Valley**
Booth#: 1112
moval.gov

① **City of Riverside**
Booth#: 807
www.riversideca.gov

① **City of Santa Monica**
Booth#: 637
www.santamonica.gov

① **City of Shafter**
Booth#: 1033
www.shafter.com

① **City of West Sacramento**
Booth#: 222
www.cityofwestsacramento.org

City Ventures CAL CITIES PARTNER
Booth#: 821
www.cityventures.com

EXHIBITOR LISTING

KEY: CAL CITIES PARTNER Cal Cities Partner ① First-Time Exhibitor Institute for Local Government Partner

Citygovapp, Inc.
Booth#: 532
www.citygovapp.com

Cityside Fiber
Booth#: 1125
www.citysidefiber.com

① **ClearGov**
Booth#: 206
cleargov.com

Climatec CAL CITIES PARTNER
Booth#: 615
www.climatec.com

Code Publishing, A General Code Company
Booth#: 433
www.codebook.com

① **Connect Homes**
Booth#: 1423
www.connect-homes.com

① **Core & Main**
Booth#: 1239
www.coreandmain.com

CourseCo
Booth#: 919
www.CourseCo.com

CPS HR Consulting
Booth#: 719
www.cpshr.us

Crown Castle CAL CITIES PARTNER
Booth#: 1024
www.crowncastle.com

CSCDA
Booth#: 611
cscda.org

CSG Consultants
Booth#: 530
www.csgengr.com

Culture Cannabis Club CAL CITIES PARTNER
Booth#: 422
www.culturecannabisclub.com

D

Dapeer, Rosenblit & Litvak, LLP
Booth#: 702
www.drllaw.com

Dave Bang Associates, Inc.
Booth#: 330
www.davebang.com

Davey Resource Group, Inc.
Booth#: 835
www.davey.com

Deckard Technologies CAL CITIES PARTNER
Booth#: 1431
www.deckard.com

DGS - Office of Fleet and Asset Management
Booth#: 1136
www.dgs.ca.gov/OFAM/Travel

① **DignityMoves**
Booth#: 1210
www.dignitymoves.org

DRC Emergency Services, LLC
Booth#: 802
www.drcusa.com

DTA Municipal Solutions
Booth#: 930
www.financedta.com

① **DynaTouch**
Booth#: 934
www.dynatouch.com

E

① **Emergent 3D**
Booth#: 1139
www.emergent-3d.com

ENGIE N.A. CAL CITIES PARTNER
Booth#: 404
www.engie-na.com

Enterprise Fleet Management CAL CITIES PARTNER
Booth#: 607
www.enterprise.com

Environmental Systems Research Institute Inc. (ESRI)
Booth#: 730
www.esri.com

① **Equality Labs LLC**
Booth#: 1438
www.equalitylabs.org

Exeloo Public Restrooms
Booth#: 232
www.exeloo.com

EXHIBITOR LISTING

KEY: CAL CITIES PARTNER Cal Cities Partner ① First-Time Exhibitor Institute for Local Government Partner

F

Fieldman, Rolapp & Associates, Inc.
CAL CITIES PARTNER
Booth#: 721
www.fieldman.com

Flock Safety
Booth#: 204
www.flocksafety.com

Fonroche Lighting America
Booth#: 1231
www.fonrochesolarlighting.com

G

① **GBL Infrastructure Solutions, Inc.**
Booth#: 1314
www.gblsolutionsinc.com

George Hills
Booth#: 710
www.georgehills.com

① **GOGov**
Booth#: 1034
www.gogovapps.com

① **Gordian**
Booth#: 1220
www.gordian.com

Granicus CAL CITIES PARTNER
Booth#: 820
www.granicus.com

Graphic Solutions
Booth#: 431
www.graphicsolutions.com

① **Grasstik**
Booth#: 1323
www.grasstik.com

Great Western & MRC Recreation
Booth#: 904
www.gametime.com

Greenfields Outdoor Fitness
Booth#: 331
gfoutdoorfitness.com

Griffin Structures
Booth#: 1432
www.grifinstructures.com

Griswold Law APC
Booth#: 734
www.griswoldlawca.com

H

HdL Companies CAL CITIES PARTNER
Booth#: 714
www.hdlcompanies.com

Holman Capital Corporation
Booth#: 322
www.holmancapital.com

① **Howard Lighting Products**
Booth#: 1020
www.howard-lighting.com

HR Green, Inc.
Booth#: 924
www.hrgreen.com

I

IBank
Booth#: 1223
ibank.ca.gov

In God we Trust America
Booth#: 1439
www.ingodwetrustamerica.org

Interwest Consulting Group CAL CITIES PARTNER
Booth#: 810
interwestgrp.com

J

① **Jamboree Housing Corporation**
CAL CITIES PARTNER
Booth#: 215
www.jamboreehousing.com

① **Jewish Community Relations Council**
Booth#: 937
www.jcrc.org

Jones Mayer CAL CITIES PARTNER
Booth#: 432
www.jones-mayer.com

JustServe
Booth#: 224
www.justserve.org

K

Keenan CAL CITIES PARTNER
Booth#: 811
www.keenan.com

Keyser Marston Associates, Inc.
Booth#: 718
www.keysermarston.com

EXHIBITOR LISTING

KEY: CAL CITIES PARTNER Cal Cities Partner ① First-Time Exhibitor Institute for Local Government Partner

① **Kier + Wright**
Booth#: 1324
kierwright.com

Koff & Associates
Booth#: 1035
koffassociates.com

Kosmont Companies CAL CITIES PARTNER
Booth#: 825
www.kosmont.com

Kronick
Booth#: 315
www.kmtg.com

L

LaneLight Traffic Technologies, Inc
Booth#: 1225
www.lanelight.com

Learn4Life CAL CITIES PARTNER
Booth#: 319
www.learn4life.org

LECET Southwest CAL CITIES PARTNER
Booth#: 1236
www.lecetsouthwest.org

Library Systems & Services
Booth#: 430
www.lsslibraries.com

Liebert Cassidy Whitmore
Booth#: 800
www.lcwlegal.com

① **Lost City Event Consulting**
Booth#: 220
www.lostcityevents.com

M

Magellan - ENTRUST Solutions Group
Booth#: 818
www.magellanbroadband.com

① **MASA Medical Transport Solutions**
Booth#: 1211
www.masamts.com

Mattress Recycling Council
Booth#: 225
www.MattressRecyclingCouncil.org

Meyers Nave CAL CITIES PARTNER
Booth#: 531
www.meyersnave.com

① **Mosaic Public Partners**
Booth#: 1219
www.mosaicpublic.com

Murdock Mfg
Booth#: 1018
www.murdockmfg.com

N

① **Nan McKay and Associates**
Booth#: 1111
www.nanmckay.com

NASPO ValuePoint
Booth#: 1135
www.naspovaluepoint.org

National Construction Rentals
Booth#: 231
www.rentnational.com

NLC Service Line Warranties by HomeServe
Booth#: 703
watersolutions.homeserve.com/nlc-service-line-warranty-program-overview

Nor Cal Carpenters Union
Booth#: 1023
www.norcalcarpenters.org

NORESCO CAL CITIES PARTNER
Booth#: 715
www.noresco.com

① **Novo Nordisk Inc.**
Booth#: 332
www.novonordisk-us.com

NV5
Booth#: 815
www.nv5.com

O

OpenCounter, a Euna Solutions Brand
Booth#: 1114
opencounter.com

OpenGov
Booth#: 325
www.opengov.com

Orenco Systems, Inc
Booth#: 221
www.orenco.com

P

PARS CAL CITIES PARTNER
Booth#: 305
www.pars.org

① **Paya, a Nuvei Company**
Booth#: 1418
paya.com/industry/government

Peckham & McKenney Executive Search
Booth#: 323
www.PeckhamAndMcKenney.com

PERC Water / CWCO
Booth#: 831
www.percwater.com

① **Pinnacle Training Systems**
Booth#: 1022
www.pinnacletrainingsystems.com

Piper Sandler & Co
Booth#: 632
www.pipersandler.com

① **Precision Civil Engineering**
Booth#: 635
precisioneng.net

Precision Concrete Cutting
Booth#: 1011
pccnorcal.com

PSD Citywide Inc.
Booth#: 230
psdcitywide.com

① **PublicInput**
Booth#: 1421
www.publicinput.com

Public Restroom Company
Booth#: 839
www.publicrestroomcompany.com

① **Push Publish**
Booth#: 1433
www.pushpublish.co

R

Radarsign, LLC
Booth#: 1030
www.radarsign.com

Ralph Andersen & Associates
Booth#: 318
www.ralphandersen.com

① **Raven SR**
Booth#: 1237
ravensr.com

① **Records Consultants Inc**
Booth#: 1036
www.rcitech.com

① **Refined Reporting Resource LLC**
Booth#: 1333
www.RefinedReportingResource.com

Renne Public Law Group, LLP
Booth#: 307
rennepubliclawgroup.com

Republic Services
Booth#: 205
www.republicservices.com

Retail Strategies
Booth#: 309
www.retailstrategies.com

Revize Government Websites
Booth#: 219
www.revize.com

Richards Watson & Gershon CAL CITIES PARTNER
Booth#: 701
www.rwglaw.com

① **Ridgeline Municipal Strategies, LLC**
Booth#: 213
www.ridgelinemuni.com

RKA Consulting Group
Booth#: 619
www.rkagroup.com

① **RMS INC**
Booth#: 922
www.retailsolutionshq.com

RSG, Inc
Booth#: 1424
webrsg.com

① **Ruff Ruff Poop Bags**
Booth#: 1321
www.ruffruffpoopbags.com

S

Schneider Electric CAL CITIES PARTNER
Booth#: 806
www.se-enable.com

ScholarShare Investment Board
Booth#: 1213
www.treasurer.ca.gov/scholarshare

Security Lines US
Booth#: 918
www.securitylines.us

① **Shums Coda Associates**
Booth#: 214
www.shumscoda.com

Siemens Industry, Inc.
Booth#: 707
www.siemens.com/us/en.html

SiFi Networks
Booth#: 938
sifinetworks.com

SitelogiQ CAL CITIES PARTNER
Booth#: 418
www.sitelogiq.com

Sloan Sakai Yeung & Wong LLP
Booth#: 819
www.sloansakai.com

Slovak Baron Empey Murphy & Pinkney LLP (SBEMP)
Booth#: 1037
www.sbemp.com

Smart Coast California
Booth#: 1410
www.smartcoastca.org

① **Softdocs**
Booth#: 1420
www.softdocs.com/local_government

① **Sol by Sunna Design**
Booth#: 1339
solarlighting.com

Southern California Edison CAL CITIES PARTNER
Booth#: 424
www.edison.com

Southland Industries CAL CITIES PARTNER
Booth#: 631
southlandind.com

Spohn Ranch
Booth#: 1031
www.spohnranch.com

St. Nick's Christmas Lighting
Booth#: 1311
www.st-nicks.com

① **StreetBond**
Booth#: 1118
www.Streetbond.com

Streetlight Restoration Specialists
Booth#: 816
www.streetlightrestoration.com

Superior Tank Solutions
Booth#: 1422
www.superiortanksolutions.com

SurveillanceGRID
Booth#: 639
www.surveillancegrid.com

① **SW Sustainability Solutions Inc.**
Booth#: 1214
swssglobal.com

① **Sweeping Corporation of America**
Booth#: 1434
www.sweepingcorp.com/

SyTech Solutions
Booth#: 805
www.sytechsolutions.com

T

T2 Systems
Booth#: 936
www.t2systems.com

Techline Sports Lighting
Booth#: 1123
www.sportlighting.com

The EZ Street Company
Booth#: 1019
www.ezstreetasphalt.com

The KYA Group
Booth#: 1319
www.theKYAgroup.com

① **The Retail Coach, LLC**
Booth#: 1215
www.theretailcoach.net

① **The Wildfire Conservancy**
Booth#: 1221
wildfireconservancy.org

① **TheGovApp.com**
Booth#: 1419
www.TheGovApp.com

① **Titan Environmental**
Booth#: 1331
www.titanenviro.com

TKE Engineering, Inc.
Booth#: 1430
www.tkeengineering.com

TNT Fireworks
Booth#: 630
www.TNTFireworks.com

Townsend Public Affairs
Booth#: 914
www.townsendpa.com

Transtech Engineers, Inc. CAL CITIES PARTNER
Booth#: 736
www.transtech.org

U

U.S. Flood Control Corp.
Booth#: 910
www.usfloodcontrol.com

UC ANR Statewide IPM Program
Booth#: 932
ipm.ucanr.edu

① **UNICO Engineering**
Booth#: 1318
www.unicoengineering.com

V

Vanir CAL CITIES PARTNER
Booth#: 313
www.vanir.com

① **VC3**
Booth#: 1425
www.vc3.com

Verkada
Booth#: 333
www.verkada.com

Vortex Aquatic Structures International
Booth#: 1110
www.vortex-intl.com

① **VSS Emultech**
Booth#: 1132
www.emultech.com

VSS International, Inc.
Booth#: 1130
www.slurry.com

W

Wastequip
Booth#: 1320
www.wastequip.com

① **WBCP, Inc**
Booth#: 1222
www.wbcpinc.com

① **Websoft Developers, Inc.**
Booth#: 1224
www.websoftdev.con

① **Weidner/MagneGrip**
Booth#: 1137
www.magnegrip.com

West Coast Arborists, Inc.
Booth#: 720
www.wcainc.com

Willdan CAL CITIES PARTNER
Booth#: 312
www.willdan.com/index.aspx

① **Witt O'Brien's**
Booth#: 1315
www.wittobriens.com

Z

① **ZacTax**
Booth#: 1335
www.zactax.com

Listings as of August 25, 2023

PAST PRESIDENTS

James D. Phelan, San Francisco (1898 - 00)
R. W. Snow, Oakland (1900 - 01)
Joseph Hutchinson, Palo Alto (1901 - 02)
M. P. Snyder, Los Angeles (1902 - 03)
D. C. Clark, Santa Cruz (1904 - 05)
Frank P. Frary, San Diego (1904 - 05)
L. O. Stephens, Fresno (1905 - 06)
F. P. Brown, San Jose (1906 - 07)
W. H. Turner, Merced (1907 - 08)
J. J. Hanford, San Bernardino (1908 - 09)
A. K. Orr, Visalia (1909 - 10)
S. C. Evans, Riverside (1910 - 11)
B. L. Hodgehead, Berkeley (1911 - 12)
A. E. Dodson, San Diego (1912 - 13)
F. K. Mott, Oakland (1913 - 14)
Percy V. Long, San Francisco (1914 - 15)
A. E. Snow, Fresno (1915 - 16)
A. H. Wright, San Diego (1916 - 17)
Wallace Rutherford, Napa (1917 - 18)
L. A. Handley, Los Angeles (1918 - 19)
W. P. Butcher, Santa Barbara (1919 - 20)
Charles E. Hewes, Long Beach (1920 - 21)
Louis Bartlett, Berkeley (1921 - 22)
F. C. Merritt, Oakland (1922 - 23)
C. N. Kirkbride, San Mateo (1923 - 24)
N. E. Malcolm, Palo Alto (1924 - 25)
H. L. Moody, San Diego (1925 - 26)
J. J. Sippy, Stockton (1926 - 27)
J. C. Albers, Beverly Hills (1927 - 28)
H. C. Bottorff, Sacramento (1928 - 29)
G. Gordon Whitnal, Los Angeles (1929 - 30)
C. H. S. Bidwell, Sacramento (1930 - 31)
J. H. Mitchell, Burbank (1931 - 32)
George R. Caden, Santa Rosa (1932 - 33)
Earl C. Thomas, Palo Alto (1933 - 34)
A. I. Steward, Pasadena (1934 - 35)
Hollis R. Thompson, Berkeley (1935 - 36)
Jean L. Vincenz, Fresno (1936 - 37)
Charles H. Mann, Anaheim (1937 - 38)
Leo J. Smith, Marysville (1938 - 39)
C. W. Shelly, Montebello (1939 - 40)
John J. O'Toole, San Francisco (1940 - 41)
P. J. Maher, Santa Barbara (1941 - 42)
C. H. Baker, Watsonville (1942 - 43)
Lawrence E. Olson, Glendale (1943 - 44)
Charles R. Schwanenberg, Oakland (1944 - 45)
Harley E. Knox, San Diego (1945 - 46)
Fitch Robertson, Berkeley (1946 - 47)
Roger D. Lapham, San Francisco (1947)
Edwin L. Carty, Oxnard (1947 - 48)
Arch B. Davison, Colusa (1948 - 49)
Charles A Pearson, Anaheim (1949 - 50)
Robert H. Rinn, Lodi (1950 - 51)
Fletcher Bowron, Los Angeles (1951 - 52)
George Demmon, Vallejo (1952 - 53)
Clarence E. Wagner, Long Beach (1953 - 54)
Charles P. Burgess, Menlo Park (1954 - 55)
O. W. Campbell, San Diego (1955 - 56)
Theodore Meriam, Chico (1956 - 57)
Norris Poulson, Los Angeles (1957 - 58)
John Erreca, Los Banos (1958 - 59)
Ira J. Chrisman, Visalia (1959 - 60)
Charles P. Walker, Manhattan Beach (1960 - 61)
Charles Dial, San Diego (1961 - 62)

PAST PRESIDENTS

Noel Porter, Palo Alto (1962 - 63)
John Bergin, Riverside (1963 - 64)
James McKinney, Sacramento (1964 - 65)
Erwin Sklar, Oceanside (1965 - 66)
Jack D. Maltester, San Leandro (1966 - 67)
Edward H. Rademacher, Santa Rosa (1967 - 68)
Jack Ryersen, Santa Rosa (1968 - 69)
Edwin W. Wade, Long Beach (1969 - 70)
Clifford F. Loader, Delano (1970 - 71)
Ray D. Prueter, Port Hueneme (1971 - 72)
Thomas J. Mellon, San Francisco (1972 - 73)
Harold M. Hayes, Montclair (1973 - 74)
Lee H. Davies, Modesto (1974 - 75)
Pete Wilson, San Diego (1975 - 76)
Helen Putnam, Petaluma (1976 - 77)
Duane Winters, Fullerton (1977 - 78)
Rex Clark, Watsonville (1978 - 79)
Tom Bradley, Los Angeles (1979 - 80)
George Buljan, Roseville (1980 - 81)
Tom Clark, Long Beach (1981 - 82)
William H. Armstrong, Clovis (1982 - 83)
Dorrill Wright, Port Hueneme (1983 - 84)
William Carroll, Vacaville (1984 - 85)
Pat Russell, Los Angeles (1985 - 86)
Jane Baker, San Mateo (1986 - 87)
Gregory R. Cox, Chula Vista (1987 - 88)
Rena M. Murphy, Cathedral City (1988 - 89)
Iola Williams, San Jose (1989 - 90)
Norm Woods, South Lake Tahoe (1990 - 91)
Hal Conklin, Santa Barbara (1991 - 92)
Patricia Castillo, Sunnyvale (1992 - 93)
Bob Bartlett, Monrovia (1993 - 94)
Mary Andrews, Chico (1994 - 95)
Sedalia Sanders, El Centro (1995 - 96)
Jim Worthen, Eureka (1996)
Ron Bates, Los Alamitos (1996 - 98)
Carolyn Ratto, Turlock (1998 - 99)
John Ferraro, Los Angeles (1999 - 2000)
David Fleming, Vacaville (2000 - 01)
Beverly O'Neill, Long Beach (2001 - 02)
John Russo, Oakland (2002 - 03)
Ron Loveridge, Riverside (2003 - 04)
Pat Eklund, Novato (2004 - 05)
Alex Padilla, Los Angeles (2005 - 06)
Maria Alegria, Pinole (2006 - 07)
Jim Madaffer, San Diego (2007 - 08)
Heather Fargo, Sacramento (2008)
Judith Mitchell, Rolling Hills Estates (2008 - 09)
Robin Lowe, Hemet (2009 - 10)
Jim Ridenour, Modesto (2010 - 11)
Mike Kasperzak, Mountain View (2011 - 12)
Bill Bogaard, Mayor, Pasadena (2012 - 13)
José Cisneros, Treasurer, City and County of San Francisco, (2013 - 14)
Tony Ferrara, Arroyo Grande (2014)
Stephany Aguilar, Scotts Valley (2014 - 15)
L. Dennis Michael, Rancho Cucamonga (2015 - 16)
JoAnne Mounce, Lodi (2016 - 17)
Rich Garbarino, Council Member, South San Francisco (2017 - 18)
Janet Arbuckle, Council Member, Grass Valley (2018 - 19)
John F. Dunbar, Mayor, Yountville (2019 - 20)
Cheryl Viegas Walker, Council Member, El Centro (2020 - 2021)
Cindy Silva, Mayor Pro Tem, Walnut Creek (2021-22)

UPCOMING CONFERENCES

CITY CLERKS NEW LAW AND ELECTIONS SEMINAR
December 13 - 15 | San Diego

FIRE CHIEFS LEADERSHIP SEMINAR
December 13 - 14 | San Diego

MUNICIPAL FINANCE INSTITUTE
December 14 - 15 | San Diego

MAYORS AND COUNCIL MEMBERS ACADEMY
January 24 - 26 | Monterey

CITY MANAGERS CONFERENCE
February 7 - 9 | Los Angeles

PLANNING COMMISSIONERS ACADEMY
March 6 - 8 | Long Beach

PUBLIC WORKS OFFICERS INSTITUTE
March 13 - 15 | Monterey

CITY LEADERS SUMMIT
April 17 - 19 | Sacramento

CITY ATTORNEYS SPRING CONFERENCE
May 8 - 10 | Rancho Mirage

2024 ANNUAL CONFERENCE AND EXPO
October 16 - 18 | Long Beach

2025 ANNUAL CONFERENCE AND EXPO
October 8 - 10 | Long Beach

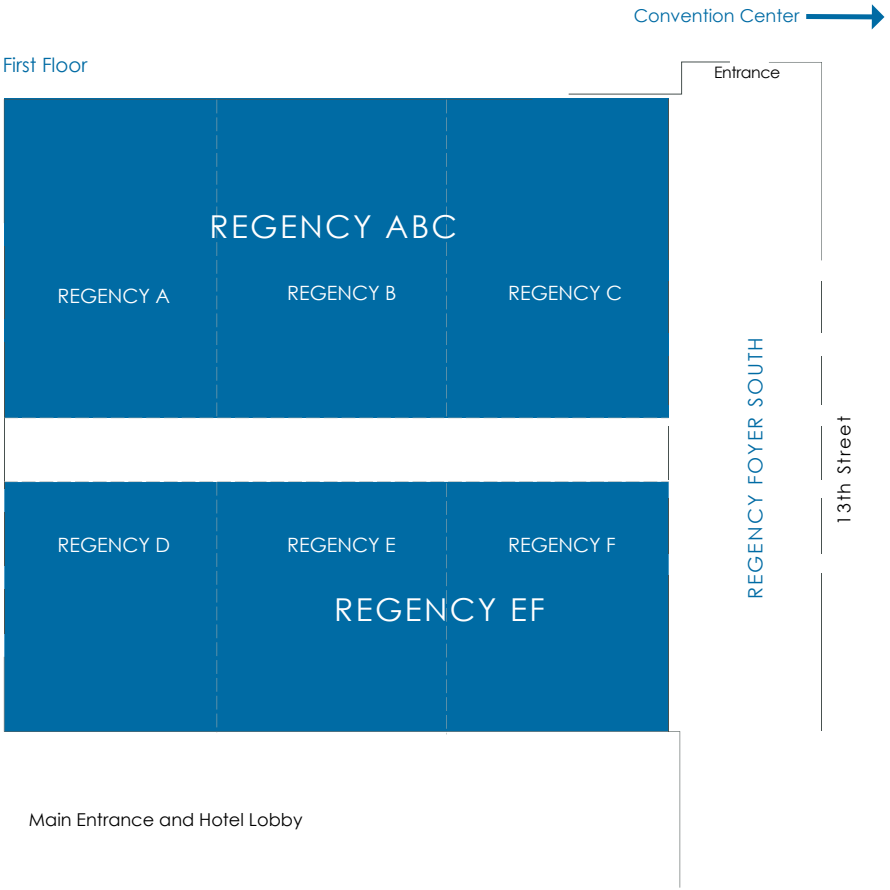
Find out more at www.calcities.org

Did You Know?

Cal Cities relies on volunteers to speak at and plan our conferences. If you would like to receive more information, please email education@calcities.org with the conference and role you are interested in.

Hyatt Regency Sacramento

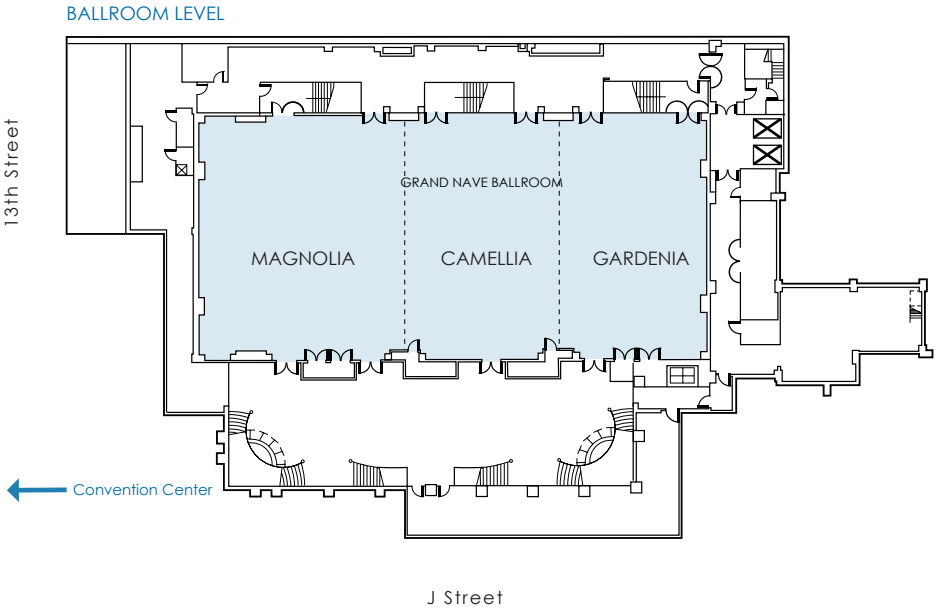
The Hyatt Regency Sacramento is easily accessible and adjacent to the convention center's West Lobby entrance on K Street. From the West Lobby entrance, exit the SAFE Credit Union Convention Center, cross 13th Street then turn left.



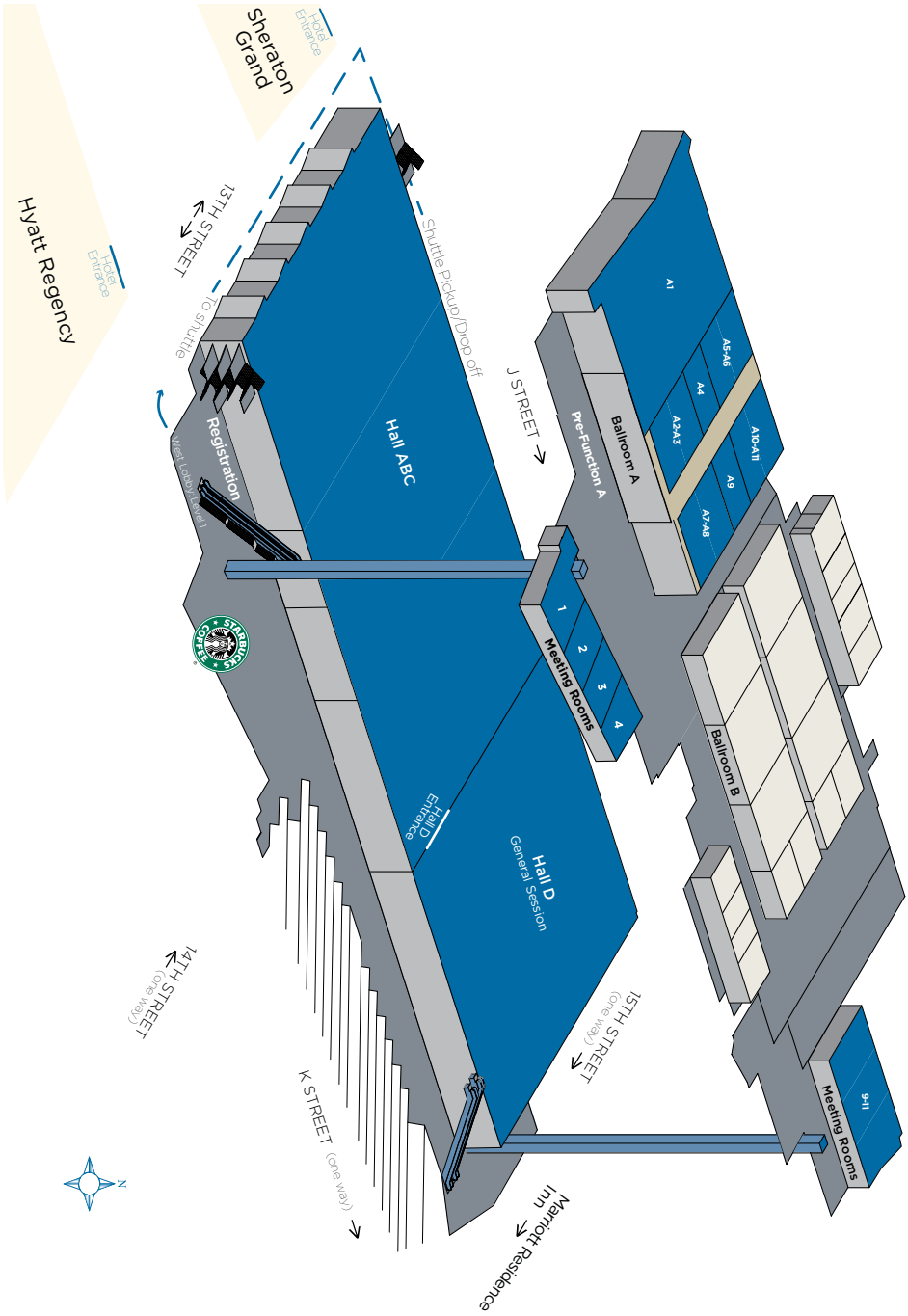
Big Sur is located on the 2nd floor and
Capitol View is located on the 15th floor.

Sheraton Grand Sacramento

The Sheraton Grand Sacramento is conveniently located near the SAFE Credit Union Convention Center's West Lobby entrance on K Street. From the West Lobby entrance, exit the convention center, cross 13th Street then turn right. Continue up 13th street to J Street. The hotel entrance will be on the corner of 13th and J Street.



CONVENTION CENTER FLOOR PLAN





125 YEARS
1898-2023

Strengthening California Cities
through **Advocacy** and **Education**

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

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: **Public Hearing relating to TTLC REDLANDS TEXAS ST, LLC. in consideration of the following:**
(Mayor to declare meeting open as a public hearing)

a. **Resolution No. 8516** of the development applications described below. The project site is located on the east side of Texas Street approximately 500 feet north of Domestic Avenue (APN: 0167-041-01-0000) in the Agriculture (A-1) District.

b. **Mitigated Negative Declaration** prepared for the project in accordance with Section 15074 of the California Environmental Quality Act

c. Socio-Economic Cost/Benefit Study prepared for the proposed project in accordance with Measure U.

d. **Conditional Use Permit No. 1167** – A request for a Planned Residential Development (PRD) in accordance with RMC Chapter 18.144 on approximately 14.69 gross acres consisting of 35 single-family residential lots, six open space lettered lots, and on-site recreational amenities for residents.

e. **Tentative Tract Map No. 20520** – A request 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.

f. **Resolution No. 8517** for Street Vacation No. 193 – A request 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.
(Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

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

MOTION(S):

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

I move that the City Council adopt Resolution No. 8516.

I move that the City Council adopt Resolution No. 8517.

COMMISSION RECOMMENDATION:

On August 8, 2023, the Planning Commission reviewed the project and voted to approve Resolution 1628 recommending approval of the project entitlements by a 5-0 vote (Chair Stephen Frasher and Commissioner Matt Endsley were absent).

The Planning Commission recommends that the City Council approve the project by the following actions:

- Adopt the Mitigated Negative Declaration for the proposed project and related Mitigation Monitoring/Reporting Program prepared in accordance with the California Environmental Quality Act Guidelines;
- Adopt the Socio-Economic Cost/Benefit Study prepared for the project;
- Approve Street Vacation No. 193;
- Approve Tentative Tract Map No. 20520; and,
- Approve Conditional Use Permit No. 1167 for a Planned Residential Development, subject to the attached Conditions of Approval."

The August 8, 2023, Planning Commission staff report is included as Attachment A.

BACKGROUND:

Project Description:

The applicant is proposing to subdivide a 14.69-acre parcel located on the east side of Texas Street approximately 500 feet north of Domestic Avenue (see Attachments B) to develop a subdivision as a Planned Residential Development ("PRD"). 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.

The residential development area of the project includes 35 residential lots with a minimum lot size of 7,200 square feet. Homes are all two-stories and range from approximately 2,700 to 3,200 square feet in living area. The majority of the residential development area is planned with homes fronting onto three streets that take access from Texas Street and end in cul-de-sacs. Two homes front onto Texas Street at the northern end of the project.

The largest portion of the project's common open space area is located to the immediate north and northeast of the residential lots, where a 2.5-acre park is proposed that includes open play areas, a tot lot, the continuation of the Santa Ana River Trail (to be constructed by the applicant), and a water quality detention basin. The park sits on a bluff area overlooking the Santa Ana River Wash. Beyond the park area, the site slopes significantly down toward the Santa Ana River Wash to an area that will be preserved as undeveloped natural open space. The northernmost portion of the site (3.0 acres) will be avoided and will remain in its natural condition. Tentative Tract Map No. 20520 is included as Attachment C to this report.

Senate Bill 330:

Senate Bill 330 (Housing Crisis Act of 2019) became effective on January 1, 2020. Senate Bill 330 is intended to remove barriers for housing developments to alleviate the continued housing shortage crisis in California. It made many changes to the entitlement process for housing developments, including prohibiting jurisdictions from making decisions on housing projects based on subjective standards (not objective standards). It also "locks in" the development regulations that were adopted and in effect when the development application was deemed complete. Additionally, if there is an inconsistency between a site's zoning and General Plan designation, a project must be allowed to develop at the allowable density of the General Plan even if that density is higher than what is allowed by the zoning.

The proposed project was submitted in February 2022 and deemed complete in October 2022. The project site's zoning is Agriculture (A-1) which requires a minimum lot size of five (5.0) acres. The site's General Plan designation is Very Low Density Residential, which allows up to 2.7 units per acre. Based on the development standards of the A-1 zone, the project would not be able to achieve the maximum allowable density of 2.7 DU/acre that is allowed by the General Plan designation.

Senate Bill 330 requires the City to allow the applicant to utilize standards that will allow development of the site consistent with the allowable General Plan density. In this case, the applicant is requesting the Planned Residential Development – Estate Residential (PRD-RE) development standards to achieve the higher allowable density without the need for a Zone Change, and these development standards are similar to those that have been previously applied to surrounding single-family developments to the south and east.

Based upon the requirements of SB 330, the project can be developed in a manner consistent with the Very Low Density Residential General Plan designation and the Planned Residential Development-Estate Residential (PRD-R-E) development standards to achieve the density allowed by the General Plan (2.7 units per acre).

Analysis:

A) General Plan Consistency

The General Plan land use designation for the project site is Very Low Density Residential and allows between 0 to 2.7 dwelling units per gross acre. The project site's gross area is 14.69 acres. Based upon the allowable density of 2.7 units per gross acre, the project could potentially develop 39 units.

The proposed density of 2.31 dwelling units per gross acre will be consistent with the type and density of development indicated on the 2035 General Plan Land Use Map (see Attachment D-1). The proposed detached single-family residential design of the subdivision will implement several General Plan policies. See Attachment D-2 for a detailed list and analysis of the project's consistency with the General Plan.

B) Tentative Tract Map & Planned Residential Development Standards

Tentative Tract Map 20520 is designed as a Planned Residential Development (with a Conditional Use Permit as required). Redlands Municipal Code (RMC) Chapter 18.144 contains development standards for a PRD such as density, open space, and site design. The Municipal Code also outlines development standards that allow flexibility with respect to the underlying zoning district requirements for lot area, lot dimensions, and setbacks. The purpose of the PRD provisions is to provide for greater flexibility in the design of residential developments and the promotion of a more efficient, aesthetically pleasing, and desirable use of land.

As detailed in RMC Section 18.144, PRDs are to be submitted and reviewed through the Conditional Use Permit process. Typically, Conditional Use Permits are approved by the Planning Commission. However, in this case, the project is required to be approved by the City Council due to the applicant's request for smaller lot sizes than what would typically be permitted in the applicable zoning district. RMC Chapter 18.144.100 allows a reduction in lot size subject to the approval of a Conditional Use Permit and a determination by the City Council that the provisions of the PRD Ordinance are met, Similarly, the PRD

ordinance

The table below summarizes the project's compliance with the required development standards. Items requiring specific determinations by the City Council are detailed below. A more complete discussion of development standards and project design is included in the Planning Commission Staff Report previously prepared for the project, which is included as Attachment A.

Table 1. TTM No. 20520: Compliance with Development Standards			
Development Standard	Requirement	Provided	Complies (Yes/No)
1. Density of Development	Not to exceed 3 dwelling units per acre (net)	3 D.U. /net acre	Yes
2. Lot Size	14,0000 square feet Min.	7,200 Min., 7,708 Avg.	Yes**
3. Lot Dimensions:			
Width	100' Min.	60' Min.	Yes**
Depth	120 Min.	100' Min.	Yes**
4. Common Open Space	20% Min. (2.34 acres min.)	2.9 acres	Yes
**if deemed appropriate by the City Council			

1. Density of Development

While the project's gross acreage is 14.69 acres, the net development area is 11.68 acres (due to avoidance of approximately three acres in the north part of the project site that is adjacent to the Santa Ana River Wash area). RMC Chapter 18.144 for PRD allows for a density of up to 3.0 dwelling units per "net" acre of development area in the Residential Estate (R-E) District. The maximum allowable number of units for the project based on this density is 35 dwelling units. The proposed density is 3.0 dwelling units per net acre (a total of 35 houses) and would be consistent with the density allowed by RMC Section 18.144.050.

2. Lot Sizes

RMC Chapter 18.144 for PRD allows a reduction in lot size subject to the approval of a Conditional Use Permit and a determination that the provisions of the PRD Ordinance are met.

"18.144.100: LOT AREA: Individual lot areas may be reduced below the minimum standard required for the zone upon the finding by the city council that the provisions of this chapter are satisfied. Individual lots shall comply with all required setbacks, yard areas and private outdoor living areas required by the zone."living areas required by the zone."

The minimum lot size requirement for the R-E zoning district is 14,000 square feet. The lot sizes proposed by the applicant range in size from 7,200 square-feet up to 10,755 square-feet (Lot 15). The average lot size is 7,708 square-feet (total residential lot area is 269,770 sq. ft. / 35 lots = 7,707.7 sq. ft. average). Based upon Section 18.144.100 included above, the reduced lot size may be approved provided that the City Council finds that the project complies with the applicable standards. The discussion below details the project's ability to meet the applicable development standards.

3. Lot Dimensions

The lot dimensions for the R-E District require a minimum of 100 feet in width and 120 feet in depth. The typical lot within the proposed project is 60 feet with and 120 feet deep although there are minor variations.

Section 18.144.110 states that lot widths and depths may be reduced below the standard of the district. Except for six lots, all lots exceed 120' in depth. These lots are located at the bulb ends of the cul-de-sacs on the east side of the project where a reduction in lot depth is necessary to accommodate the cul-de-sac.

These lots all maintain an average depth of over 100’.

Regarding lot widths, Section 18.144.110 states that to preserve and maintain the quality of the zone and surrounding neighborhoods, all lots abutting a dedicated public street shall have a lot width not less than the minimum required for the zone. The project does not include any residential lots abutting a dedicated public street. The project has been designed with open space lots abutting Texas Street and the applicant is proposing reduced lot widths with (minimum 60’ wide) which are similar to the existing homes to the south and southeast of the project. If the Planning Commission determines that these reduction is appropriate, this reduction may be approved.

4. Common Open Space

Projects processed under the PRD Ordinance are required to provide open space. The net developable area of the site is 11.68 acres and the project is required to provide 20% (2.34 acres) of this area as common open space. The largest portion of the project’s common open space is Lot A, which is 2.53 acres and exceeds the common open space requirement. This area is designed as a park for active and passive recreational uses. The park area will be unfenced and accessible to the residents of the project as well as the public. It contains an open play area, a tot lot, and a new portion of the Santa Ana River Trail will also pass through this area of the project. The applicant will construct the Santa Ana River Trail as a 12’ wide path beginning at the northern terminus of Texas Street and connect to the existing trail within Israel Beal Park (immediately to the east). An additional connection to the trail is provided from the project’s northernmost cul-de-sac.

In addition to the park, the project includes five lettered landscaped lots (Lots B through F). When combined, the five open space lots and the park total 2.9 acres, which exceeds the amount of open space required (24.8%). It should be noted that the project is also providing three acres of natural undeveloped open space at the northernmost portion of the site (adjacent to the Santa Ana River Wash area). This area does not count toward the project’s common open space requirement and is not included in calculations for the project’s allowable density.

The applicant is conditioned to provide Covenants, Conditions & Restrictions (CC&Rs) for the project that will include maintenance and ownership responsibilities for all the open space areas within the project. The applicant’s intent is that the open space will be owned and maintained by the Home Owner’s Association (HOA) of the project. The CC&Rs detailing the permanent HOA ownership and maintenance requirements will be recorded prior to Final Map recordation of Tract 20520.

C) Project Design

1. Proposed Architecture

All proposed homes are two stories high, and range in size from approximately 2,700 to 3,200 square feet in living area (with two and three car garages). Three floor plans and three different architectural styles are proposed. Architectural styles are Spanish, Cottage and Modern Seaside. Each style includes varied materials and finish treatments which will be provided on all four sides of each home. See Attachment E for the proposed floor plans and architectural elevations.

2. Landscaping

Front yard landscaping includes a variety of shrubs and groundcover as well as a tree on each parcel. Trees within the project included Ginko Biloba trees for font yards, and Englemann Oaks and Rosy Trumpet trees for street trees throughout the project. Front yard shrubs are inclusive of Magenta Rockrose, Autumn Sage and English Lavender as well as a number of other varieties of shrubs. Front yard shrubs will range in size from one gallon to 5 gallons. Within the common open space areas and the park, several types of deciduous trees including Chinese Flame, California Sycamore, Crape Myrtle and Desert Willow as well as open lawn areas are proposed.

The preliminary landscape plan includes a wall/fence plan for the subdivision (see Attachment F). As indicated on the wall plan, 5’6” tall slump stone block walls are proposed throughout the project, between individual residential lots and surrounding the residential portions of the project.

D) Street Vacation

The applicant is requesting to vacate a one-foot wide portion of the Texas Street right-of-way. This strip of roadway is one foot in width and approximately 965 feet in length, located on the east side of Texas Street, approximately 400 feet north of Domestic Avenue along the property frontage of the Project (Attachment G).

California Government Code Section 65402(a) requires that prior to considering a vacation or abandonment of any public right-of-way, the planning agency (i.e., Planning Commission) shall review the matter and render a determination as to the proposal's conformity with the City's General Plan.

On August 8, 2023, the Planning Commission found that the requested Street Vacation is consistent with the 2034 General Plan and subsequently, the City Council adopted Resolution No. 8511 declaring the City Council's intention to vacate the excess street right-of-way.

The 2035 General Plan's "Connected City" chapter indicates Texas Street as a Collector on "Figure 5-5: Roadway Classifications." Collector Streets are designed with a right-of-way width of 64' (32' on each half of the roadway centerline). Currently, dedicated right-of-way exists adjacent to the project that is 66' wide with a 33' half width. The applicant is requesting to vacate a one-foot portion of the right-of-way, which would bring the roadway to the standard that exists in the General Plan and allow the applicant to include the vacated area within the project.

E) Socio-Economic Cost/Benefit Study

In accordance with the Principles of Managed Development in the General Plan, a Socio-Economic Cost/Benefit Study (Attachment H) was prepared for the proposed project. According to the Cost/Benefit Model, the project is expected to generate a revenue/cost ratio of +2.26. According to the Cost/Benefit Model used by the City, this project will provide the City with approximately $60,914 in annual revenue and costs of $26,934 resulting in a positive balance of $33,979 annually (Cost/Benefit Ratio of +2.26) over the period of 2024-2033.

ENVIRONMENTAL REVIEW:

The City retained a qualified consultant to prepare an Initial Study and Mitigated Negative Declaration (IS/MND) as required by the California Environmental Quality Act (CEQA). The IS/MND and Mitigation Monitoring & Reporting Program contain a total of 14 mitigation measures that have been recommended to reduce potential impacts associated with Biological Resources, Cultural Resources, Geology & Soils, Hydrology, Noise, and Tribal Cultural Resources. After mitigation, there are no potentially significant environmental effects as a result of the proposed project.

The IS/MND was circulated for public review from April 21, 2023, to May 22, 2023. During the review period, a total of two comments were received (one from San Bernardino Valley Water Conservation District and one from Redlands Shooting Park). Comment topics included areas of concern related to issues such as Biological Resources and Noise. The Final IS/MND document (Attachment I) includes copies of the comment letters received, responses to all comments, an Errata section, and a complete copy of the circulated IS/MND.

ALTERNATIVES:

1. The City Council may continue the public hearing and direct staff to address any issues or bring back additional information; or

2.The City Council may continue the public hearing and direct staff to prepare findings for denial of the project.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Sean Reilly, Principal Planner

Attachments

Attachment A: Planning Commission Staff Report
Attachment B: Location Map and Aerial Photograph
Attachment C: Tentative Tract Map No. 20520
Attachment D-1: General Plan Map
Attachment D-2: General Plan Consistency Table
Attachment E: Architecture and Elevations
Attachment F: Landscape Plans
Attachment G: Street Vacation Exhibit
Attachment H: Socio-Economic Cost/Benefit Study
Attachment I: Final IS/MND
Attachment J-1: City Council Resolution No. 8516
Attachment J-2: Land Use Engineering Conditions of Approval
Attachment K-1 Resolution No. 8517 (Street Vacation)
Attachment K-2: Exhibit A - Legal Description

City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 5. A.**

Meeting Date: 08/08/2023

APPLICANT:

TTLC Redlands Texas St, LLC
(PROJECT PLANNER: SEAN REILLY, PRINCIPAL PLANNER)

PUBLIC HEARING for the consideration of a recommendation to the City Council on the development applications described below. The project site is located on the east side of Texas Street approximately 500 feet north of Domestic Avenue (APN: 0167-041-01-0000) in the Agriculture (A-1) District.

1. Consideration of a **Mitigated Negative Declaration** prepared for the project in accordance with Section 15074 of the California Environmental Quality Act

2. Consideration of a Socio-Economic Cost/Benefit Study prepared for the proposed project in accordance with Measure U.

3. **Conditional Use Permit No. 1167** – A request for a Planned Residential Development (PRD) in accordance with RMC Chapter 18.144 on approximately 14.69 gross acres consisting of 35 single-family residential lots, six open space lettered lots, and on-site recreational amenities for residents.

4. **Tentative Tract Map No. 20520** – A request 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.

5. **Street Vacation No. 193** – A request to vacate a portion of Texas Street right-of-way that is one foot (1’0”) in width and approximately 960 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 960 feet to the north.

SYNOPSIS

1. General Plan Designation:	Very Low Density Residential (0-2.7 dwelling units per acre)
2. Existing Zoning:	Agriculture (A-1)
3. Surrounding Zoning:	North: Open Space (O) South: Planned Residential Development- Residential Estate (PRD/R-E) East: Planned Residential Development- Residential Estate (PRD/R-E) West: East Valley Corridor Specific Plan Science Research Park (EV/SRP)
4. Existing Land Use:	The project site is currently vacant and has been previously used as a citrus grove.

5. Surrounding Land Use:	North: Santa Ana River Wash South: Single-Family Residential neighborhoods East: Israel Beal Park, Single Family Residential neighborhoods West: Parcels with agriculture (Citrus Grove) and Bergamot Specific Plan under construction further to the west; Citrus Valley High School campus to the southwest	
6. Area / Topography:	The majority of the 14.69-acre site is generally flat. There is a bluff area with a steep slope down toward the Santa Ana River Wash in the northern portion of the site.	
7. Environmental Determination:	A Mitigated Negative Declaration has been prepared for the project in accordance with Section 15074 of the CEQA Guidelines.	
8. Socio-Economic Cost / Benefit Study:	A Socio-Economic Cost/Benefit Study was prepared per the requirements of Measure 'U', and the project has a positive Cost/Benefit Ratio of +2.26	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	February 3, 2022 October 13, 2022 August 8, 2023

PROPOSAL

The applicant is proposing to subdivide a 14.69-acre parcel located on the east side of Texas Street approximately 500 feet north of Domestic Avenue (see Attachments A & B) to develop a subdivision as a Planned Residential Development (“PRD”). 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.

The residential development area of the project includes 35 residential lots with a minimum lot size of 7,200 square feet. Homes are all two-stories and range from approximately 2,700 to 3,200 square feet in living area. The majority of the residential development area is planned with homes fronting onto three streets that take access from Texas Street and end in cul-de-sacs. Two homes front onto Texas Street at the northern end of the project.

The largest portion of the project’s common open space area is located to the immediate north and northeast of the residential lots, where a 2.5-acre park is proposed that includes open play areas, a tot lot, the continuation of the Santa Ana River Trail (to be constructed by the applicant), and a water quality detention basin. The park sits on a bluff area overlooking the Santa Ana River Wash. Beyond the park area, the site slopes significantly down toward the Santa Ana River Wash to an area that will be preserved as undeveloped natural open space. The northernmost portion of the site (3.0 acres) will be avoided and will remain in its natural condition. Tentative Tract Map No. 20502 is included as Attachment B to this report.

BACKGROUND

Senate Bill 330 (Housing Crisis Act of 2019) became effective on January 1, 2020. Senate Bill 330 is intended to remove barriers for housing developments to alleviate the continued housing shortage crisis in California. It made many changes to the entitlement process for housing developments, including prohibiting jurisdictions from making decisions on housing projects based on subjective standards (not objective standards). It also “locks in” the development regulations that were adopted and in effect when the development application was deemed complete. Additionally, if there is an inconsistency between a site’s zoning and General Plan designation, a project must be allowed to develop at the allowable density of the General Plan even if that density is higher than what is allowed by the zoning.

The proposed project was submitted in February 2022 and deemed complete in October 2022. The project site’s zoning is Agriculture (A-1) which requires a minimum lot size of five (5.0) acres. The site’s General Plan designation is Very Low Density Residential which allows up to 2.7 units per acre. Based on the development standards of the A-1 zone, the project would not be able to achieve the maximum allowable density of 2.7 DU/acre that is allowed by the General Plan designation.

Senate Bill 330 requires the City to allow the applicant to utilize standards that will allow development of the site consistent with the allowable General Plan density. In this case, the applicant is requesting the Planned Residential Development – Estate Residential (PRD-RE) development standards to achieve the higher allowable density without the need for a Zone Change, and these development standards are similar to those that have been previously applied to surrounding single-family developments to the south and east.

Based upon the requirements of SB330, the project can be developed in a manner consistent with the Very Low Density Residential General Plan designation and the Planned Residential Development-Estate Residential (PRD-R-E) development standards to achieve the density allowed by the General Plan (2.7 units per acre).

ANALYSIS

A) General Plan Consistency

The General Plan land use designation for the project site is Very Low Density Residential and allows between 0 to 2.7 dwelling units per gross acre. The project site’s gross area is 14.69 acres. Based upon the allowable density of 2.7 units per gross acre, the project could potentially develop 39 units. The proposed density of 2.31 dwelling units per gross acre will be consistent with the type and density of development indicated on the 2035 General Plan Land Use Map (see Attachment C-1).

The proposed detached single-family residential design of the subdivision will implement several General Plan policies. See Attachment C-2 for a detailed list and analysis of the project’s consistency with the General Plan.

B) Tentative Tract Map & Planned Residential Development

The proposed Tentative Tract Map is designed as a Planned Residential Development (with a Conditional Use Permit required). Redlands Municipal Code (RMC) Chapter 18.144 contains development standards for a PRD such as density, open space, and site design. The code also outlines development standards that allow flexibility with respect to the underlying zoning district requirements for lot area, lot dimensions, and setbacks. The purpose of the PRD provisions is to provide for greater flexibility in the design of residential developments and the promotion of a more efficient, aesthetically pleasing, and desirable use of land. As detailed in RMC Section 18.192, PRDs are to be submitted and reviewed through the Conditional Use Permit process.

The Planning Commission reviews the proposed development to determine its conformity with the standards set forth in the city's General Plan, the regulations of the PRD Ordinance, and recognized principles of urban design, land use planning, circulation, and landscape architecture. With respect to this project, the Commission may recommend approval of the proposed plan and recommend conditions of approval regarding the layout, circulation, methods of operation, and maintenance of the proposed development. In addition, the Commission may recommend that appropriate and enforceable deed restrictions be filed with the County Recorder. The Commission may recommend disapproval of the plan if, in its opinion, the application does not comply with any of these criteria.

Table 1. TTM No. 20520: Compliance with Development Standards			
Development Standard	**Requirement**	**Provided**	**Complies (Yes/No)**
1. Density of Development	Not to exceed 3 dwelling units per acre (net)	3 D.U./ net acre	Yes
2. Lot Size	14,0000 square feet Min.	7,200 Min., 7,708 Avg.	Yes, requires City Council approval
3. Lot Dimensions:			
Width	100' Min.	60' Min.	Yes
Depth	120 Min.	100' Min.	Yes
4. Common Open Space	20% Min. (2.34 acres min.)	24.83% (2.9 ac.)	Yes
5. Private Outdoor Open Space	25' Min.	25' Min.	Yes
6. Setbacks:			
Front	25’ Min., 40’ Max.	25' Min., 33.5' Max.	Yes
Rear	25’	25'	Yes
Side	10’ on each side	10'	Yes
7. Lot Coverage	30% Max.	11.00%	Yes

1. Density of Development

While the project’s gross acreage is 14.69 acres, the net development area is 11.68 acres (due to avoidance of approximately three acres in the north part of the project site that is adjacent to the Santa Ana River Wash area). RMC Chapter 18.144 for PRD allows for a density of up to 3.0 dwelling units per “net” acre of development area in the Residential Estate (R-E) District. The maximum allowable number of units for the project based on this density is 35 dwelling units. The proposed density is 3.0 dwelling units per net acre (a total of 35 houses) and would be consistent with the density allowed by RMC Section 18.144.050.

2. Lot Sizes

RMC Chapter 18.144 for PRD allows a reduction in lot size subject to the approval of a Conditional Use Permit and a determination that the provisions of the PRD Ordinance are met.

"18.144.100: LOT AREA: Individual lot areas may be reduced below the minimum standard required for the zone upon the finding by the city council that the provisions of this chapter are satisfied. Individual lots shall comply with all required setbacks, yard areas and private outdoor

living areas required by the zone.″

The minimum lot size requirement for the R-E zoning district is 14,000 square feet. The lot sizes proposed by the applicant range in size from 7,200 square-feet up to 10,755 square-feet (Lot 15). The average lot size is 7,708 square-feet (total residential lot area is 269,770 sq. ft. / 35 lots = 7,707.7 sq. ft. average). Based upon Section 18.144.100 included above, the reduced lot size may be approved provided that the City Council finds that the project complies with the applicable standards. The discussion below details the project's ability to meet the applicable development standards.

3. Lot Dimensions

The lot dimensions for the R-E District require a minimum of 100 feet in width and 120 feet in depth. The typical lot within the proposed project is 60 feet with and 120 feet deep although there are minor variations.

Section 18.144.110 states that lot widths and depths may be reduced below the standard of the district. Except for six lots, all lots exceed 120' in depth. These lots are located at the bulb ends of the cul-de-sacs on the east side of the project where a reduction in lot depth is necessary to accommodate the cul-de-sac. These lots all maintain an average depth of over 100'.

Regarding lot widths, Section 18.144.110 states that to preserve and maintain the quality of the zone and surrounding neighborhoods, all lots abutting a dedicated public street shall have a lot width not less than the minimum required for the zone. The project does not include any residential lots abutting a dedicated public street. The project has been designed with open space lots abutting Texas Street and the applicant is proposing reduced lot widths with (minimum 60' wide) which are similar to the existing homes to the south and southeast of the project. If the Planning Commission determines that these reduction is appropriate, this reduction may be approved.

4. Common Open Space

Projects processed under the PRD Ordinance are required to provide open space. There are three ways that a project can comply with the Common Open Space requirement, and the one provision applicable to this project (properties having under 15% slope) states the following:

> "Not less than twenty percent (20%) of the gross land area shall be developed in common, landscaped, recreational open space. Such open space shall contain a minimum dimension of fifty feet (50'), and be accessible to each lot through a system of public or private walkways. Open space areas may include swimming pools, putting greens, court games, and other recreational leisure facilities."

The net developable area of the site is 11.68 acres and the project is required to provide 20% (2.34 acres) of this area as common open space. The largest portion of the project's common open space is Lot A, which is 2.53 acres and exceeds the common open space requirement. This area is designed as a park for active and passive recreational uses. The park area will be unfenced and accessible to the residents of the project as well as the public. It contains an open play area, a tot lot, and a new portion of the Santa Ana River Trail will also pass through this area of the project. The applicant will construct the Santa Ana River Trail as a 12' wide path beginning at the northern terminus of Texas Street and connect to the existing trail within Israel Beal Park (immediately to the east). An additional connection to the trail is provided from the project's northernmost cul-de-sac. The project's detention basin is located within Lot A. As proposed, the basin has side slopes that are approximately ten feet long and have a slope of 3:1 ratio (three feet of horizontal distance for every one foot of vertical decline).

In addition to the park, the project includes five lettered landscaped lots (Lots B through F). When combined, the five open space lots and the park total 2.9 acres, which exceeds the amount of open space required (24.8%). It should be noted that the project is also providing three acres of natural

undeveloped open space at the northernmost portion of the site (adjacent to the Santa Ana River Wash area). This area does not count toward the project's common open space requirement and is not included in calculations for the project's allowable density.

The applicant is conditioned to provide Covenants, Conditions & Restrictions (CC&Rs) for the project that will include maintenance and ownership responsibilities for all the open space areas within the project. The applicant's intent is that the open space will be owned and maintained by the Home Owner's Association (HOA) of the project. The CC&Rs detailing the permanent HOA ownership and maintenance requirements will be recorded prior to Final Map recordation of Tract 20520.

5. Private Outdoor Living Space

The PRD Ordinance requires each lot to have a private outdoor living area with minimum dimensions of twenty-five feet (25') located to the rear of the front setback line. The open space area may not contain any detached accessory building or be used for off street parking of motor vehicles. The project complies with this requirement and private open space areas are shown on Attachment D.

6. Yards & Setbacks

Front Yard Setbacks: RMC Section 18.144.150 requires the minimum front yard provisions for the zone in which the site is located (R-E) to apply to all lots. The R-E zone requires a minimum front yard setback of 25' and a maximum setback of 40'. As proposed, all lots meet the front yard setback requirements.

Side Yard Setbacks: RMC Section 18. 144. 160 requires PRDs to utilize the side yard provisions of the zone in which the site is located. The R-E zone requires a minimum 10' side yard on both sides of the structure. As proposed, all lots meet the side yard setback requirements.

Rear Yard Setbacks: RMC Section 18.144.170 requires PRDs to utilize the rear yard provisions of the zone in which the site is located. The R-E zone requires a minimum 25' rear yard setback. As proposed, all lots meet the rear yard setback requirements.

D) Project Design

1. Proposed Grading

Approximately 200 feet south of the project's northern property line, there is a steep slope down from the majority of the project site (i.e., developable area) into a lower area that abuts the Santa Ana River Wash. The slope of the bluff area is steep, dropping approximately 30' over a 74-foot distance (or 40% slope). The project does not propose to develop or grade the northern portion of the project site.

Along the upper portion of the site (developable area), there is a gradual slope downward from the southeast corner of the site to the northwest corner near the existing terminus of Texas Street. From high point to low point, within the project's upper area, there is a drop of approximately 19 feet over an approximate 1,100-foot distance (or approximately 2% slope). All development is contained within the flatter upper portion of the site.

RMC Section 18.144.280 includes grading restrictions, and the intent of this section is to limit grading so that the proposed PRD will minimize grading. Where grading is found necessary to improve the overall development of the site, all cut and fill slopes shall not exceed three to one (3:1), or three (3) feet horizontal to one foot vertical dimension.

Within the PRD area of Tentative Tract 20520, private residential lots will contain slopes ranging up to 3:1 (three feet horizontal to one-foot vertical). These are typically rear yard slopes that step-down approximately 3'0" as the site slopes toward the Santa Ana River Wash. Within the project's open space areas, slopes are minimized to be 3:1 or less throughout the active open space area and the basin area.

2. Proposed Architecture

All of the homes proposed for the project are two-story and range in size from approximately 2,700 to 3,200 square feet in living area (with two and three car garages). Three floor plans and three different architectural styles are proposed. Architectural styles are Spanish, Cottage and Modern Seaside. Each style includes varied materials and finish treatments which will be provided on all four sides of each home. See Attachment E for the proposed floor plans and architectural elevations.

3. Landscaping

Front yard landscaping includes a variety of shrubs and groundcover as well as a tree on each parcel. Trees within the project included Ginko Biloba trees for font yards, and Englemann Oaks and Rosy Trumpet trees for street trees throughout the project. Front yard shrubs are inclusive of Magenta Rockrose, Autumn Sage and English Lavender as well as a number of other varieties of shrubs. Front yard shrubs will range in size from one gallon to 5 gallons. Within the common open space areas and the park, several types of deciduous trees including Chinese Flame, California Sycamore, Crape Myrtle and Desert Willow as well as open lawn areas are proposed.

The preliminary landscape plan includes a wall/fence plan for the subdivision (see Attachment F). As indicated on the wall plan, 5'6" tall slump stone block walls are proposed throughout the project, between individual residential lots and surrounding the residential portions of the project.

E) Street Vacation – General Plan Conformity

California Government Code Section 65402(a) requires that prior to considering a vacation or abandonment of any public right-of-way, the planning agency (i.e., Planning Commission) shall review the matter and render a determination as to the proposal's conformity with the City's General Plan.

The applicant is requesting to vacate a one-foot wide portion of the Texas Street right-of-way. The 2035 General Plan's "Connected City" chapter indicates Texas Street as a Collector on "Figure 5-5: Roadway Classifications." Collector Streets are designed with a right-of-way width of 64' (32' on each half of the roadway centerline). Currently, dedicated right-of-way exists adjacent to the project that is 66' wide with a 33' half width. The applicant is requesting to vacate a one-foot portion of the right-of-way, which would bring the roadway to the standard that exists in the General Plan and allow the applicant to include the vacated area withing the project.

In addition, the proposal will be consistent with the following General Plan policy:

> *Action 5-A.39*: Allow the City Engineer to adjust road standards where needed, based on actual conditions on the ground such as right-of-way availability, traffic volumes, and adjoining land uses.

The proposed Street Vacation would not result in a negative impact on the traffic-carrying capacity of Texas Street, since the area proposed to be vacated has been determined to be excess right-of-way by the City Engineer.

F) Socio-Economic Cost/Benefit Study

In accordance with the Principles of Managed Development in the General Plan, a Socio-Economic Cost/Benefit Study (Attachment G) was prepared for the proposed project. According to the Cost/Benefit Model, the project is expected to generate a revenue/cost ratio of +2.26. According to the Cost/Benefit Model used by the City, this project will provide the City with approximately $60,914 in annual revenue and costs of $26,934 resulting in a positive balance of $33,979 annually (Cost/Benefit Ratio of +2.26) over the period of 2024-2033.

In terms of planned infrastructure improvements, the data provided by the applicant's engineer indicates the project will construct the following public improvements:

- 13 new public street lights;
- 2,112 linear feet of public roadway;
- 1,350 ft of storm drain; and,
- 15,500 square-feet of parkway (landscape) areas.

The developer will also be required to construct a sewer line to the nearest point of connection in Texas Street to serve their project (which would be located to the south where the future Bergamot Specific Plan residential development is to construct its sewer improvements in future Street "N"). The developer may also propose an alternative method of sewer connection in accordance with Condition No. B-12 in the Land Use Engineering conditions (see Attachment I-2). This project will not be permitted to construct septic systems in lieu of a sewer connection. The developer will also be required to pay all applicable Development Impact Fees (DIF) prior to permit issuance for their project's proportionate share of costs.

ENVIRONMENTAL REVIEW

The City retained a qualified consultant to prepare an Initial Study and Mitigated Negative Declaration (IS/MND) as required by the California Environmental Quality Act (CEQA). The IS/MND and Mitigation Monitoring & Reporting Program contain a total of 14 mitigation measures that have been recommended to reduce potential impacts associated with Biological Resources, Cultural Resources, Geology & Soils, Hydrology, Noise, and Tribal Cultural Resources. After mitigation, there are no potentially significant environmental effects as a result of the proposed project.

The IS/MND was circulated for public review from April 21, 2023, to May 22, 2023. During the review period, a total of two comments were received (one from San Bernardino Valley Water Conservation District and one from Redlands Shooting Park). Comment topics included areas of concern related to issues such as Biological Resources and Noise. The Final IS/MND document (Attachment H) includes copies of the comment letters received, responses to all comments, an Errata section, and a complete copy of the circulated IS/MND.

FINDINGS

Each of the entitlements for the proposed project has specific findings, which are established by the Redlands Municipal Code, and are required to be made by Planning Commission before the Commission can recommend approval for the requested entitlements for the project. A complete list of findings is included in the Planning Commission Resolution (see Attachment I-1).

RECOMMENDATIONS

Based on the above analysis and the findings in this staff report, staff recommends that the Planning Commission recommend approval to the City Council for the proposed subdivision, Planned Residential Development, Street Vacation, and including adoption of the Mitigated Negative Declaration.

MOTIONS

If the Planning Commission deems it appropriate for a recommendation for approval, the following motions are provided:

"I move that the Planning Commission adopt Resolution No. 1628 recommending that the City Council:

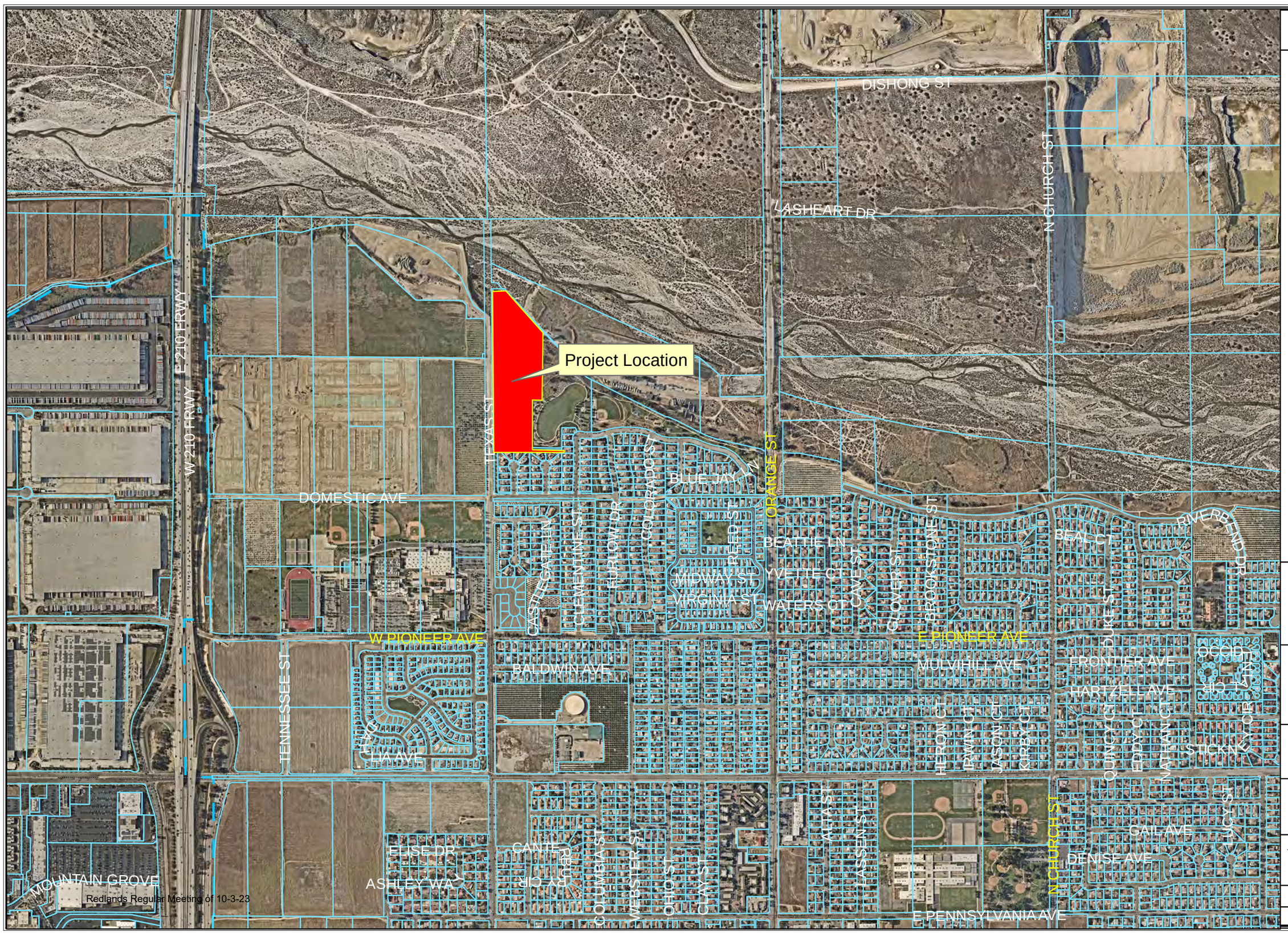
- Adopt the Mitigated Negative Declaration for the proposed project and related Mitigation Monitoring/Reporting Program prepared in accordance with the California Environmental Quality

Act Guidelines;

- Adopt the Socio-Economic Cost/Benefit Study prepared for the project;
- Approve Street Vacation No. 193;
- Approve Tentative Tract Map No. 20520; and,
- Approve Conditional Use Permit No. 1167 for a Planned Residential Development, subject to the attached Conditions of Approval."

Attachments

Attachment A: Location Map and Aerial Photograph
Attachment B: Tentative Tract Map No. 20520
Attachment C-1: General Plan Map
Attachment C-2: General Plan Consistency
Attachment D: Plot Plan and Private Open Space
Attachment E: Architecture and Elevations
Attachment F: Landscape Plans
Attachment G: Socio-Economic Cost/Benefit Study
Attachment H-1: Initial Study/Mitigated Negative Declaration
Attachment H-2: Mitigation Monitoring & Reporting Program
Attachment H-3: Public Comments, Response to Comments, and Errata
Attachment I-1: Resolution No. 1628
Attachment I-2: Land Use Engineering Conditions of Approval



This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N
W E
S

Scale
0 660 1,320
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

July 24, 2023

OneStop.mxd



This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N
W E
S

Scale
0 160 320
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

July 24, 2023

OneStop.mxd

TENTATIVE TRACT MAP NO. 20520
FOR SINGLE FAMILY RESIDENTIAL PURPOSES

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

PLAN CONTROL - SUBMITTAL #4

LEGAL DESCRIPTION

THE FOLLOWING LEGAL DESCRIPTION IS PER A PRELIMINARY TITLE REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY, ORDER NO. OSA-6590185 DATED MAY 3, 2021 AT 7:30 A.M.

REAL PROPERTY IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED FEBRUARY 19, 1869, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 15, 452.5 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 660 FEET ALONG THE WEST LINE OF SAID SECTION 15; THENCE EAST 670.5 FEET, MORE OR LESS, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 15 TO THE WEST BOUNDARY LINE OF THE PROPERTY DESCRIBED IN DEED TO FREDERICK ARTH RECORDED FEBRUARY 26, 1908 IN BOOK 409 OF DEEDS, PAGE 352, RECORDS OF SAID COUNTY; THENCE SOUTH 660 FEET, PARALLEL WITH THE WEST LINE OF SAID SECTION 15; THENCE WEST 670.6 FEET, MORE OR LESS TO THE WEST LINE OF SAID SECTION 15, PARALLEL WITH AND 452.5 FEET DISTANT FROM THE SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15 TO THE POINT OF BEGINNING.

ALSO BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 15, 1112.5 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 THEREOF; THENCE EAST 670.6 FEET, MORE OR LESS, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 15 TO THE WEST BOUNDARY LINE OF THE PROPERTY DESCRIBED IN DEED TO FREDERICK ARTH RECORDED FEBRUARY 25, 1908 IN BOOK 409 OF DEEDS, PAGE 352, RECORDS OF SAID COUNTY; THENCE NORTH 245.3 FEET, PARALLEL WITH THE WEST LINE OF SAID SECTION 15; THENCE NORTH 42 DEG. 36' WEST TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE WEST TO THE WEST LINE OF SAID SECTION 15; THENCE SOUTH 857.5 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID SECTION 15 TO THE POINT OF BEGINNING.

EXCEPTING THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT A POINT IN THE WEST BOUNDARY LINE OF THE PROPERTY DESCRIBED IN DEED TO FREDERICK ARTH RECORDED FEBRUARY 25, 1908 IN BOOK 409 OF DEEDS, PAGE 352, RECORDS OF SAID COUNTY; 469 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 89 DEG. 25' WEST, 294.5 FEET; THENCE NORTH 0 DEG. 20' EAST, 470 FEET; THENCE SOUTH 89 DEG. 25' EAST, 84.3 FEET; THENCE SOUTH 1 DEG. 35' WEST, 27 FEET; THENCE SOUTH 89 DEG. 25' EAST, 208.1 FEET; THENCE SOUTH 443 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT A POINT IN THE WEST BOUNDARY LINE OF THE PROPERTY DESCRIBED IN DEED TO FREDERICK ARTH RECORDED FEBRUARY 25, 1908 IN BOOK 409 OF DEEDS, PAGE 352, RECORDS OF SAID COUNTY; 912 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 15; THENCE NORTH 446.8 FEET; THENCE NORTH 42 DEG. 36' WEST, 280.86 FEET; THENCE SOUTH 1 DEG. 35' WEST, 650.64 FEET; THENCE SOUTH 89 DEG. 25' EAST, 208.1 FEET TO THE POINT OF BEGINNING.

APN: 0167-041-01-0-000

STATEMENT OF PROVISIONS

ALL STREETS ARE TO BE DEDICATED AS PUBLIC AND ALL PAVEMENT AND STRUCTURES WITHIN THE STREET RIGHT OF WAY TO BE MAINTAINED BY THE CITY OF REDLANDS, FRONT AND REAR YARDS TO BE OWNED AND MAINTAINED BY THE HOMEOWNER, LETTERED LOTS ALONG TEXAS AND THE ACTIVE OPEN SPACE (PARK) TO BE OWNED AND MAINTAINED BY THE HOA

BENCHMARK

THE BENCHMARK FOR THIS SURVEY IS CONTINUOUS OPERATING REFERENCE STATION "P612", ELEVATION 1852.96' (NAVD88)

THIS IS A CONTINUOUS GPS STATION AND IS PART OF THE CALIFORNIA SPATIAL REFERENCE CENTER SURVEY COMPUTED 11-11-17 FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. VERTICAL DATUM IS TO THE GEODETIC REFERENCE POINT (GRP). THE ANTENNA IS A TRIMBLE TRM 59800-80 WITH SCIT DOME. TRUE VERTICAL ANTENNA HEIGHT IS FROM THE GEODETIC REFERENCE POINT TO THE BOTTOM OF THE ANTENNA PRE-AMP (BPA) AND IS 0.027 FEET.

NOTES:

1) FOR SECTIONS AND TYPICAL STREET INTERSECTIONS SEE SHEET 2
2) SEE LANDSCAPE PLANS FOR WALL AND FENCE TYPE/LOCATIONS

EXISTING EASEMENTS

(A) 2' SOUTHERN CALIFORNIA EDISON EASEMENT (TO BE VACATED)

(B) EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED GRANT OF THE PARK MAINTENANCE EASEMENT RECORD APRIL 21, 2015 AS INSTRUMENT NO. 2015-0153108 OF OFFICIAL RECORDS.

(C) AN EASEMENT FOR WATER PIPE LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED IN BOOK 465 OF DEEDS, PAGES 310 AND 311. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

PROPOSED EASEMENTS

(1) PUBLIC UTILITY AND ACCESS OVER LOT A

UTILITIES AND SERVICES

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT	(909) 798-7516
CITY OF REDLANDS FIRE DEPARTMENT	(909) 798-7602
SOUTHERN CALIFORNIA EDISON COMPANY	(800) 655-4555
SOUTHERN CALIFORNIA GAS COMPANY	(877) 238-0092
VERIZON	(877) 288-9473

REDLANDS UNIFIED SCHOOL DISTRICT:
- ELEMENTARY SCHOOL – KINGSBURY ELEMENTARY SCHOOL
- MIDDLE SCHOOL – CLEMENT MIDDLE SCHOOL
- HIGH SCHOOL – CITRUS VALLEY HIGH SCHOOL

NOTE: ALL STREETS ARE TO BE DEDICATED AS PUBLIC

SHEET INDEX

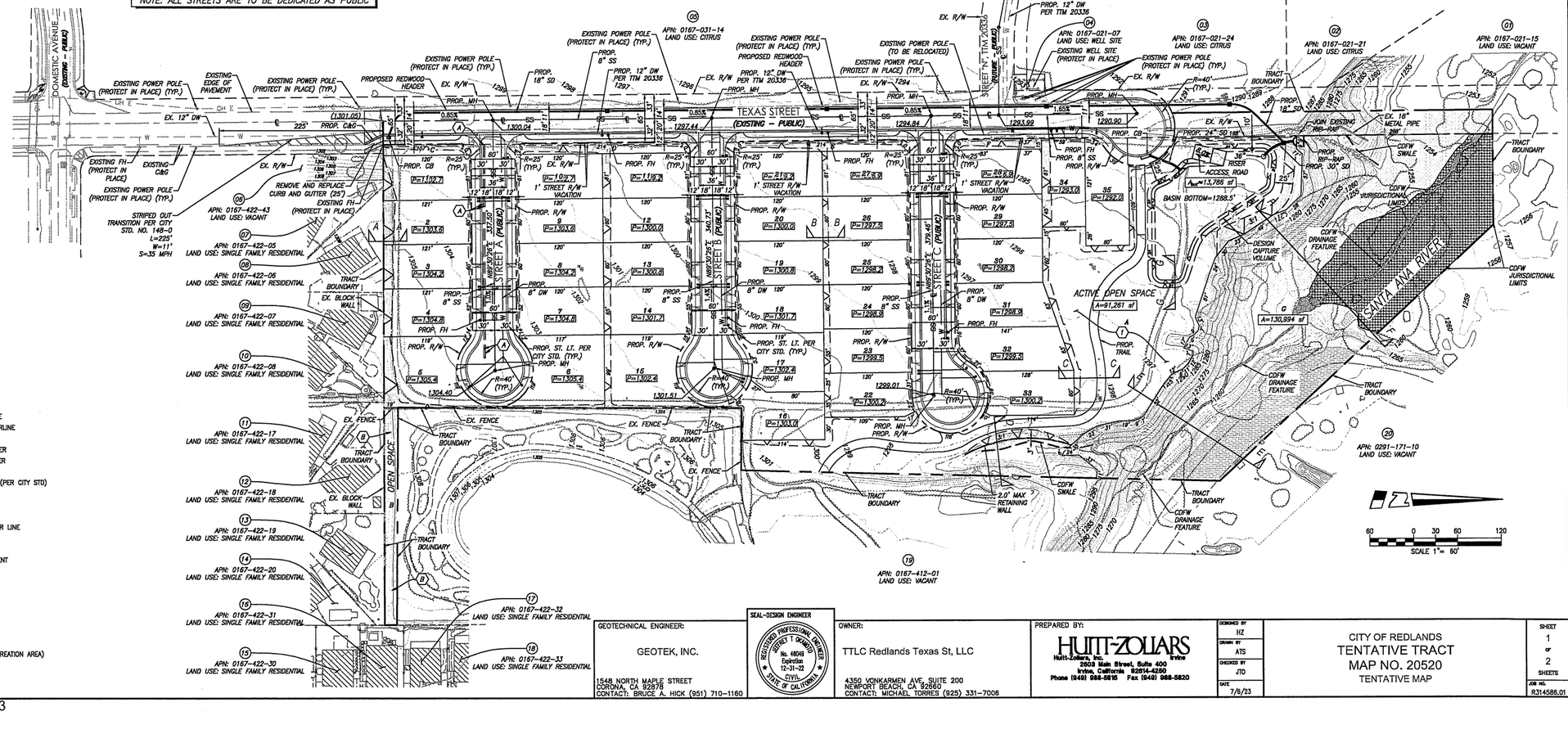
TITLE SHEET & TENTATIVE MAP	1
LOT SUMMARY TABLE, TYPICAL SECTIONS, AND DETAILS	2

DATA TABLE

- ASSESSORS PARCEL NUMBER(S): 0167-041-01
- FEMA FLOOD ZONE: ZONE X
- FEMA FLOOD MAP: 06071C8704H
- NUMBER OF LOTS (SFR): 35
- NUMBER OF OPEN SPACE LOTS: 6
- AVERAGE LOT SIZE (SFR): 7,708 SF
- MINIMUM LOT SIZE (SFR): 7,200 SF
- EXISTING SPECIFIC PLAN IDENTIFICATION: N/A
- TOTAL GROSS AREA: 14.69 AC
- DEVELOPMENT AREA: 11.69 AC
- OPEN SPACE REQUIRED (20%): 2.34 AC
- OPEN SPACE PROVIDED (LOTS A, B, C, D, E, & F): 2.77 AC (23.72% OF DEVELOPMENT AREA)
- LOT COVERAGE: 1.62 AC/14.69 AC = 11.00% OF GROSS AREA
- EXISTING LAND USE: AGRICULTURAL
- PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL
- EXISTING GENERAL PLAN DESIGNATION: VERY LOW DENSITY RESIDENTIAL (ALLOWS UP TO 2.7 DU/GROSS ACRE) 2.7 DU/AC x 14.69 GROSS AC = 39.7 DU ALLOWABLE PER GENERAL PLAN
- EXISTING ZONING DESIGNATION: AGRICULTURAL DISTRICT
- PROPOSED ZONING DESIGNATION: ESTATE RESIDENTIAL (R-E) PLANNED RESIDENTIAL DEVELOPMENT (PDR ALLOWS UP TO 3 DU/DEVELOPABLE ACRE) 3 DU/AC x 11.68 DEVELOPABLE AC=35 DU ALLOWABLE PER PRD



VICINITY MAP
NOT TO SCALE



LEGEND:

- TRACT BOUNDARY
- PROPOSED RIGHT OF WAY
- PROPOSED PROPERTY LINE
- PROPOSED STREET CENTERLINE
- EXISTING RIGHT OF WAY
- W — PROPOSED DOMESTIC WATER
- SS — PROPOSED SANITARY SEWER
- PROPOSED STORM DRAIN
- PROPOSED STREET LIGHT (PER CITY STD)
- W — EXISTING DOMESTIC WATER
- SS — EXISTING SANITARY SEWER
- ST — EXISTING STORM DRAIN
- OH E — EXISTING OVERHEAD POWER LINE
- LOT A — LOT NUMBER/LETTER
- P=1302.0 — PAD ELEVATION
- PROPOSED AC/AB PAVEMENT
- SLOPE (3:1 UNLESS NOTED OTHERWISE)
- WATERS OF THE STATE
- CDFW RAFSS HABITAT
- PASSIVE OPEN SPACE
- ACTIVE OPEN SPACE (RECREATION AREA)
- PROPOSED RIP RAP

GEOTECHNICAL ENGINEER:
GEOTEK, INC.
1548 NORTH MAPLE STREET
CORONA, CA 92878
CONTACT: BRUCE A. HICK (951) 710-1160

SEAL-DESIGN ENGINEER
REGISTERED PROFESSIONAL ENGINEER — JEFFREY T. OLDENBURG — No. 48048 — Expiration 12-31-22 — CIVIL — STATE OF CALIFORNIA

OWNER:
TTLC Redlands Texas St, LLC
4350 VONKARMEN AVE, SUITE 200
NEWPORT BEACH, CA 92660
CONTACT: MICHAEL TORRES (925) 331-7006

PREPARED BY:
HUITT-ZOLLARS Irvine
Huitt-Zollars, Inc.
2603 Main Street, Suite 400
Irvine, California 92614-4250
Phone (949) 988-5815 Fax (949) 988-5820

DESIGNED BY	HZ
DRAWN BY	ATS
CHECKED BY	JTO
DATE	7/6/23

CITY OF REDLANDS
TENTATIVE TRACT
MAP NO. 20520
TENTATIVE MAP

SHEET 1 OF 2 SHEETS
JOB NO. R314586.01

G:\R314586.01 - 35 Lots west of Texas Street in Redlands\10 CADD & BIM\10.13 Civil\Production\TTM\TM.dwg, Layout: TTM01, Jul 06 2023 5:04pm

PLAN CONTROL - SUBMITTAL #4

ADJACENT PROPERTY OWNERS

(01) APN: 0167-021-15
SAN BERNADINO COUNTY FLOOD CONTROL DISTRICT
ED: 07/15/1993

(02) APN: 0167-021-21
PANGAHAMO MATERIALS INC
ED: 07/12/1994

(03) APN: 0167-021-24
RAMIREZ, LAURA ANNE
ED: 07/10/2012

(04) APN: 0167-021-07
RAMIREZ, LAURA ANNE
ED: 07/10/2012
*WELL SITE

(05) APN: 0167-031-14
RAMIREZ, LAURA ANNE
ED: 07/10/2012

(06) APN: 0167-422-43
CITY OF REDLANDS
ED: 06/08/2017

(07) APN: 0167-422-05
YU, KUAI
ED: 10/01/2019

(08) APN: 0167-422-06
DO, KANG
ED: 10/22/2021

(09) APN: 0167-422-07
ZESATI, CAROL S
ED: 01/26/2021

(10) APN: 0167-422-08
HATCHETT, TERRY WILLIAM JR
ED: 10/01/2018

(11) APN: 0167-422-17
GAGE, ELISA
ED: 05/22/2019

(12) APN: 0167-422-18
RAMOS, MATTHEW AARON
ED: 12/11/2019

(13) APN: 0167-422-19
MOSER, DOUGLAS G
ED: 12/13/2017

(14) APN: 0167-422-20
BONDOC, JANN JAY
ED: 12/14/2017

(15) APN: 0167-422-30
SANTIAGO, YVONNE
ED: 07/14/2017

(16) APN: 0167-422-31
LENO, SONDRA LEE
ED: 08/08/2017

(17) APN: 0167-422-32
BONANOMI, BRUCE
ED: 07/24/2017

(18) APN: 0167-422-33
MANZANO, DESTINY
ED: 12/10/2020

(19) APN: 0167-412-01
CITY OF REDLANDS
ED: 06/08/2017

(20) APN: 0291-171-10
BEAR VALLEY MUTUAL WATER COMPANY
ED: 02/28/1973

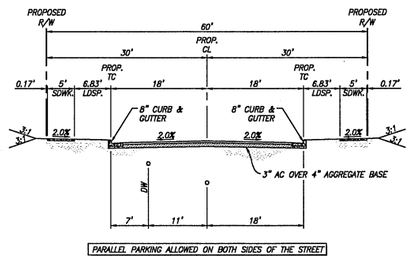
NUMBER LOT SUMMARY TABLE			
LOT	AREA (S.F.)	AREA (ACRE)	TYPE
1	7,348	0.17	SINGLE FAMILY RESIDENTIAL
2	7,248	0.17	SINGLE FAMILY RESIDENTIAL
3	7,270	0.17	SINGLE FAMILY RESIDENTIAL
4	7,888	0.18	SINGLE FAMILY RESIDENTIAL
5	10,568	0.24	SINGLE FAMILY RESIDENTIAL
6	10,617	0.24	SINGLE FAMILY RESIDENTIAL
7	7,788	0.18	SINGLE FAMILY RESIDENTIAL
8	7,200	0.17	SINGLE FAMILY RESIDENTIAL
9	7,200	0.17	SINGLE FAMILY RESIDENTIAL
10	7,320	0.17	SINGLE FAMILY RESIDENTIAL
11	7,320	0.17	SINGLE FAMILY RESIDENTIAL
12	7,200	0.17	SINGLE FAMILY RESIDENTIAL
13	7,200	0.17	SINGLE FAMILY RESIDENTIAL
14	7,795	0.18	SINGLE FAMILY RESIDENTIAL
15	10,755	0.25	SINGLE FAMILY RESIDENTIAL
16	7,815	0.18	SINGLE FAMILY RESIDENTIAL
17	8,089	0.19	SINGLE FAMILY RESIDENTIAL
18	7,795	0.18	SINGLE FAMILY RESIDENTIAL
19	7,200	0.17	SINGLE FAMILY RESIDENTIAL
20	7,200	0.17	SINGLE FAMILY RESIDENTIAL

NUMBER LOT SUMMARY TABLE			
LOT	AREA (S.F.)	AREA (ACRE)	TYPE
21	7,320	0.17	SINGLE FAMILY RESIDENTIAL
22	7,212	0.17	SINGLE FAMILY RESIDENTIAL
23	7,200	0.17	SINGLE FAMILY RESIDENTIAL
24	7,200	0.17	SINGLE FAMILY RESIDENTIAL
25	7,200	0.17	SINGLE FAMILY RESIDENTIAL
26	7,200	0.17	SINGLE FAMILY RESIDENTIAL
27	7,320	0.17	SINGLE FAMILY RESIDENTIAL
28	7,320	0.17	SINGLE FAMILY RESIDENTIAL
29	7,200	0.17	SINGLE FAMILY RESIDENTIAL
30	7,200	0.17	SINGLE FAMILY RESIDENTIAL
31	7,822	0.18	SINGLE FAMILY RESIDENTIAL
32	8,544	0.20	SINGLE FAMILY RESIDENTIAL
33	7,206	0.17	SINGLE FAMILY RESIDENTIAL
34	7,261	0.17	SINGLE FAMILY RESIDENTIAL
35	7,749	0.18	SINGLE FAMILY RESIDENTIAL

LETTER LOT SUMMARY TABLE			
LOT	AREA (S.F.)	AREA (ACRE)	TYPE
A	104,777	2.41	PERMANENT OPEN SPACE
B	5,268	0.12	PERMANENT OPEN SPACE
C	1,767	0.04	PERMANENT OPEN SPACE
D	3,527	0.08	PERMANENT OPEN SPACE
E	3,527	0.08	PERMANENT OPEN SPACE
F	1,764	0.04	PERMANENT OPEN SPACE
G	122,215	2.81	UNDEVELOPED

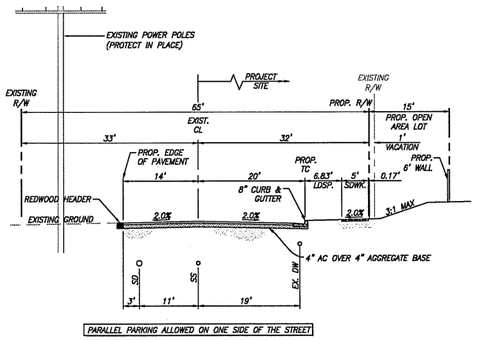
PUBLIC STREET DEDICATION SUMMARY TABLE			
LOT	AREA (S.F.)	AREA (ACRE)	TYPE
ROW	127,159	2.92	PUBLIC STREET

TOTAL SITE		
LOT	GROSS AREA (S.F.)	GROSS AREA (ACRE)
TOTAL	639,773	14.69



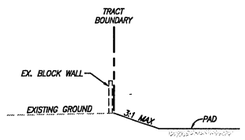
PARALLEL PARKING ALLOWED ON BOTH SIDES OF THE STREET

INTERIOR STREET
(PUBLIC STREET)
60' R/W LOCAL RESIDENTIAL PER CITY STANDARD 701-0
SCALE: 1"=10'

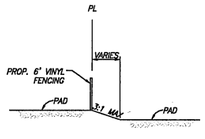


PARALLEL PARKING ALLOWED ON ONE SIDE OF THE STREET

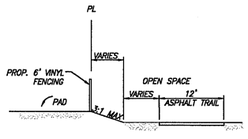
TEXAS STREET
(PUBLIC STREET)
66' R/W COLLECTOR - RESIDENTIAL PER CITY STANDARD 701-0
SCALE: 1"=10'



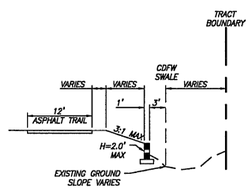
SECTION A-A
SCALE: 1"=10'



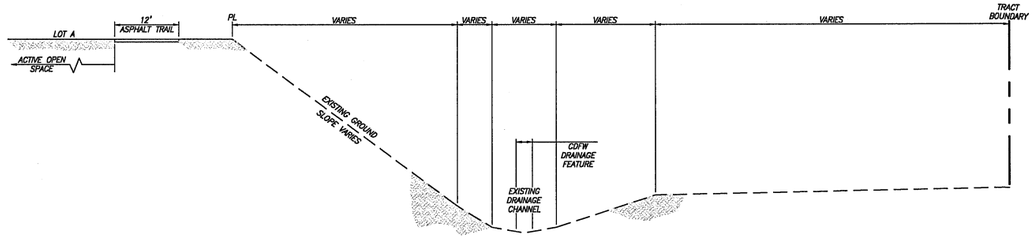
SECTION B-B
SCALE: 1"=10'



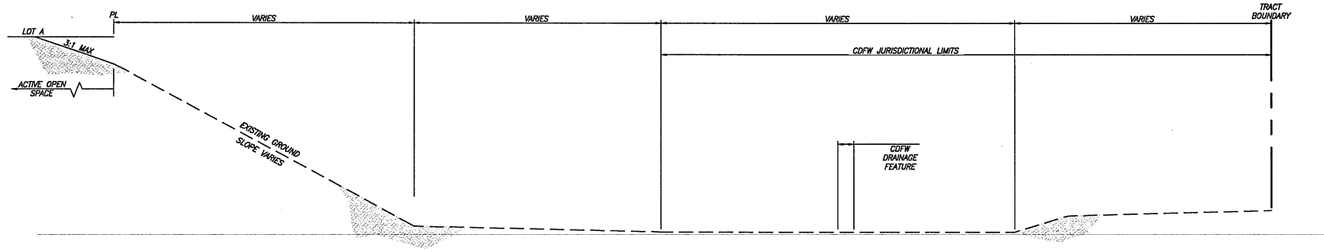
SECTION C-C
SCALE: 1"=10'



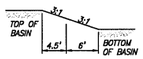
SECTION D-D
SCALE: 1"=10'



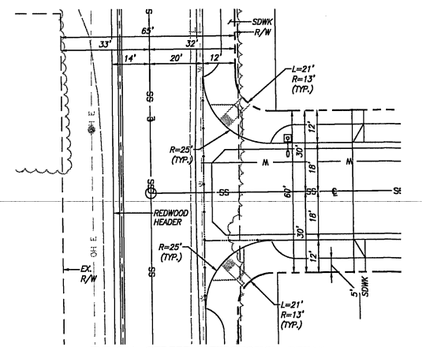
SECTION E-E
SCALE: 1"=20'



SECTION F-F
SCALE: 1"=20'

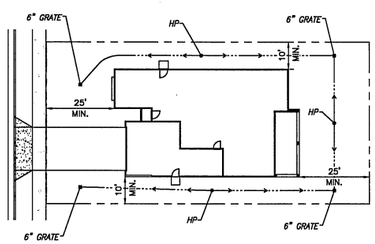


SECTION G-G
SCALE: 1"=10'



TYPICAL STREET INTERSECTION DETAIL
SCALE: 1"=20'

PRELIMINARY EARTHWORK				
	CUT (CY)	FILL (CY)	RAW NET	
RAW EARTHWORK	18,930	14,900	4,030	IMPORT
OVEREX (4' OVER SITE MINUS PARK AREA, minus 6" loss for clear and grub)	36,200	36,200		
OVEREX SHRINKAGE (15%) assumes overex in majority of shinkage		5,430		
SUBSIDENCE (0.2' OVER SITE)		2,000		
ROUGH GRADING EARTHWORK	55,130	58,530	3,400	IMPORT
SPOILS				
LOTS (50CY/LOT)	1,750			
STORM DRAIN	165			
SEWER	445			
WATER	130			
FINAL NET	57,620	58,530	910	IMPORT



TYPICAL LOT GRADING
SCALE: N.T.S.

SEAL-DESIGN ENGINEER
REGISTERED PROFESSIONAL ENGINEER
JEFFREY T. DRANSFIELD
No. 48049
Expiration 12-31-22
CIVIL
STATE OF CALIFORNIA

OWNER:
TTLC Redlands Texas St, LLC
4350 VONKARMEN AVE, SUITE 200
NEWPORT BEACH, CA 92660
CONTACT: MICHAEL TORRES (925) 331-7006

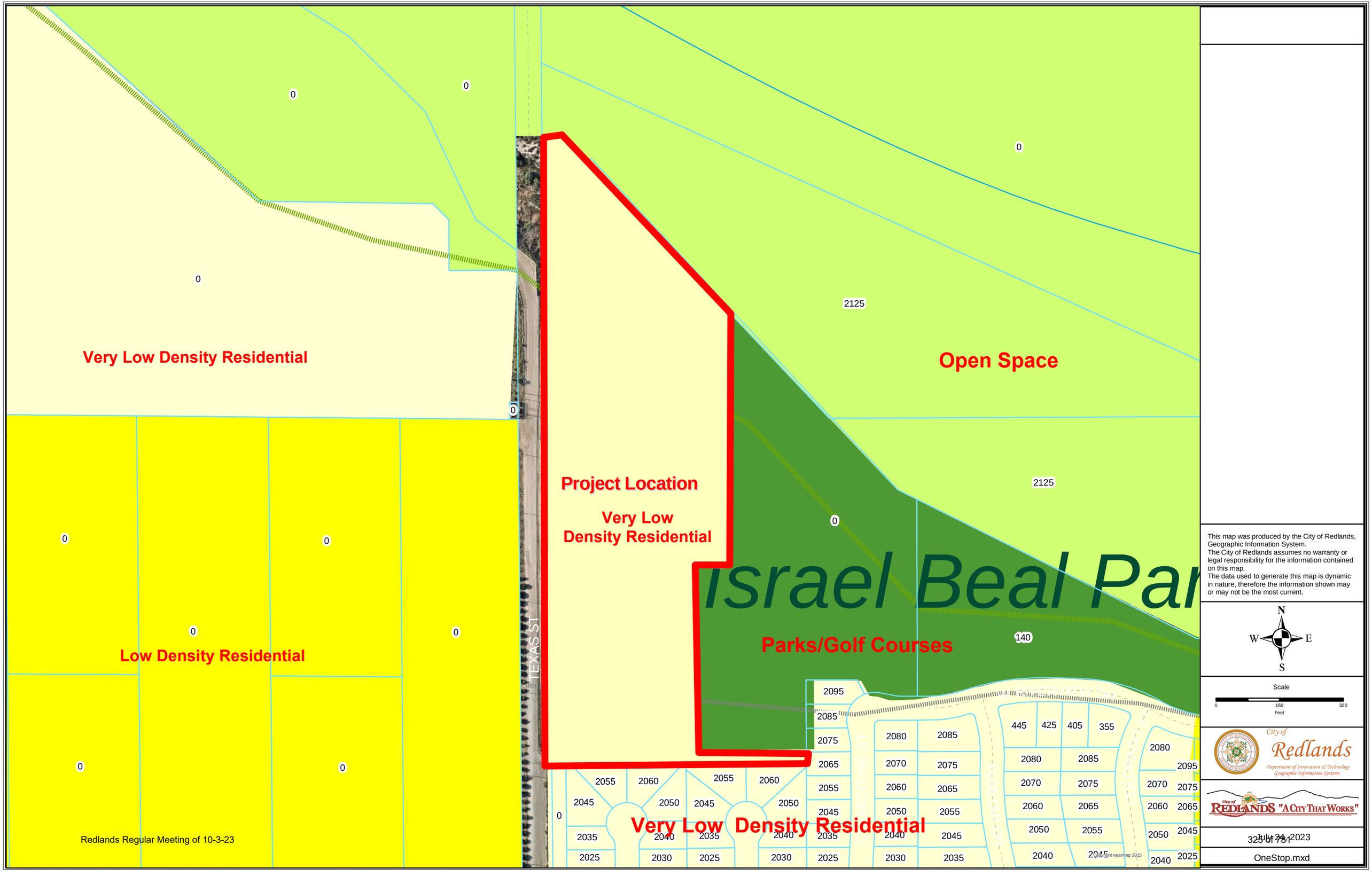
PREPARED BY:
HUITT-ZOLLARS
Huitt-Zollars, Inc.
2603 Main Street, Suite 400
Irvine, California 92614-4250
Phone (949) 988-5815 Fax (949) 988-5820

DESIGNED BY	HZ
DRAWN BY	ATS
CHECKED BY	JTO
DATE	7/6/23

CITY OF REDLANDS
TENTATIVE TRACT
MAP NO. 20520
TYPICAL SECTIONS AND DETAILS

SHEET	2
OF	2
SHEETS	
JOB NO.	R314586.01

G:\R314586.01 - 35 Lots east of Nevada Street in Redlands\10 CADD & BIM\10.13 Civil\Production\TTM\TTM.dwg, Layout: TTM02, Jul 06 2023 5:04pm



This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N
W E
S

Scale
0 160 320
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

July 24, 2023

OneStop.mxd

General Plan Consistency Table	
Policies primarily applicable to the proposed project include the following.	
4-P.1: Promote a balanced rate and distribution of development and uses pursuant to the standards identified in Measure U and compatible with the fabric of the existing community.	One of the policies of Measure U is to foster housing opportunities for a broad segment of the City's residents, while also maintaining a predominately single-family residential character. The addition of 35 single-family residences would provide needed housing opportunities and further aid in achieving that goal.
4-A.6: Provide for the extension of public services in a logical and functional manner to minimize impacts on service providers while focusing development in infill areas that can accommodate development in a timely manner.	The project is located in an area where existing services will be available directly adjacent to the site. This allows extension into the project in a functional manner with reduced impacts.
4-P.17: Limit negative impacts to residential neighborhoods from incompatible uses.	The project would result in the development of approximately 11.69 acres. The site is a logical extension of existing residential uses that are present and planned for the area. The development of single family homes within this area is consistent with this General Plan policy to avoid incompatible uses in residential neighborhoods.
4-A.8: Promote the development of a greater variety of housing types, including single-family homes on small lots, accessory dwelling units, townhomes, lofts, live-work spaces, and senior and student housing to meet the needs of future demographics and changing family sizes.	The proposed project design includes single family homes on lots that are reduced based upon the allowances in Section 18.144 of the Municipal Code. These homes meet the objective of providing a variety of housing types changing family sizes
4.40q: Plan for a housing mix at buildout consisting of 75 percent single family dwelling unit and 25 percent multi-family dwelling units.	Policy 4.40q is an implementation policy of Measure 'U' (incorporated into the General Plan) and targets the housing mix at build-out. The project will implement the policies of the General Plan's Housing Element and foster housing opportunities for a broad segment of the City's residents,

	while also maintaining a predominately single-family residential character. According to the Housing Element, the City currently has a mix of 73% single-family and 27% multiple-family. The addition of 35 single-family residences would provide needed housing opportunities and further aid in achieving that goal.
5-P.10: Require developers to construct or pay their fair share toward improvements for all travel modes consistent with the layered network.	The project will be required to construct improvements adjacent to the project site including additional sidewalk, curb and gutter repair and street lighting. These items improve travel for both pedestrians and motor vehicles.
5-A.14: Close the gaps in the sidewalk network where streets are built out but side-walks are not complete.	The proposed project will be required to complete sidewalk improvements along the Texas Street frontage. This will provide improved pedestrian connectivity where there currently is no sidewalk and an additional connection to the existing and future portions of the Santa Ana River Trail.
5-P.19: Enhance street lighting for pedestrians where current lighting is inadequate.	The proposed project will be required to install additional street lighting along the project frontages where there currently is no lighting. Lighting will be provided along the proposed Santa Ana River Trail extension in the form of decorative bollard lighting.

TEXAS

STREET 35

REDLANDS, CA

TTLC MANAGEMENT INC

09.21.2022

Kevin L. Crook **Architect** Inc #21111

PLANNING + ARCHITECTURE

A-1	Plan 1 (2727) - Front Elevations
A-2	Plan 1A (2727) - Floor Plans
A-3	Plan 1A (2727) - Spanish “A” Elevations
A-4	Plan 1A (2727) - Spanish “A” Enhanced Elevations
A-5	Plan 1B (2727) - Cottage “B” Elevations
A-6	Plan 1B (2727) - Cottage “B” Enhanced Elevations
A-7	Plan 1C (2727) - Modern Seaside “C” Elevations
A-8	Plan 1C (2727) - Modern Seaside “C” Enhanced Elevations
A-9	Plan 1 (2727) - Roof Plans
A-10	Plan 1X (2727) - Front Elevations
A-11	Plan 1AX (2727) - Floor Plans
A-12	Plan 1AX (2727) - Spanish “A” Elevations
A-13	Plan 1BX (2727) - Cottage “B” Elevations
A-14	Plan 1CX (2727) - Modern Seaside “C” Elevations
A-15	Plan 1X (2727) - Roof Plans
A-16	Plan 2 (3046) - Front Elevations
A-17	Plan 2A (3046) - Floor Plans
A-18	Plan 2A (3046) - Spanish “A” Elevations
A-19	Plan 2A (3046) - Spanish “A” Enhanced Elevations
A-20	Plan 2B (3046) - Cottage “B” Elevations
A-21	Plan 2B (3046) - Cottage “B” Enhanced Elevations
A-22	Plan 2C (3046) - Modern Seaside “C” Elevations
A-23	Plan 2C (3046) - Modern Seaside “C” Enhanced Elevations
A-24	Plan 2 (3046) - Roof Plans
A-25	Plan 3 (3180) - Front Elevations
A-26	Plan 3A (3180) - Floor Plans
A-27	Plan 3A (3180) - Spanish “A” Elevations
A-28	Plan 3A (3180) - Spanish “A” Enhanced Elevations
A-29	Plan 3B (3180) - Cottage “B” Elevations
A-30	Plan 3B (3180) - Cottage “B” Enhanced Elevations
A-31	Plan 3C (3180) - Modern Seaside “C” Elevations
A-32	Plan 3C (3180) - Modern Seaside “C” Enhanced Elevations
A-33	Plan 3 (3180) - Roof Plans
A-34	Written Color Schemes
A-35	Color Boards - Spanish “A”
A-36	Color Boards - Cottage “B”
A-37	Color Boards - Modern Seaside “C”
C-1	Conceptual House Plotting Exhibit
C-2	Tentative Tract Map, Tract Map
C-3	Tentative Tract Map, Typical Sections and Details
L-1	Conceptual Landscape Plan
L-2	Landscape Feature Diagram
L-3	Open Space Diagram
L-4	Landscape Calculations and Imagery
L-5	Planting Palette
L-6	Landscape Typical - Plan A
L-7	Landscape Typical - Plan B
L-8	Landscape Typical - Plan C

TTLC MANAGEMENT INC

Developer: TTLC Redlands Texas St, LLC
2942 Century Place Suite 121
Costa Mesa, Ca 92626

Contact: Gordon Jones
Email: gjones@thetruelifecompanies.com
Contact: Michael Torres
Email: mtorres@thetruelifecompanies.com

HUITT-ZOLLARS

Civil Engineer: Huitt-Zollars
2603 Main Street Suite 400
Irvine, Ca 92614

Contact: Jeff Okamoto
Email: Okamoto@Huitt-Zollars.com
Business: (949) 998-5815

rrm design group

Landscape Engineer: RRM Design Group
Camino Capristrano Suite 205
San Juan Capristano, Ca 92678

Contact: Scott Neiman
Business: (949) 361-7950

Kevin L. Crook Architect Inc
PLANNING + ARCHITECTURE

Architect: Kevin L. Crook Architect Inc.
1360 Reynolds Ave. Suite 110
Irvine, Ca 92614

Contact: Mike Barker
Email: mbarker@klcarch.com
Business: (949) 660-1591
www.klcarch.com



Ⓒ 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

"A" SPANISH

EXTERIOR LIGHTS



"A" SPANISH
MARTINSVILLE



"B" COTTAGE
YORKTOWN



"C" MODERN SEASIDE
SAUGANASH



Ⓒ 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

"B" COTTAGE



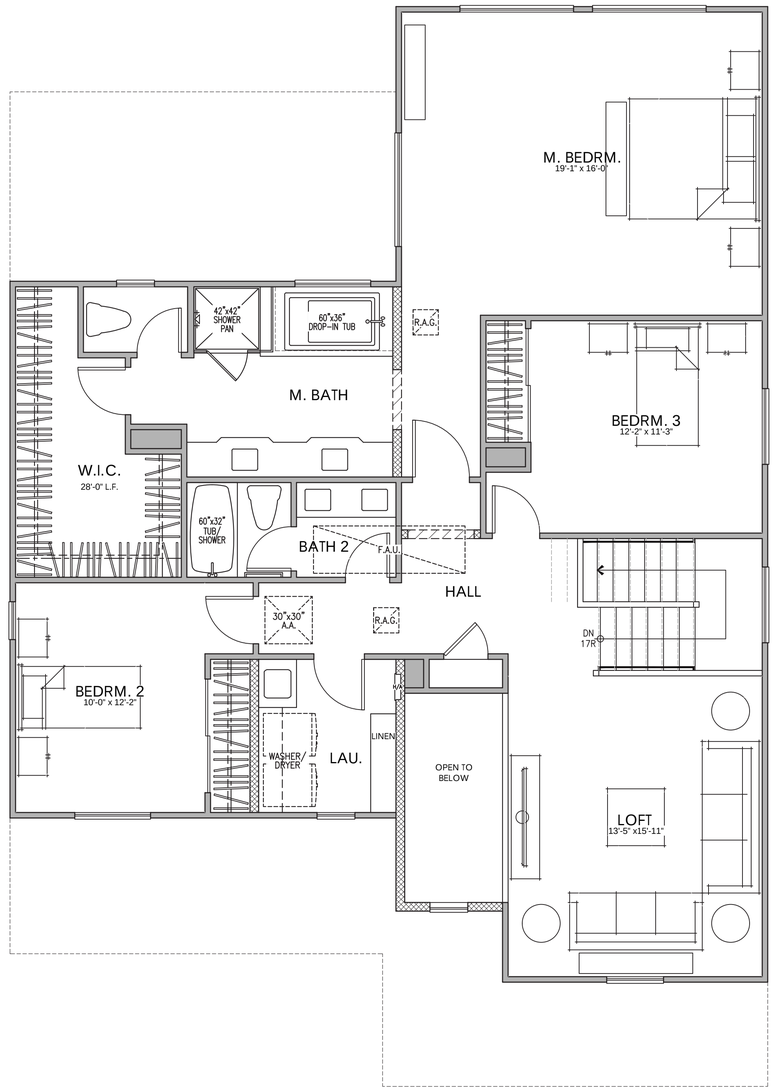
Ⓒ 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

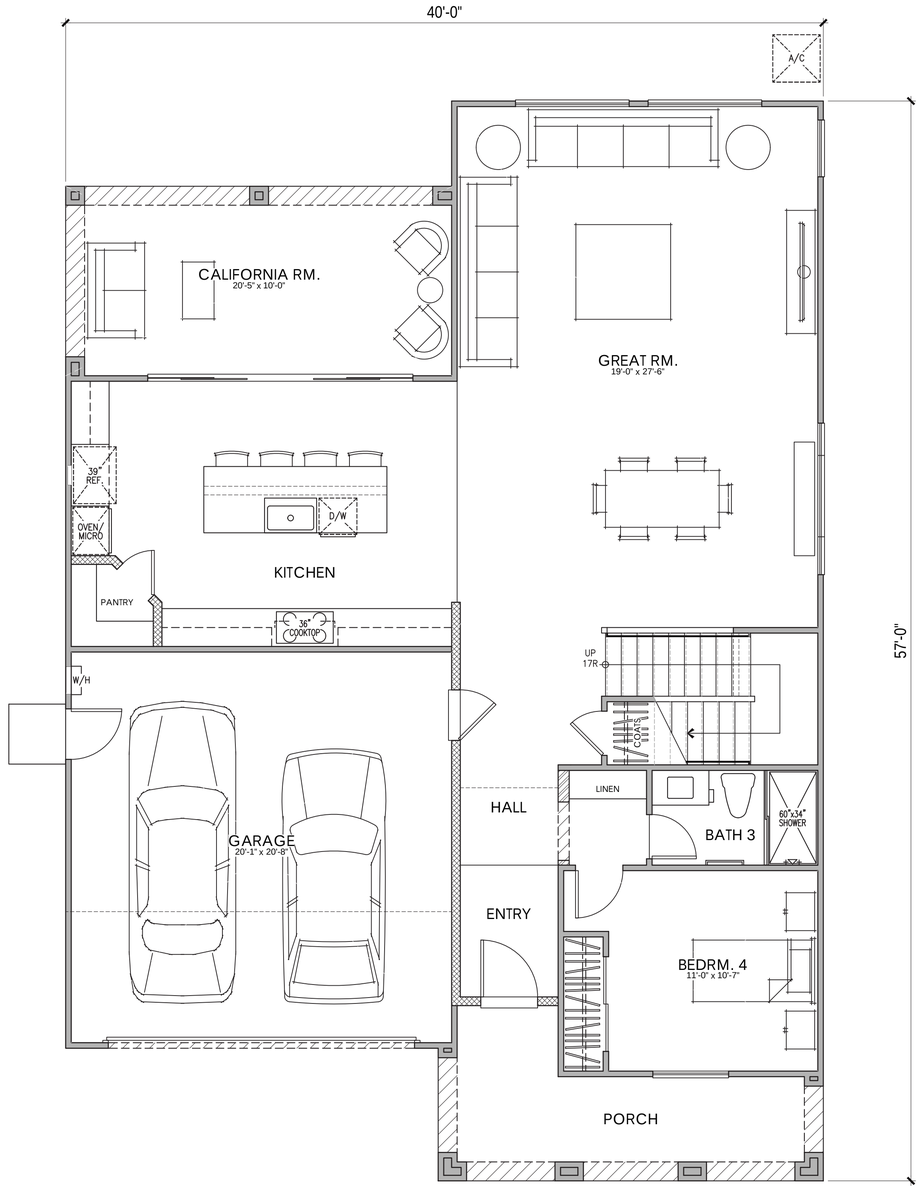
"C" MODERN SEASIDE

PLAN 1 (2727)
FRONT ELEVATIONS

0 2 4 8 12



SECOND FLOOR PLAN



FIRST FLOOR PLAN

AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	1,287 SQ. FT.
SECOND FLOOR AREA	1,440 SQ. FT.
TOTAL DWELLING	2,727 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	427 SQ. FT.
PORCH	133 SQ. FT.
CALIFORNIA ROOM	204 SQ. FT.
OPT. DECK	204 SQ. FT.

0 2 4 8 12

PLAN 1 (2727)

4 BEDROOM, 3 BATH, LOFT, 2-CAR GARAGE

TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-2

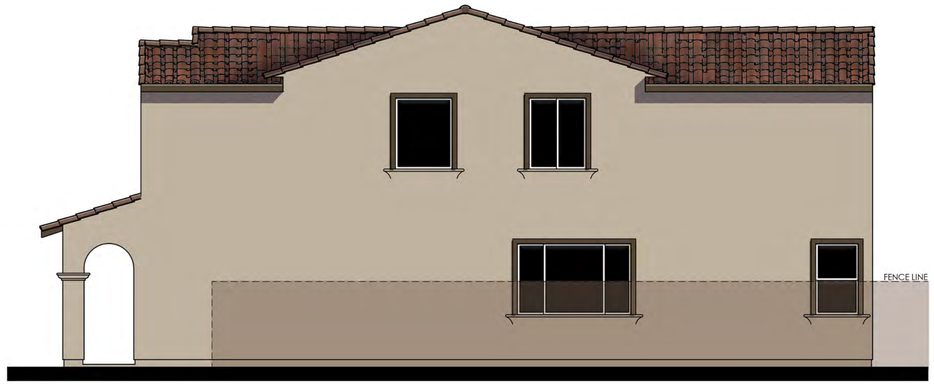
Kevin L. Crook
Architect
Inc
#21111



© 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

FRONT



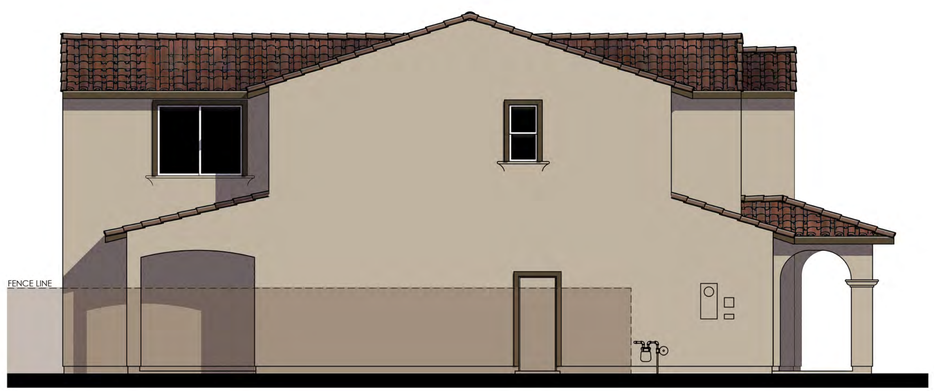
RIGHT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE LOW PROFILE "S" TILE
FASCIA:	GUTTER, PAINT TO MATCH
BARGE:	2x6 WOOD
GABLE END:	SIMULATED CLAY TILE
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
POT SHELF:	WROUGHT IRON
TRIM:	STUCCO OVER RIGID FOAM, CERAMIC TILE
DOWNSPOUTS:	DRAIN TO SPLASH BLOCKS, LOCATIONS TO BE DETERIMINED



REAR



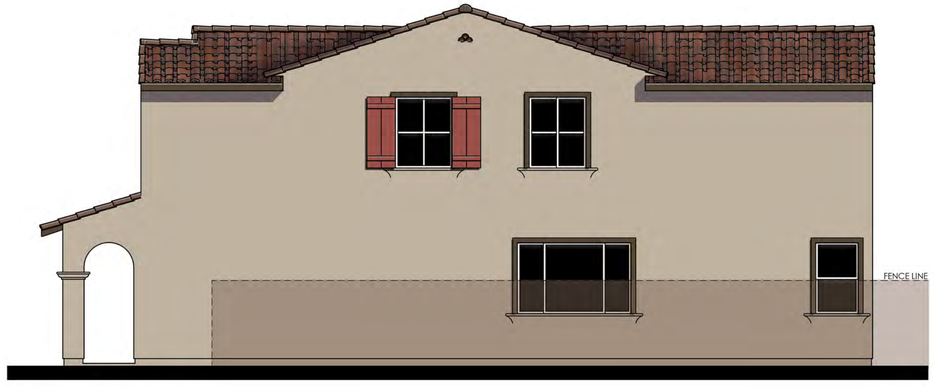
LEFT

COLOR SCHEME 1

PLAN 1A (2727 "A")

SPANISH ELEVATION

0 2 4 8 12



RIGHT



REAR

COLOR SCHEME 1

PLAN 1A (2727 "A")

SPANISH ENHANCED ELEVATION

0 2 4 8 12

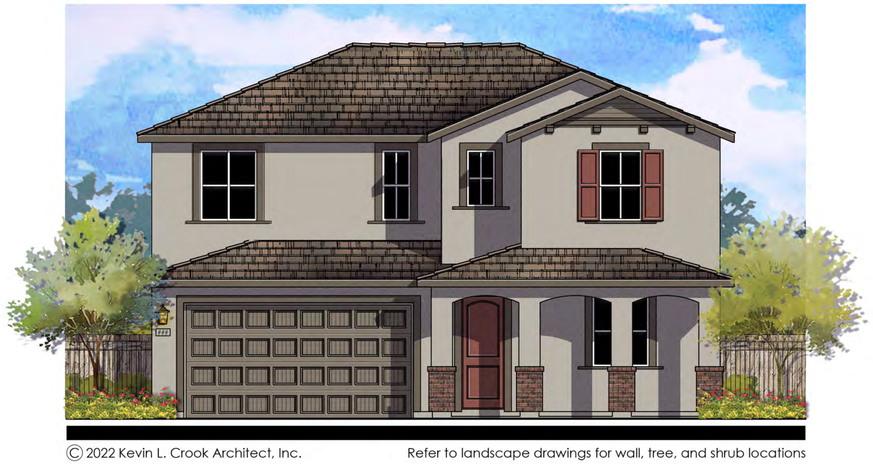
TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-4

Kevin L. Crook
Architect
Inc

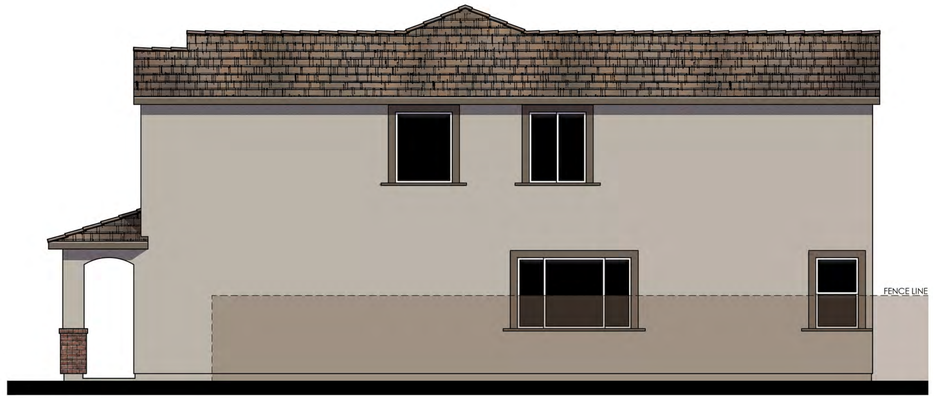
#21111



© 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

FRONT



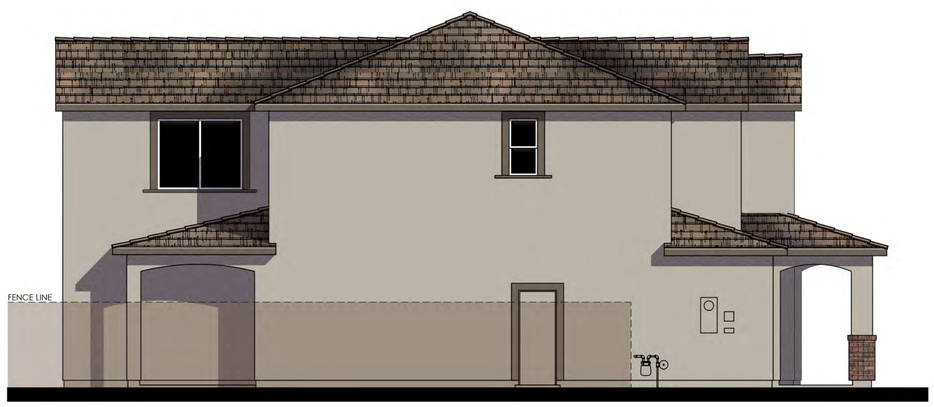
RIGHT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE FLAT TILE
FASCIA:	GUTTER, PAINT TO MATCH
BARGE:	2x6 WOOD
GABLE END:	LAP SIDING / VENT DETAILS
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
POT SHELF:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
DOWNSPOUTS:	DRAIN TO SPLASH BLOCKS, LOCATIONS TO BE DETERIMINED
WAINSCOT:	BRICK VENEER



REAR



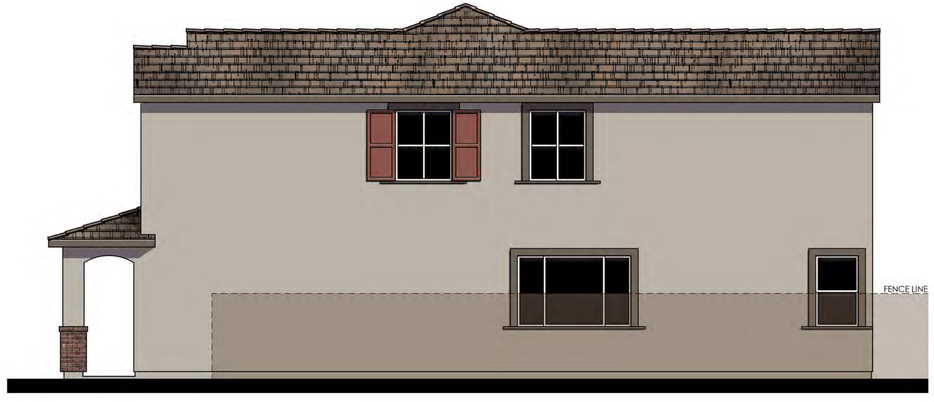
LEFT

COLOR SCHEME 4

PLAN 1B (2727 "B")

COTTAGE ELEVATION

0 2 4 8 12



RIGHT



REAR

COLOR SCHEME 4

PLAN 1B (2727 "B")

COTTAGE ENHANCED ELEVATION

0 2 4 8 12

TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-6

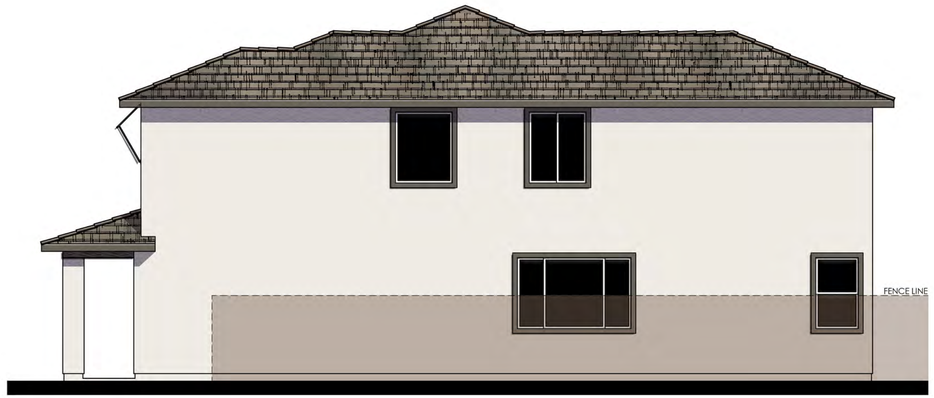
Kevin L. Crook
Architect
Inc
#21111



© 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

FRONT



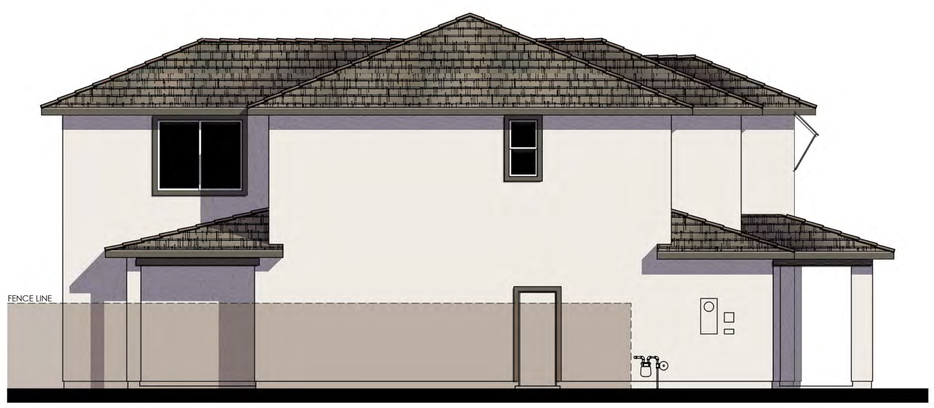
RIGHT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE FLAT TILE
FASCIA:	GUTTER, PAINT TO MATCH
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	METAL PLANTATION
POT SHELF:	SIMULATED WOOD
WINDOW BOX:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
DOWNSPOUTS:	DRAIN TO SPLASH BLOCKS, LOCATIONS TO BE DETERIMINED



REAR



LEFT

COLOR SCHEME 7

PLAN 1C (2727 "C")

MODERN SEASIDE ELEVATION

0 2 4 8 12

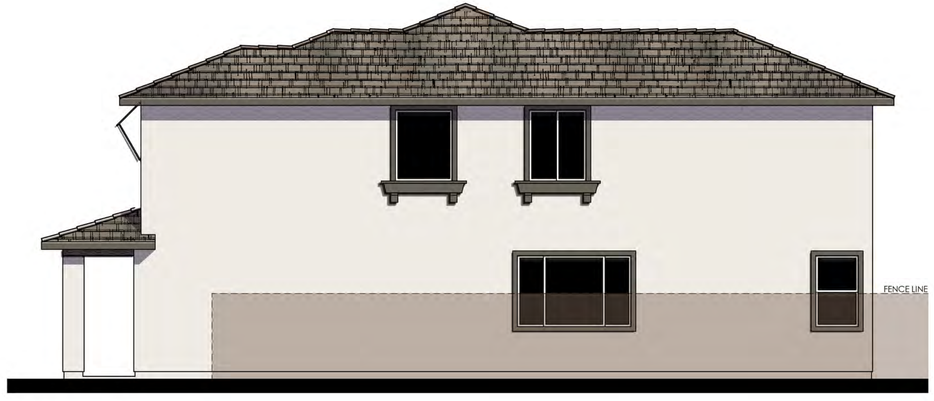
TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-7

Kevin L. Crook **Architect** Inc

#21111



RIGHT



REAR

COLOR SCHEME 7

PLAN 1C (2727 "C")

MODERN SEASIDE ENHANCED ELEVATION

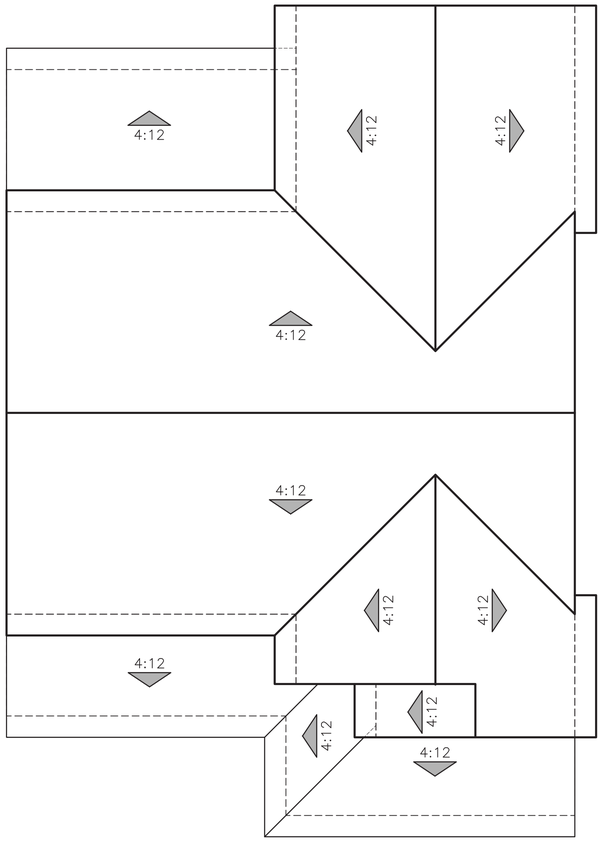
0 2 4 8 12

TTLC MANAGEMENT INC

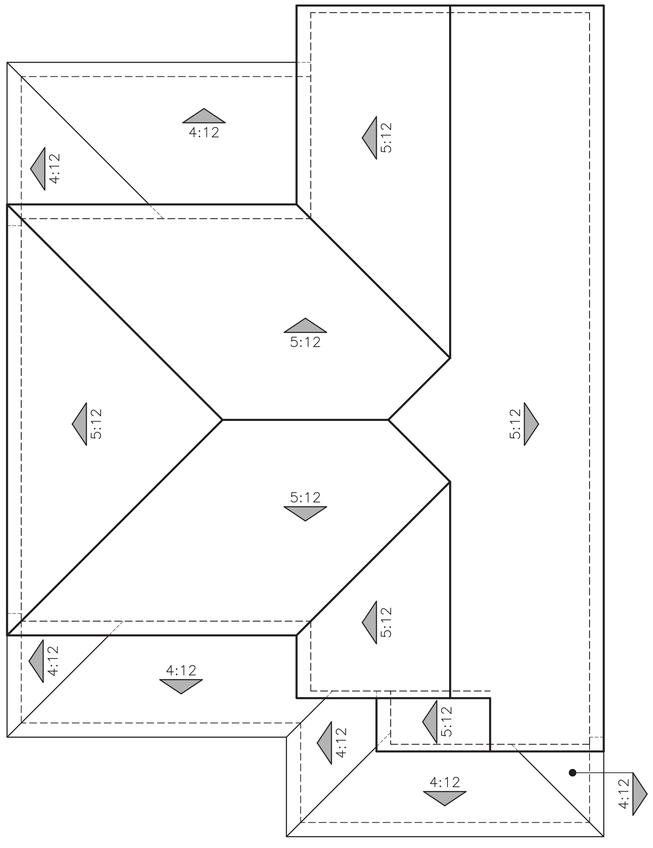
TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-8

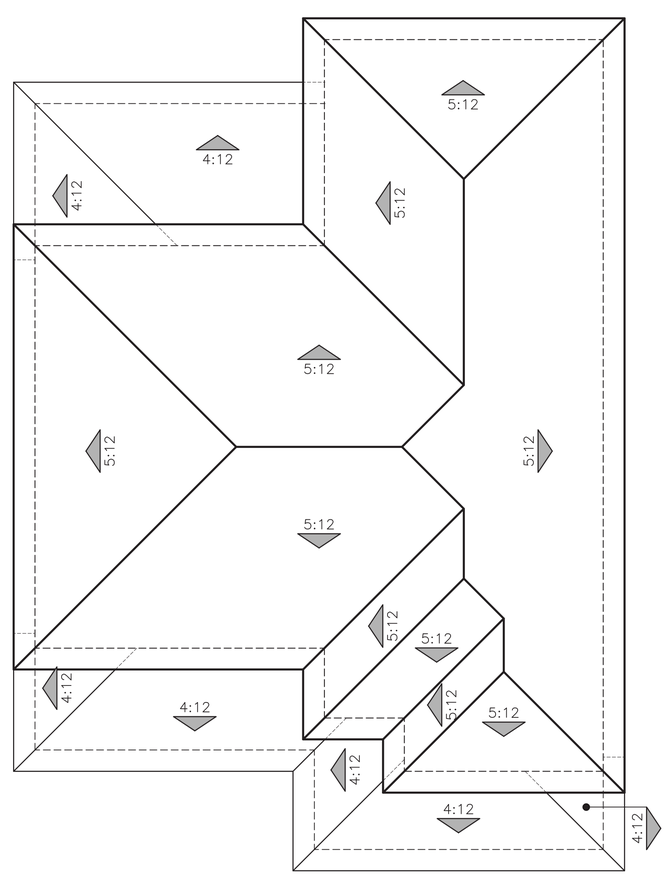
Kevin L. Crook **Architect** Inc #21111



"A" SPANISH



"B" COTTAGE



"C" MODERN SEASIDE

ROOF PLANS

PLAN 1 (2727)

0 2 4 8 12



EXTERIOR LIGHTS



"A" SPANISH
MARTINSVILLE



"B" COTTAGE
YORKTOWN



"C" MODERN SEASIDE
SAUGANASH

Ⓒ 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

"AX" SPANISH



Ⓒ 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

"BX" COTTAGE



Ⓒ 2022 Kevin L. Crook Architect, Inc.

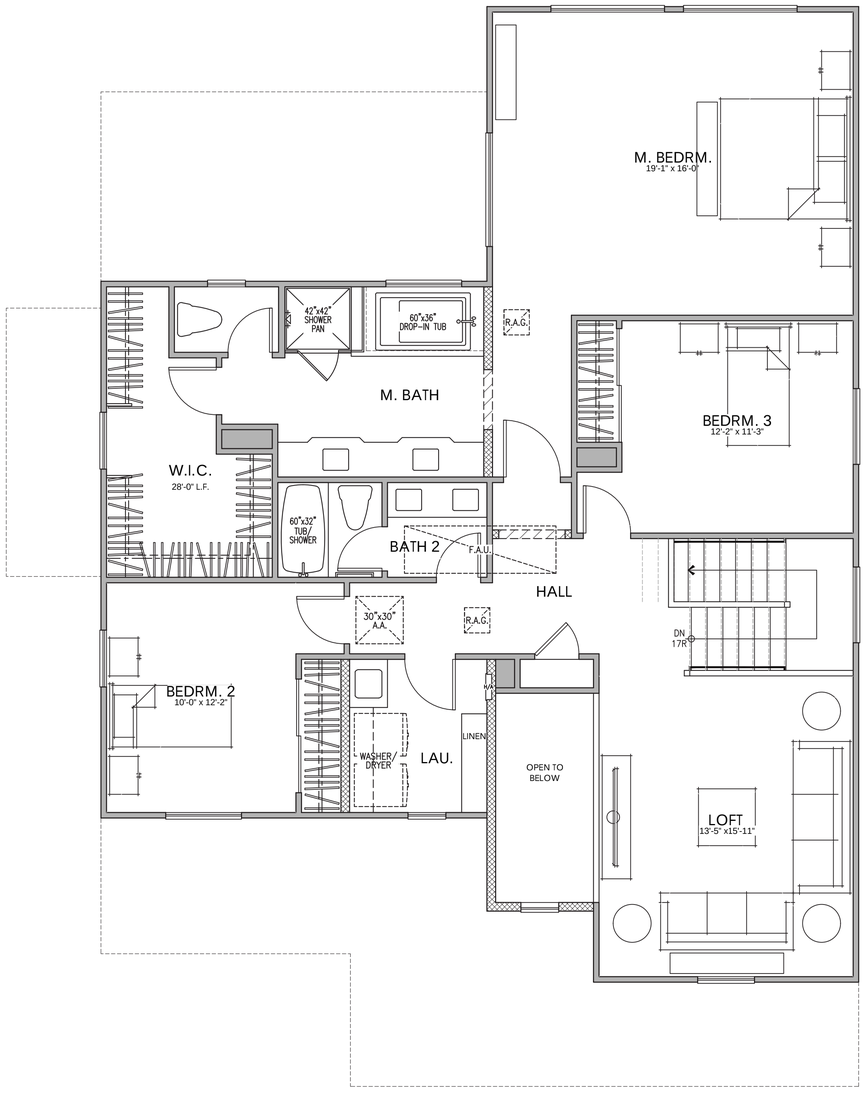
Refer to landscape drawings for wall, tree, and shrub locations

"CX" MODERN SEASIDE

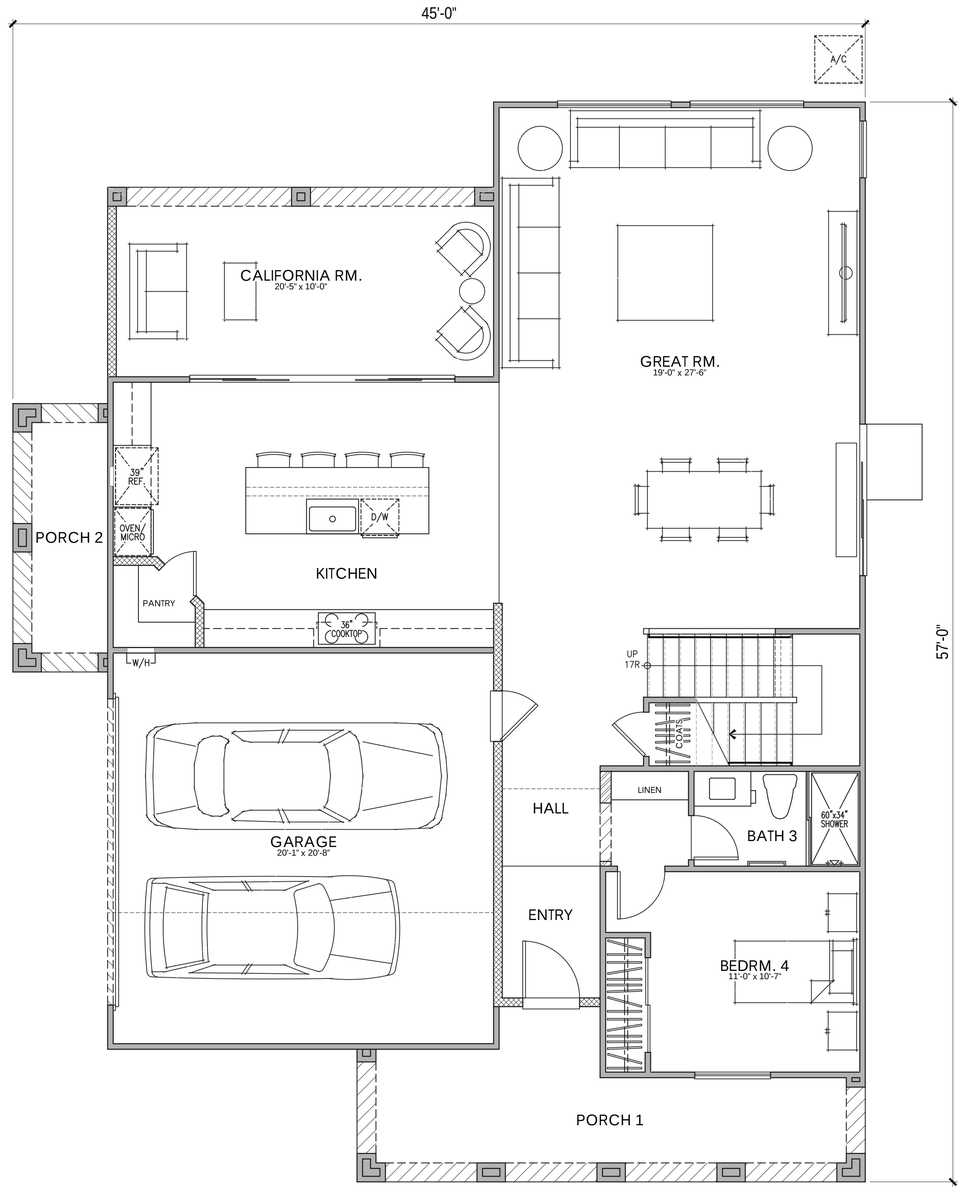
PLAN 1X (2727)

FRONT ELEVATIONS

0 2 4 8 12



SECOND FLOOR PLAN



FIRST FLOOR PLAN

AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	1,287 SQ. FT.
SECOND FLOOR AREA	1,440 SQ. FT.
TOTAL DWELLING	2,727 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	427 SQ. FT.
PORCH 1	179 SQ. FT.
PORCH 2	71 SQ. FT.
CALIFORNIA ROOM	204 SQ. FT.

0 2 4 8 12

PLAN 1X (2727)

4 BEDROOM, 3 BATH, LOFT, 2-CAR SIDE-ENTRY GARAGE

TTLC MANAGEMENT INC.

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-11

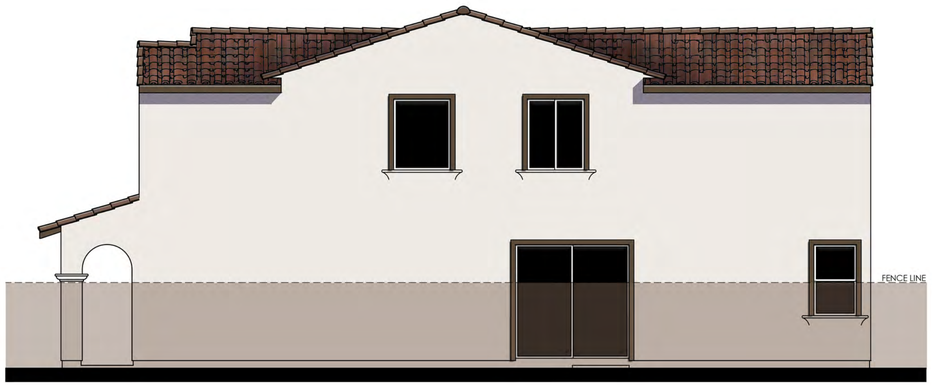
Kevin L. Crook **Architect** Inc #21111



© 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

RIGHT



REAR

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE LOW PROFILE "S" TILE
FASCIA:	GUTTER, PAINT TO MATCH
BARGE:	2x6 WOOD
GABLE END:	SIMULATED CLAY TILE
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
POT SHELF:	WROUGHT IRON
TRIM:	STUCCO OVER RIGID FOAM, CERAMIC TILE
DOWNSPOUTS:	DRAIN TO SPLASH BLOCKS, LOCATIONS TO BE DETERIMINED



LEFT



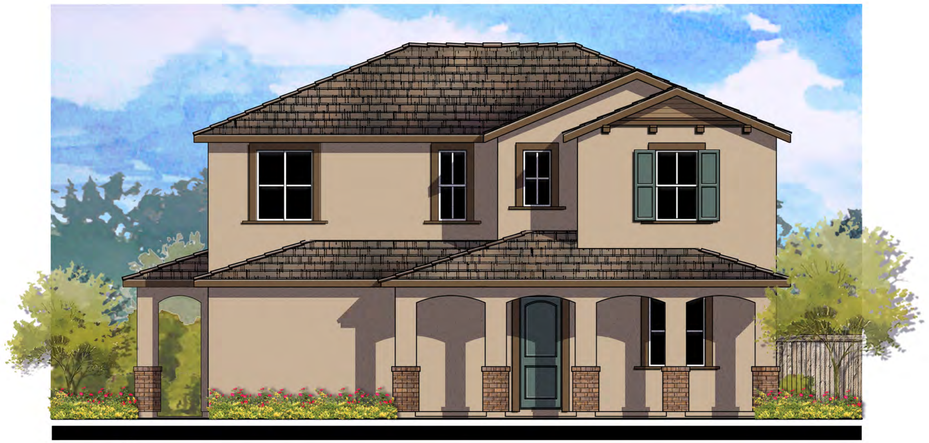
FRONT

COLOR SCHEME 2

PLAN 1AX (2727)

SPANISH ELEVATION

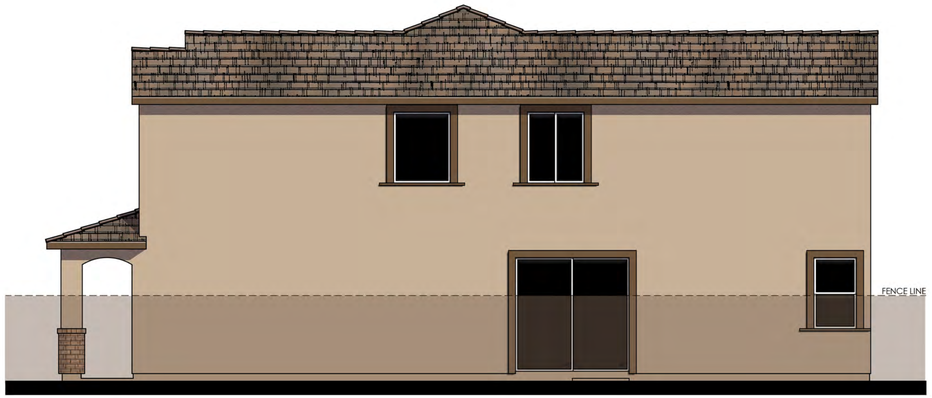
0 2 4 8 12



© 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

RIGHT



REAR

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE FLAT TILE
FASCIA:	GUTTER, PAINT TO MATCH
BARGE:	2x6 WOOD
GABLE END:	LAP SIDING / VENT DETAILS
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
POT SHELF:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
DOWNSPOUTS:	DRAIN TO SPLASH BLOCKS, LOCATIONS TO BE DETERIMINED
WAINSCOT:	BRICK VENEER



LEFT



FRONT

COLOR SCHEME 5

PLAN 1BX (2727)

COTTAGE ELEVATION

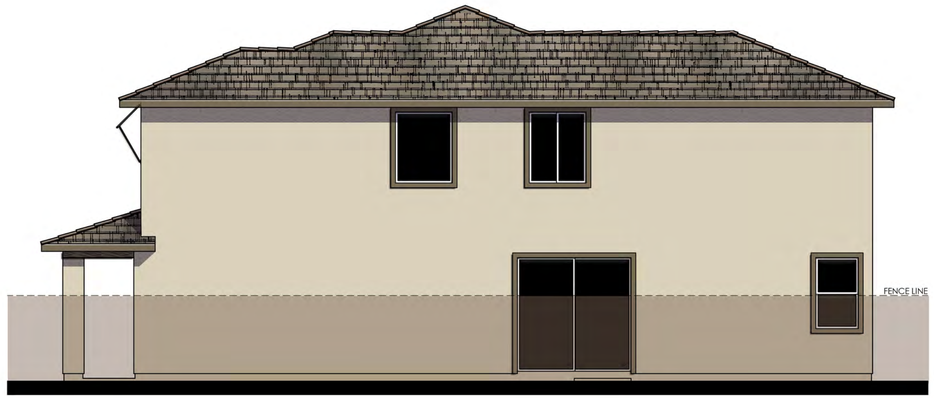
0 2 4 8 12



© 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

RIGHT



REAR

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE FLAT TILE
FASCIA:	GUTTER, PAINT TO MATCH
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	METAL PLANTATION
POT SHELF:	SIMULATED WOOD
WINDOW BOX:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
DOWNSPOUTS:	DRAIN TO SPLASH BLOCKS, LOCATIONS TO BE DETERIMINED



LEFT



FRONT

COLOR SCHEME 8

PLAN 1CX (2727)

MODERN SEASIDE ELEVATION

0 2 4 8 12

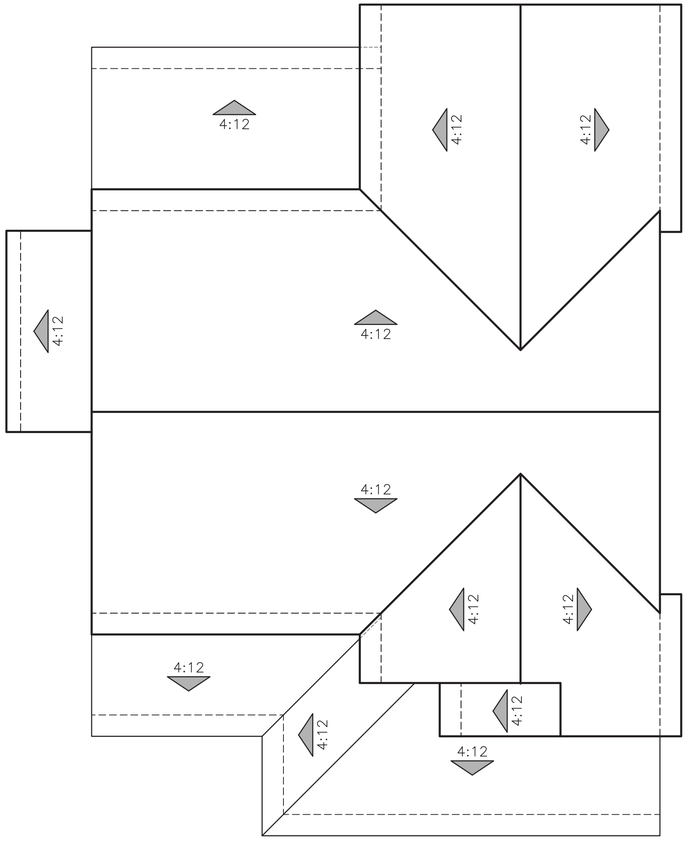
TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

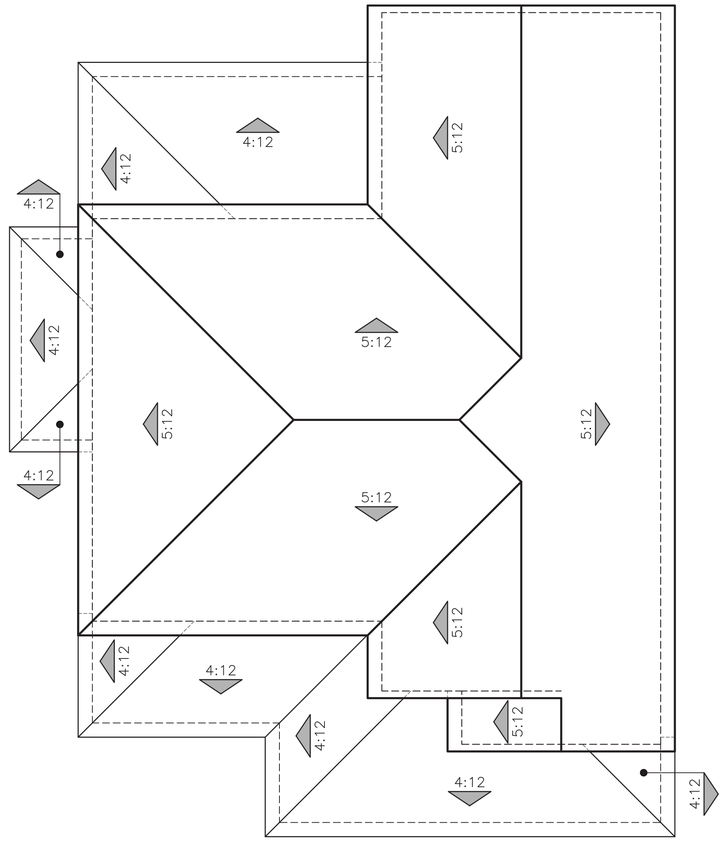
09.21.2022
A-14

Kevin L. Crook **Architect** Inc

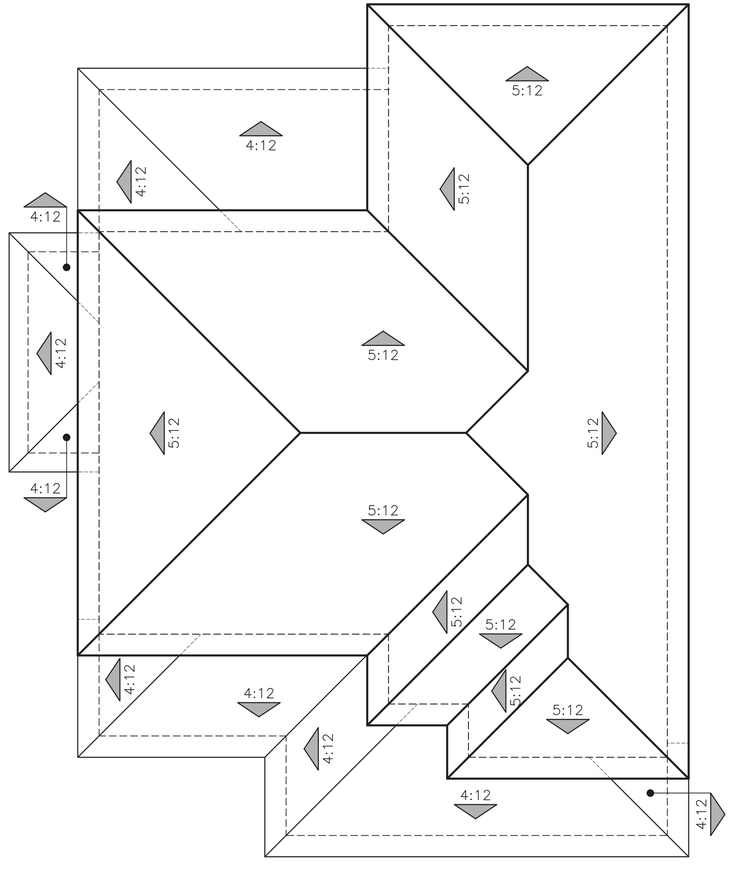
#21111



"AX" SPANISH



"BX" COTTAGE



"CX" MODERN SEASIDE

ROOF PLANS

PLAN 1X (2727)

0 2 4 8 12

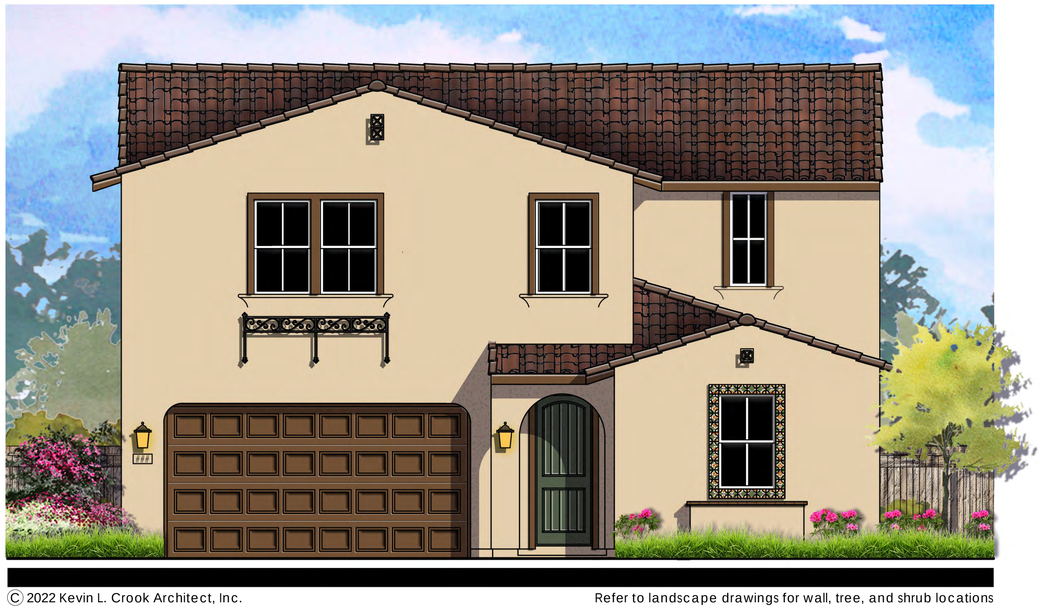
TTLC MANAGEMENT INC

TEXAS STREET 35 REDLANDS, CA

09.21.2022
A-15

Kevin L. Crook **Architect** Inc

#21111



Ⓒ 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

"A" SPANISH

EXTERIOR LIGHTS



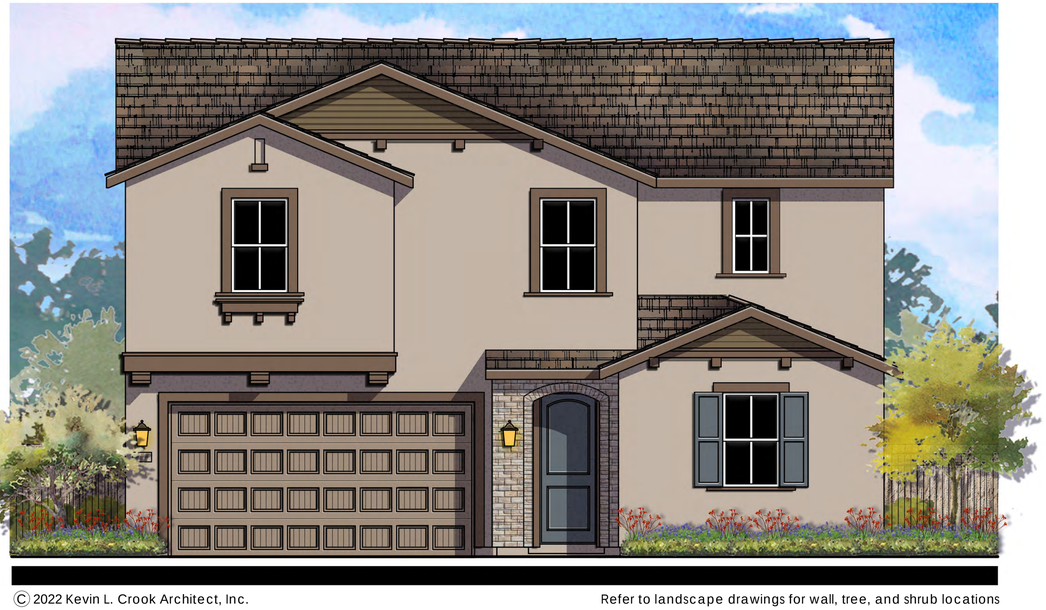
"A" SPANISH
MARTINSVILLE



"B" COTTAGE
YORKTOWN



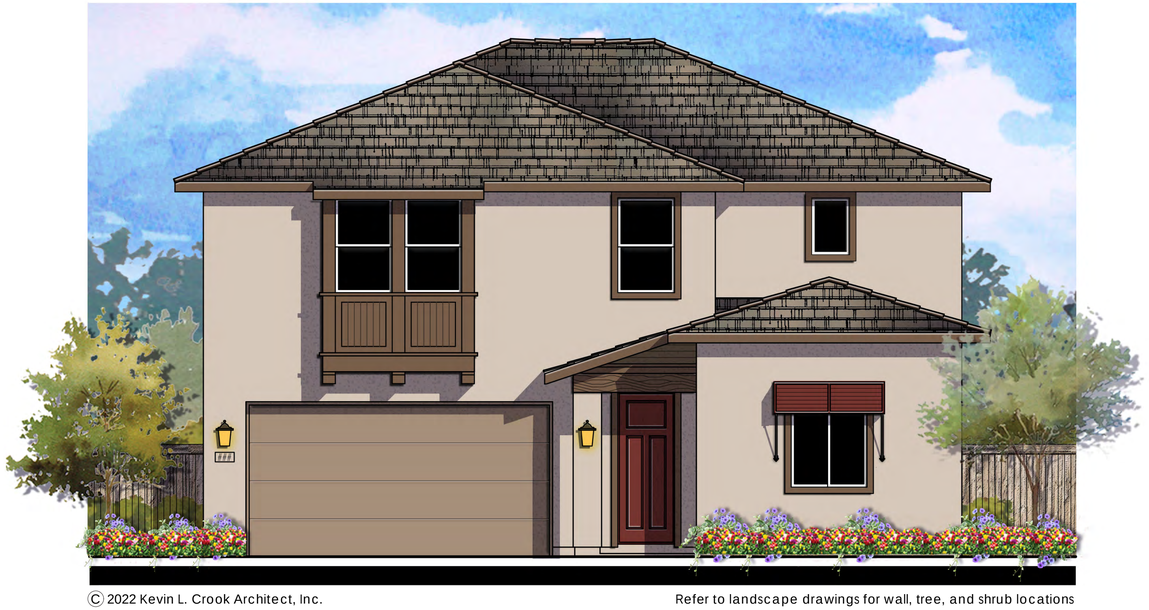
"C" MODERN SEASIDE
SAUGANASH



Ⓒ 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

"B" COTTAGE



Ⓒ 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

"C" MODERN SEASIDE

PLAN 2 (3046)

FRONT ELEVATIONS

0 2 4 8 12

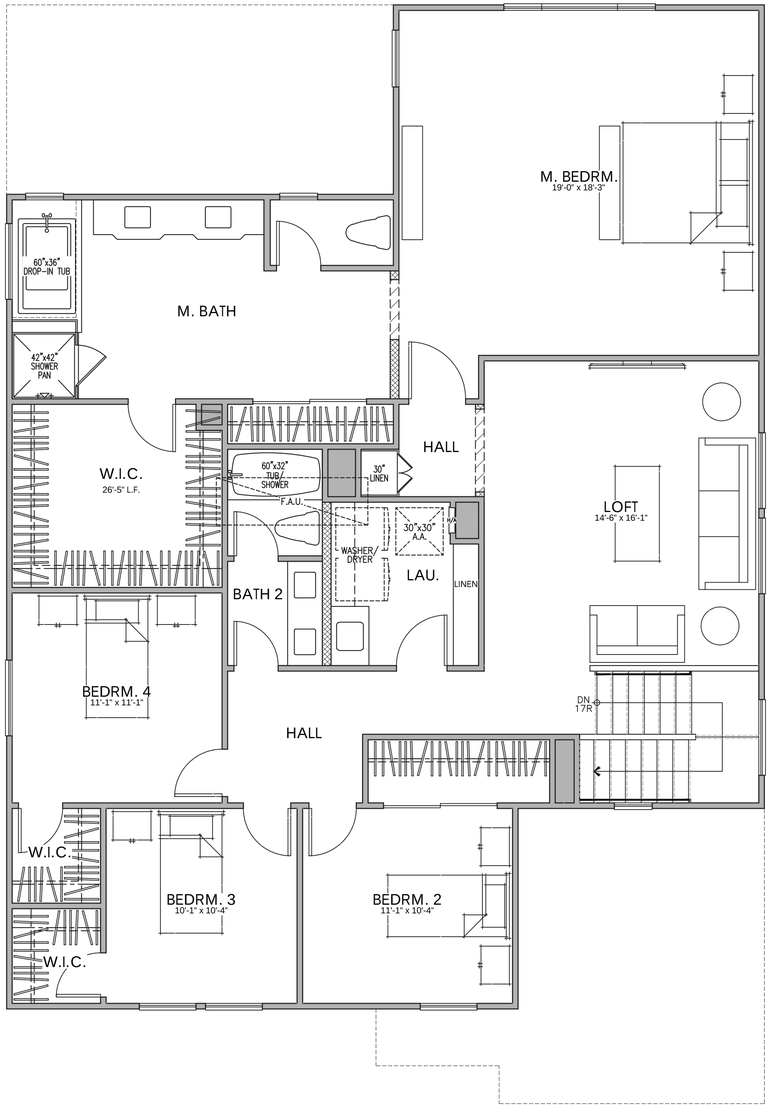
TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

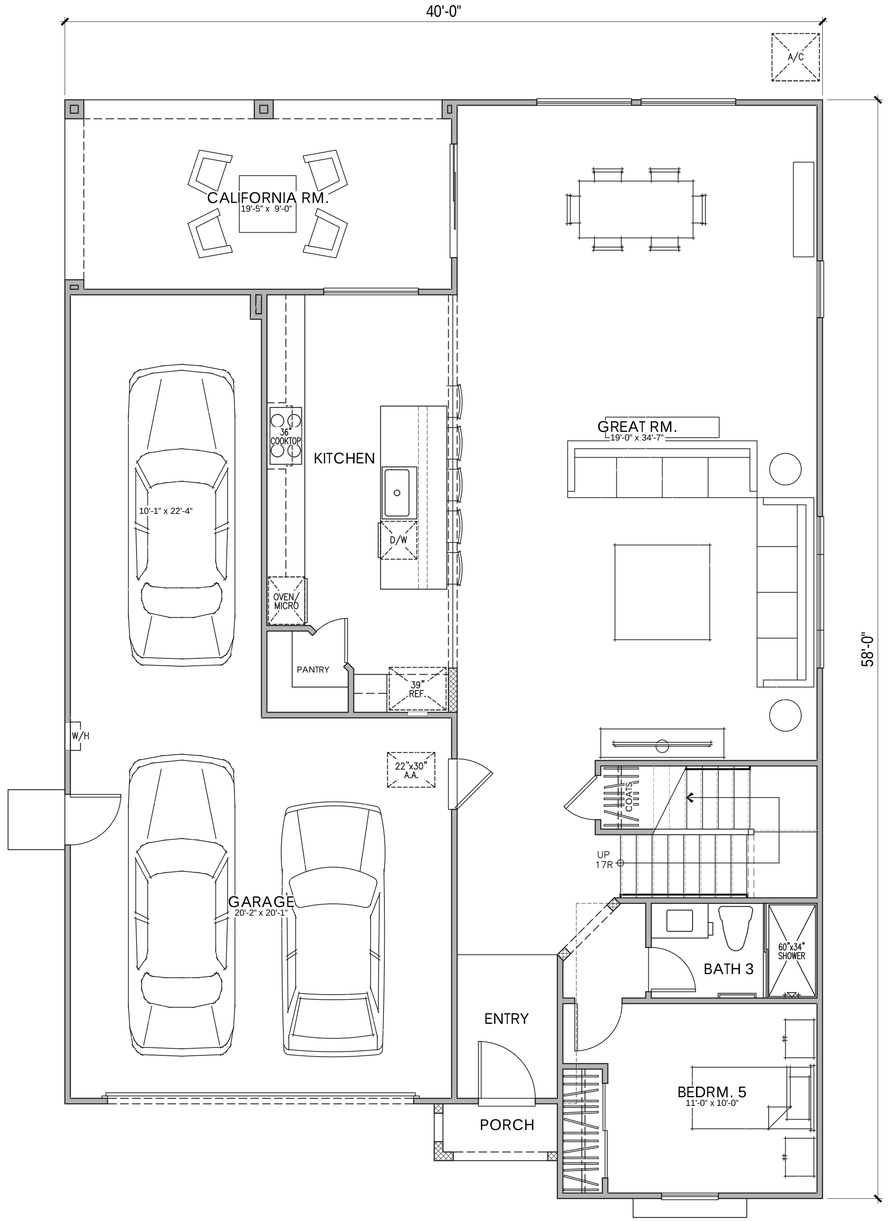
09.21.2022
A-16

Kevin L. Crook **Architect** Inc

#21111



SECOND FLOOR PLAN



FIRST FLOOR PLAN

AREA TABULATION

CONDITIONED SPACE	
FIRST FLOOR AREA	1,335 SQ. FT.
SECOND FLOOR AREA	1,711 SQ. FT.
TOTAL DWELLING	3,046 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	651 SQ. FT.
CALIFORNIA ROOM	204 SQ. FT.
OPT. DECK	204 SQ. FT.
PORCH "A"	20 SQ. FT.
PORCH "B"	26 SQ. FT.
PORCH "C"	29 SQ. FT.

0 2 4 8 12

PLAN 2 (3046)

5 BEDROOM, 3 BATH, LOFT, 3-CAR GARAGE (TANDEM)

TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-17

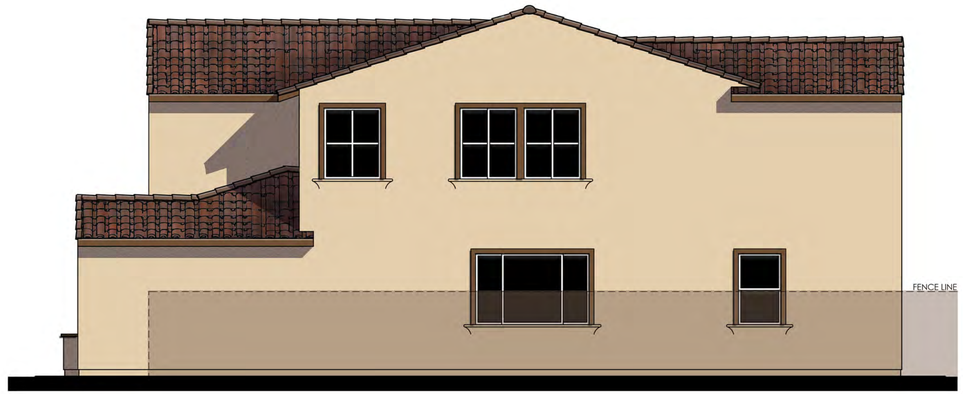
Kevin L. Crook
Architect
Inc
#21111



© 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

FRONT



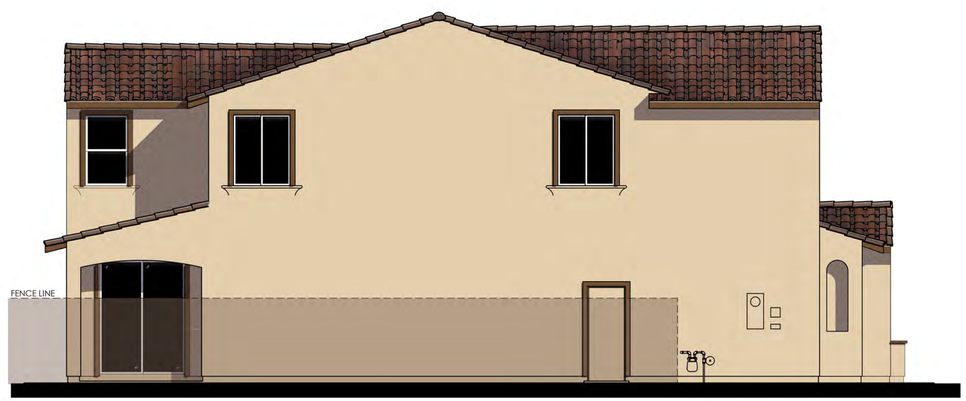
RIGHT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE LOW PROFILE "S" TILE
FASCIA:	GUTTER, PAINT TO MATCH
BARGE:	2x6 WOOD
GABLE END:	SIMULATED CLAY TILE
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
POT SHELF:	WROUGHT IRON
TRIM:	STUCCO OVER RIGID FOAM, CERAMIC TILE
DOWNSPOUTS:	DRAIN TO SPLASH BLOCKS, LOCATIONS TO BE DETERIMINED



REAR



LEFT

COLOR SCHEME 3

PLAN 2A (3046 "A")

SPANISH ELEVATION

0 2 4 8 12

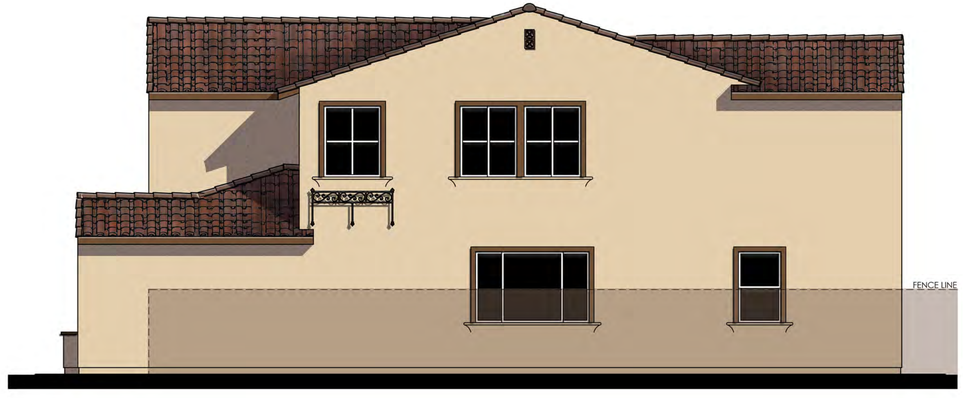
TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-18

Kevin L. Crook **Architect** Inc

#21111



RIGHT



REAR

COLOR SCHEME 3

PLAN 2A (3046 "A")

SPANISH ENHANCED ELEVATION

0 2 4 8 12

TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-19

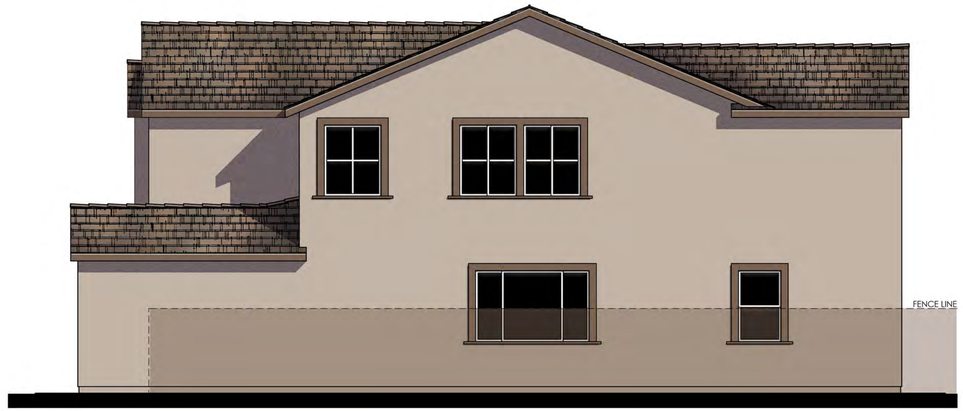
Kevin L. Crook
Architect
Inc
#21111



© 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

FRONT



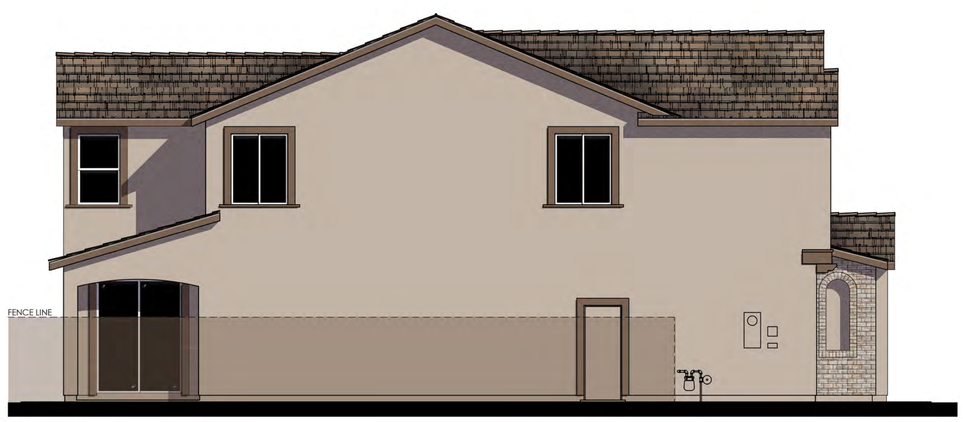
RIGHT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE FLAT TILE
FASCIA:	GUTTER, PAINT TO MATCH
BARGE:	2x6 WOOD
GABLE END:	LAP SIDING / VENT DETAILS
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
POT SHELF:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
DOWNSPOUTS:	DRAIN TO SPLASH BLOCKS, LOCATIONS TO BE DETERIMINED
WAINSCOT:	BRICK VENEER



REAR



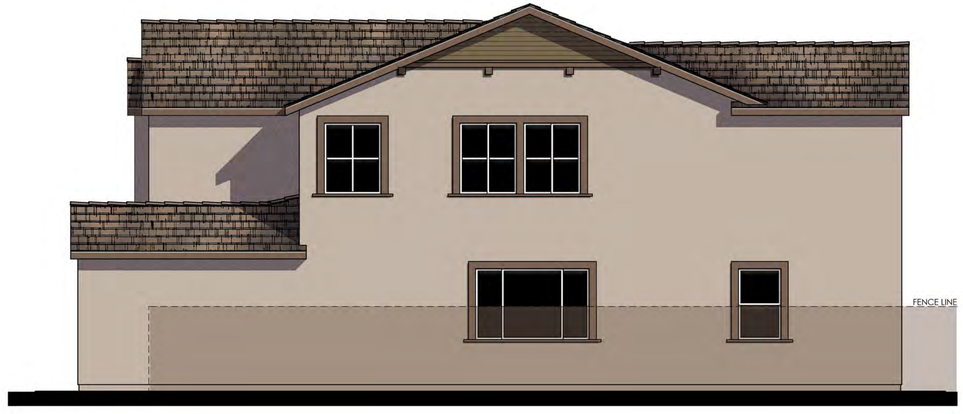
LEFT

COLOR SCHEME 6

PLAN 2B (3046 "B")

COTTAGE ELEVATION

0 2 4 8 12



RIGHT



REAR

COLOR SCHEME 6

PLAN 2B (3046 "B")

COTTAGE ENHANCED ELEVATION

0 2 4 8 12

TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-21

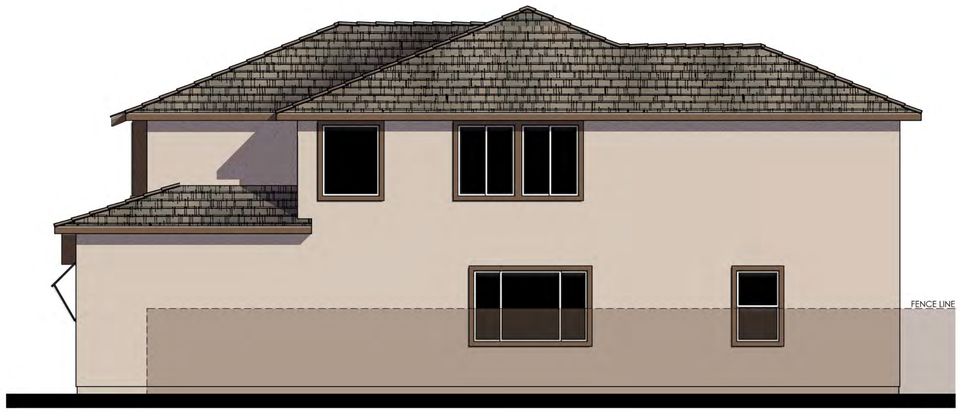
Kevin L. Crook **Architect** Inc #21111



© 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

FRONT



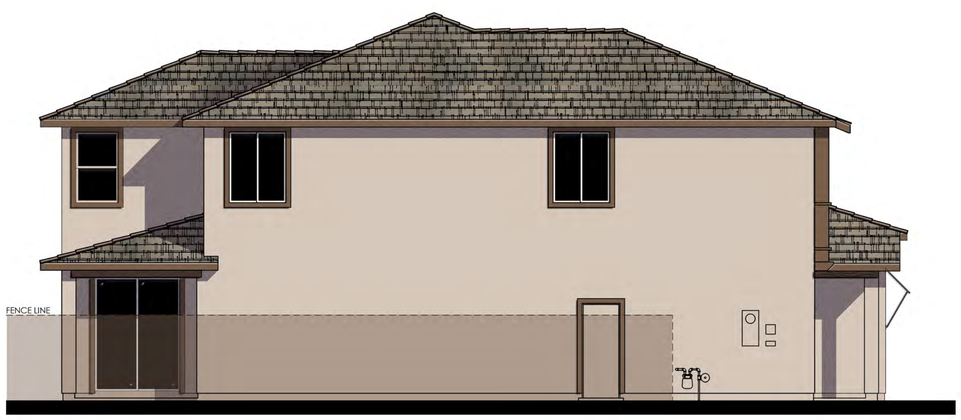
RIGHT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE FLAT TILE
FASCIA:	GUTTER, PAINT TO MATCH
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	METAL PLANTATION
POT SHELF:	SIMULATED WOOD
WINDOW BOX:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
DOWNSPOUTS:	DRAIN TO SPLASH BLOCKS, LOCATIONS TO BE DETERIMINED



REAR



LEFT

COLOR SCHEME 9

PLAN 2C (3046 "C")

MODERN SEASIDE ELEVATION

0 2 4 8 12

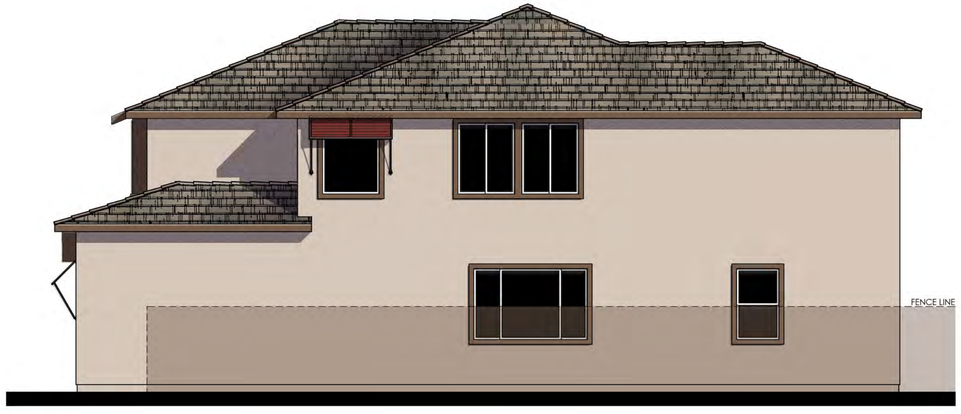
TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

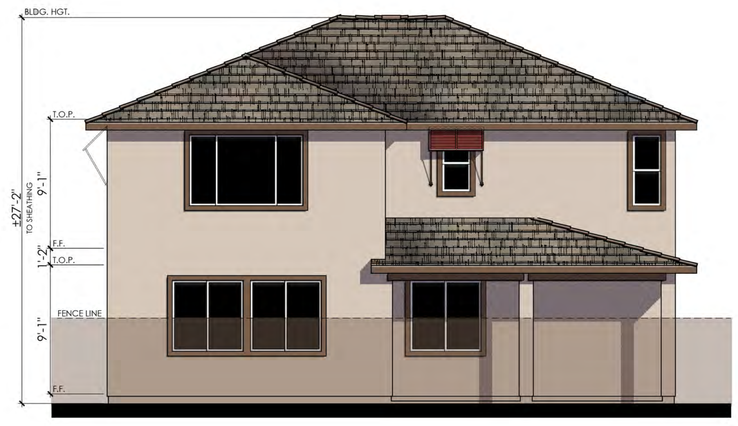
09.21.2022
A-22

Kevin L. Crook **Architect** Inc

#21111



RIGHT



REAR

COLOR SCHEME 9

PLAN 2C (3046 "C")

MODERN SEASIDE ENHANCED ELEVATION

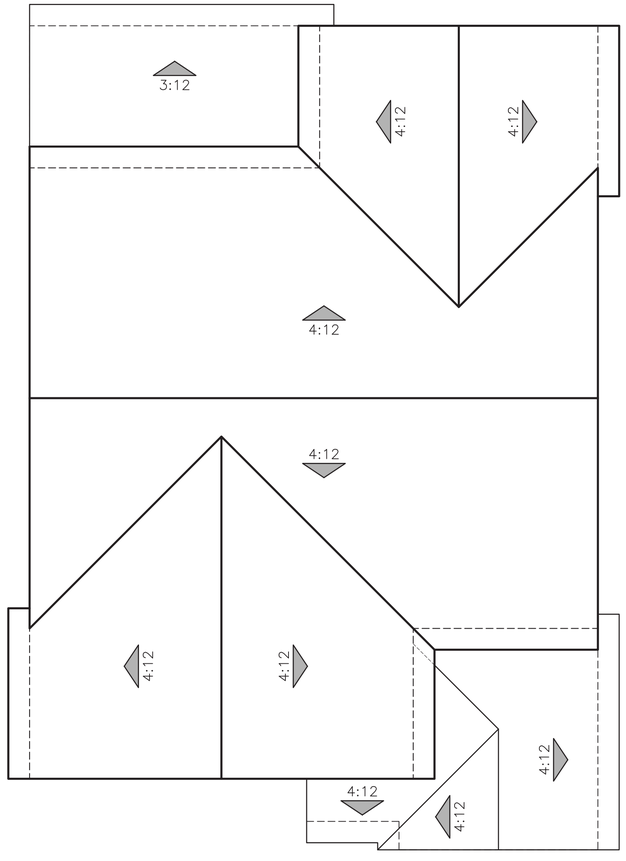
0 2 4 8 12

TTLC MANAGEMENT INC

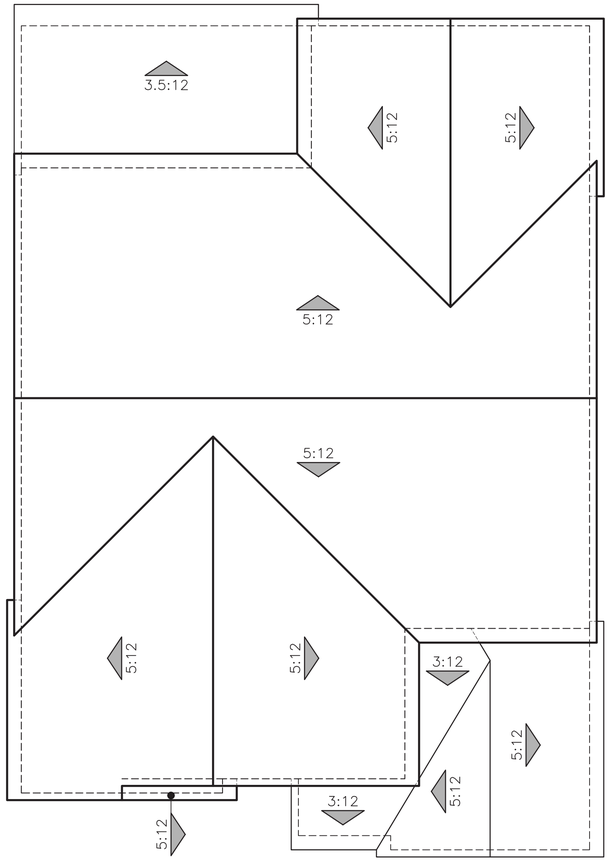
TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-23

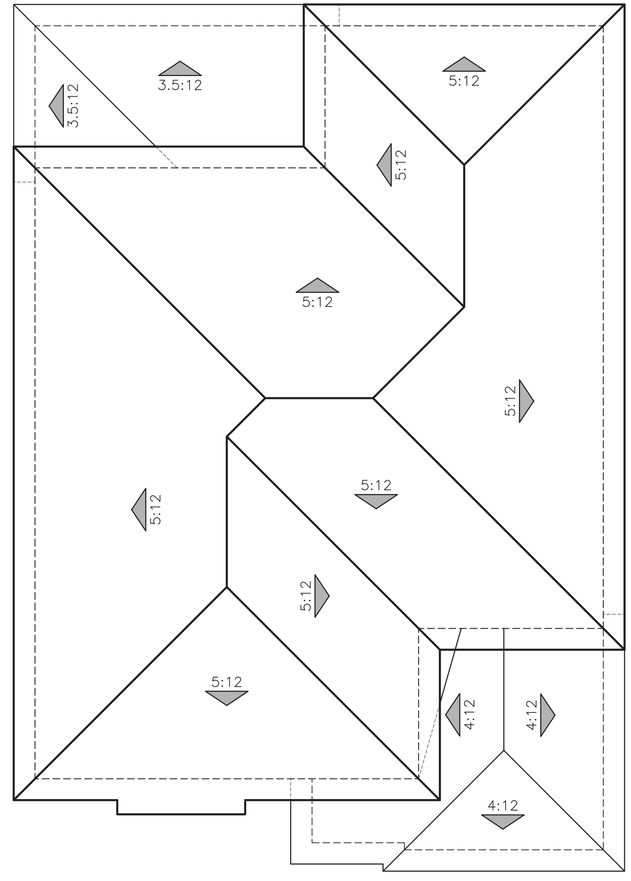
Kevin L. Crook
Architect
Inc
#21111



"A" SPANISH



"B" COTTAGE



"C" MODERN SEASIDE

ROOF PLANS

PLAN 2 (3046)

0 2 4 8 12



Ⓒ 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

"A" SPANISH

EXTERIOR LIGHTS



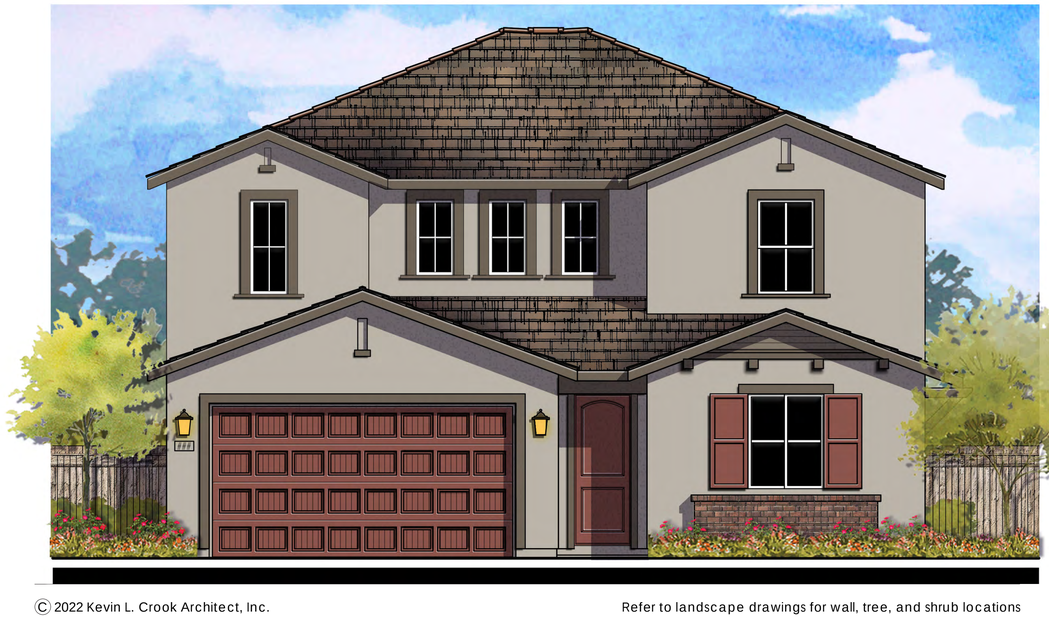
"A" SPANISH
MARTINSVILLE



"B" COTTAGE
YORKTOWN



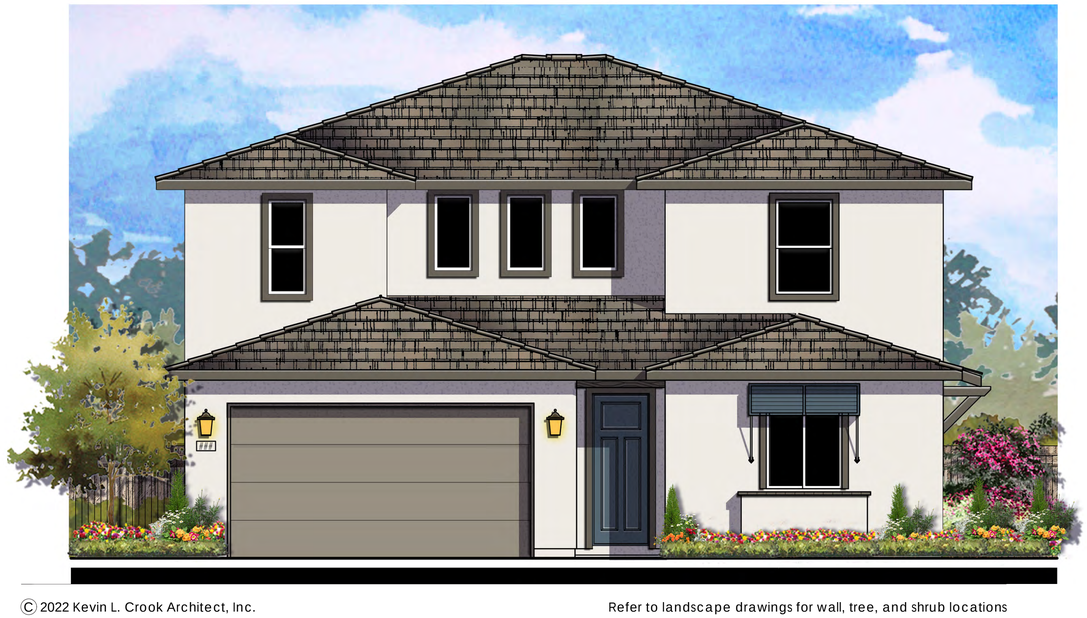
"C" MODERN SEASIDE
SAUGANASH



Ⓒ 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

"B" COTTAGE



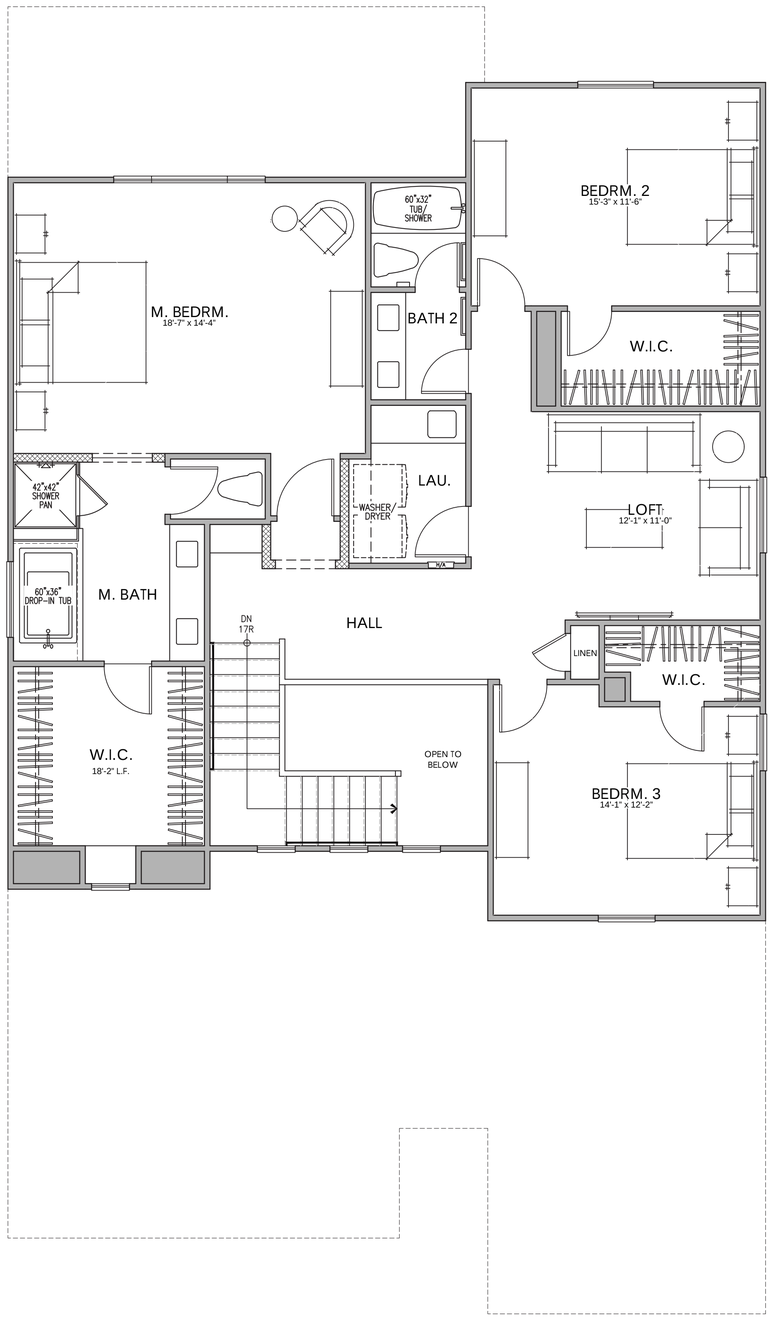
Ⓒ 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

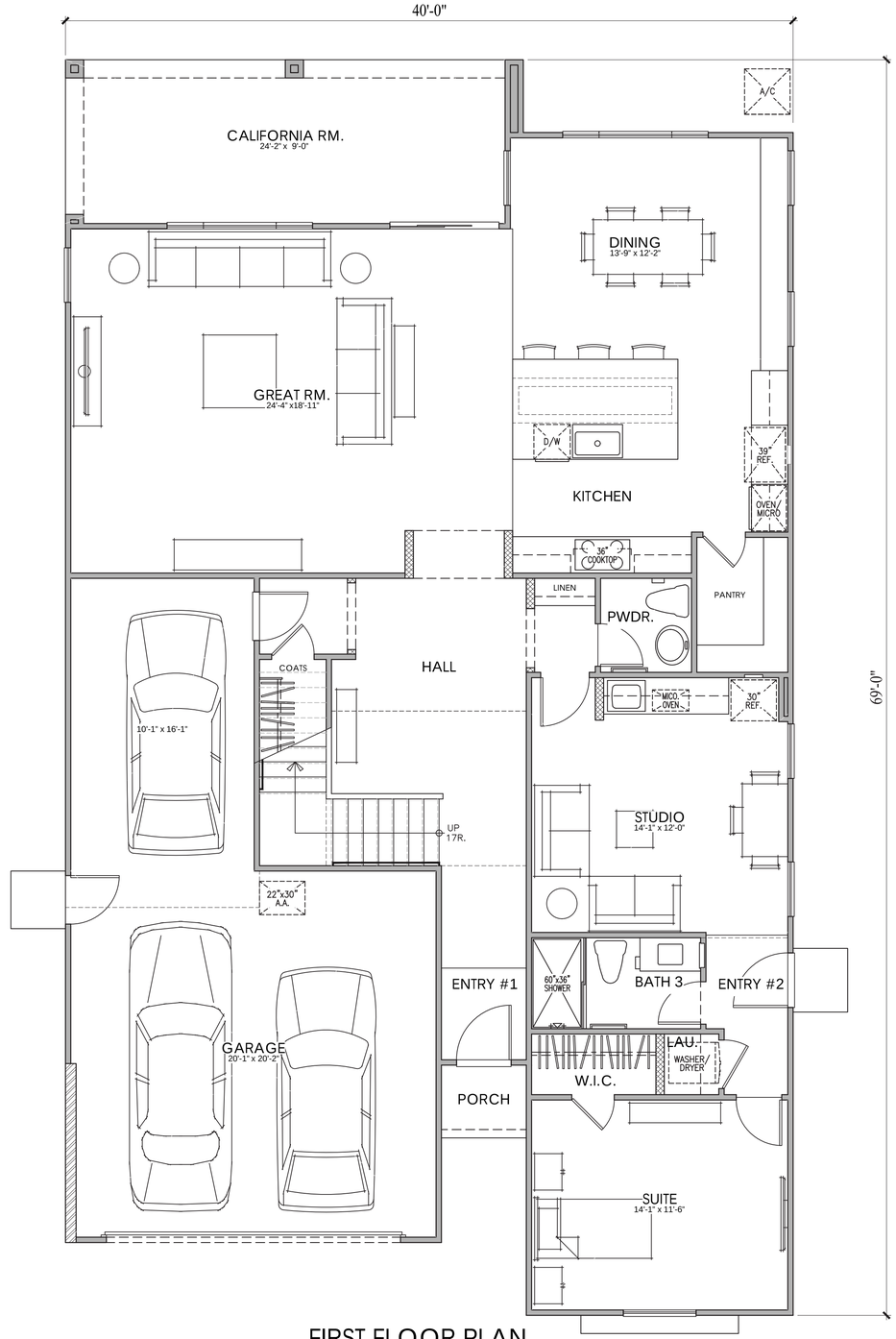
"C" MODERN SEASIDE

PLAN 3 (3180)
FRONT ELEVATIONS

0 2 4 8 12



SECOND FLOOR PLAN



FIRST FLOOR PLAN

PLAN 3 (3180) "A"

3 BEDROOM, 3.5 BATH, LOFT, STUDIO & SUITE, 3-CAR GARAGE (TANDEM)

AREA TABULATION

CONDITIONED SPACE

	RESIDENCE		STUDIO		TOTAL	
FIRST FLOOR AREA	1,239	+	508	=	1,747	SQ. FT.
SECOND FLOOR AREA	1,433	+	0	=	1,433	SQ. FT.
TOTAL DWELLING	2,672	+	508	=	3,180	SQ. FT.

UNCONDITIONED SPACE

GARAGE	589 SQ. FT.
PORCH	19 SQ. FT.
CALIFORNIA ROOM	222 SQ. FT.

0 2 4 8 12

TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-26

Kevin L. Crook **Architect** Inc #21111



© 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

FRONT



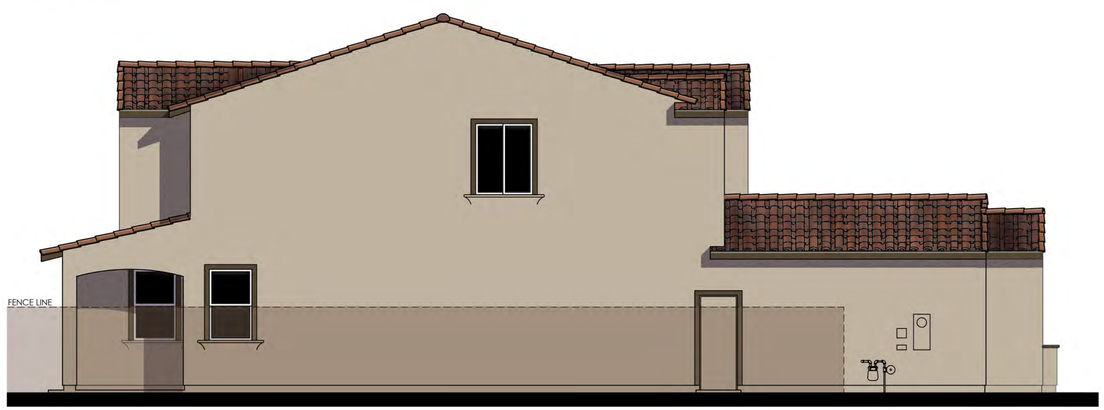
RIGHT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE LOW PROFILE "S" TILE
FASCIA:	GUTTER, PAINT TO MATCH
BARGE:	2x6 WOOD
GABLE END:	SIMULATED CLAY TILE
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
POT SHELF:	WROUGHT IRON
TRIM:	STUCCO OVER RIGID FOAM, CERAMIC TILE
DOWNSPOUTS:	DRAIN TO SPLASH BLOCKS, LOCATIONS TO BE DETERIMINED



REAR



LEFT

COLOR SCHEME 1

PLAN 3A (3180 "A")

SPANISH ELEVATION

0 2 4 8 12



RIGHT



REAR

COLOR SCHEME 1

PLAN 3A (3180 "A")

SPANISH ENHANCED ELEVATION

0 2 4 8 12

TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-28

Kevin L. Crook **Architect** Inc #21111



© 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

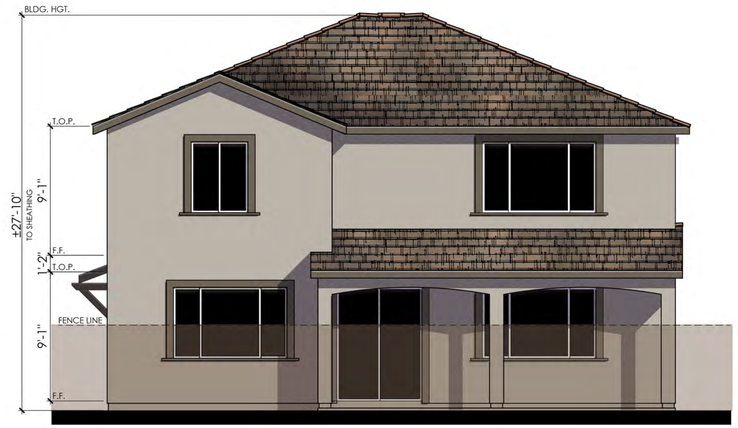
FRONT



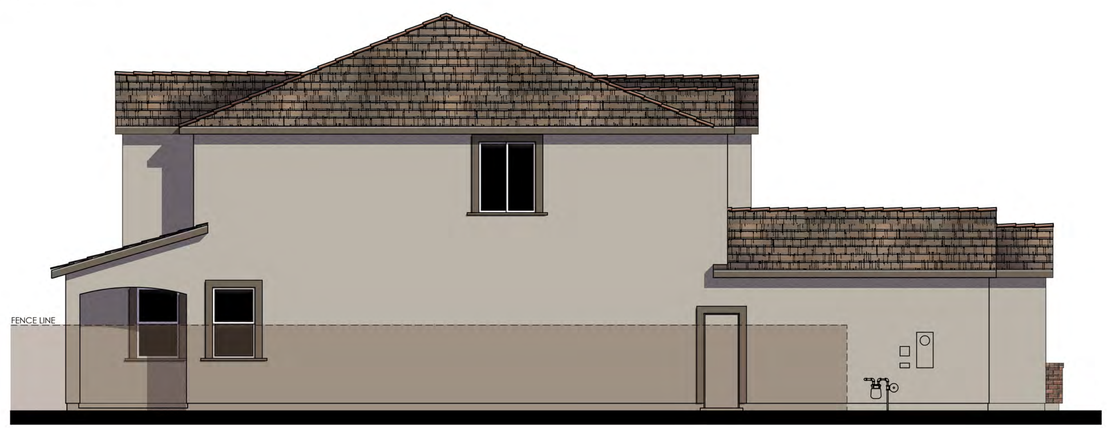
RIGHT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE FLAT TILE
FASCIA:	GUTTER, PAINT TO MATCH
BARGE:	2x6 WOOD
GABLE END:	LAP SIDING / VENT DETAILS
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	SIMULATED WOOD
POT SHELF:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
DOWNSPOUTS:	DRAIN TO SPLASH BLOCKS, LOCATIONS TO BE DETERIMINED
WAINSCOT:	BRICK VENEER



REAR



LEFT

COLOR SCHEME 4

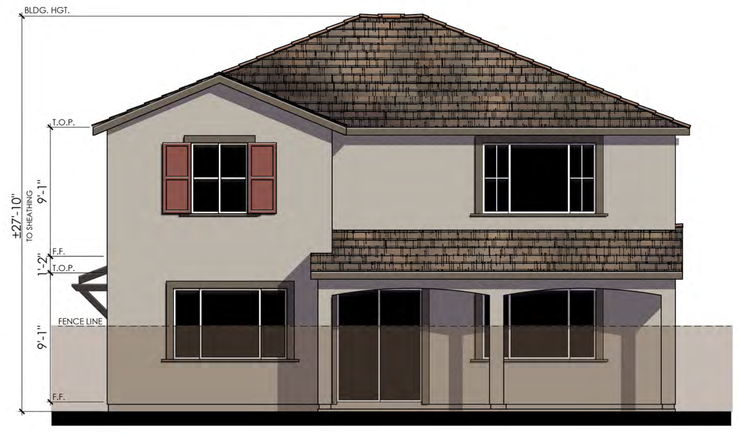
PLAN 3B (3180 "B")

COTTAGE ELEVATION

0 2 4 8 12



RIGHT



REAR

COLOR SCHEME 4

PLAN 3B (3180 "B")

COTTAGE ENHANCED ELEVATION

0 2 4 8 12

TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-30

Kevin L. Crook **Architect** Inc #21111



© 2022 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

FRONT



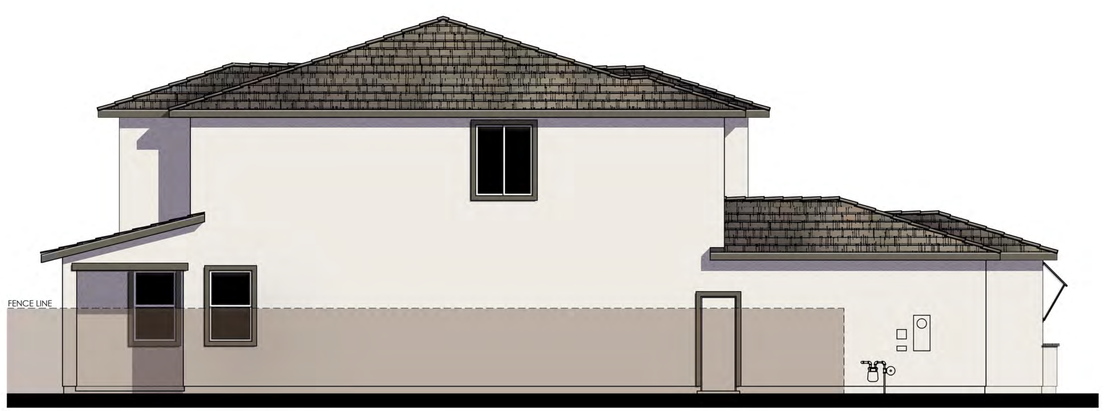
RIGHT

MATERIALS LEGEND
(WHERE OCCURS)

FRONT DOOR:	FIBERGLASS
GARAGE DOOR:	METAL SECTIONAL
ROOF:	CONCRETE FLAT TILE
FASCIA:	GUTTER, PAINT TO MATCH
WALL:	STUCCO
WINDOWS:	VINYL W/ GRIDS
SHUTTERS:	METAL PLANTATION
POT SHELF:	SIMULATED WOOD
WINDOW BOX:	SIMULATED WOOD
TRIM:	STUCCO OVER RIGID FOAM
DOWNSPOUTS:	DRAIN TO SPLASH BLOCKS, LOCATIONS TO BE DETERIMINED



REAR



LEFT

COLOR SCHEME 7

PLAN 3C (3180 "C")

MODERN SEASIDE ELEVATION

0 2 4 8 12

TTLC MANAGEMENT INC

TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-31

Kevin L. Crook **Architect** Inc #21111



RIGHT



REAR

COLOR SCHEME 7

PLAN 3C (3180 "C")

MODERN SEASIDE ENHANCED ELEVATION

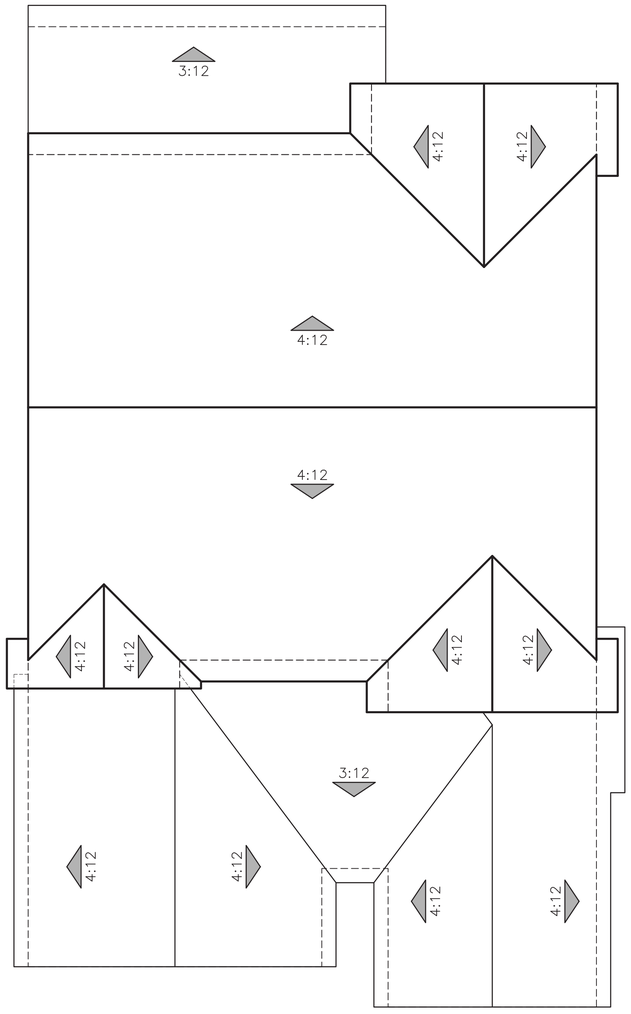
0 2 4 8 12

TTLC MANAGEMENT INC

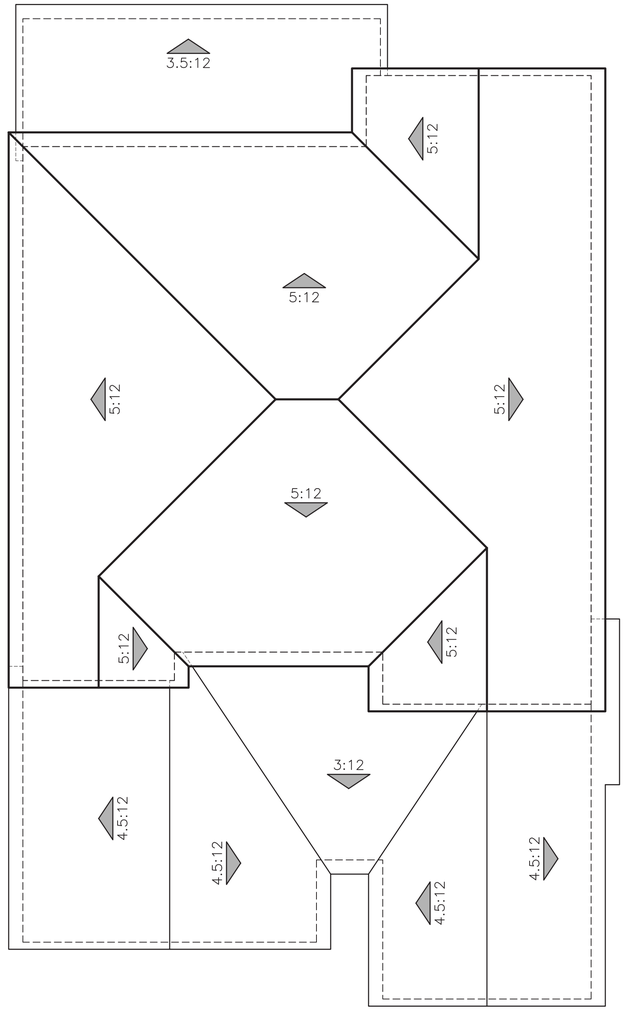
TEXAS STREET 35
REDLANDS, CA

09.21.2022
A-32

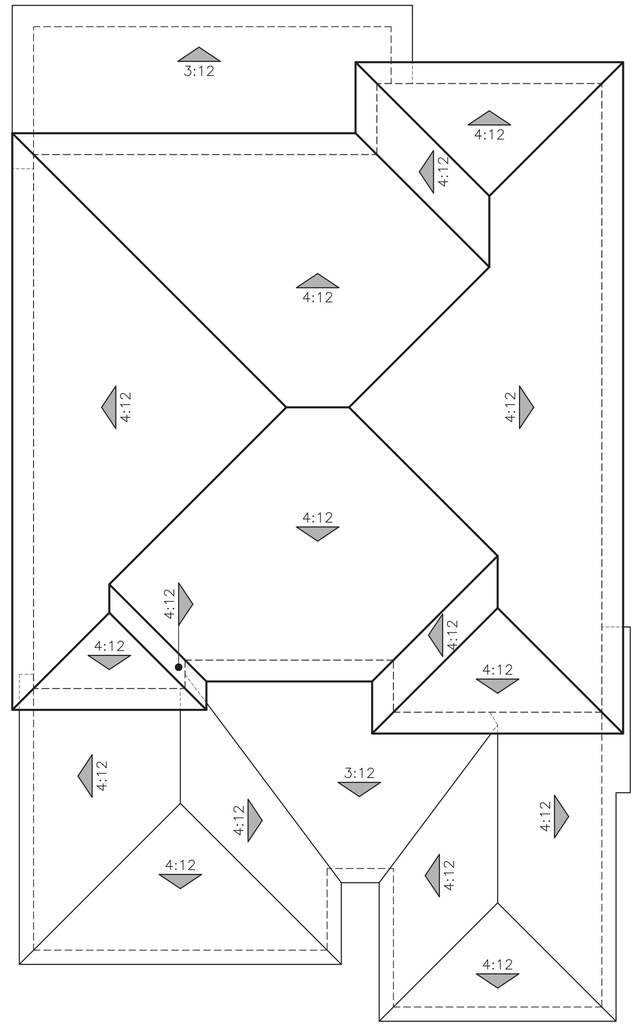
Kevin L. Crook **Architect** Inc #21111



"A" SPANISH



"B" COTTAGE



"C" MODERN SEASIDE

ROOF PLANS

PLAN 3 (3180)

0 2 4 8 12

TEXAS STREET 35

REDLANDS, CA

JOB # 21111

CREATED 12/21/2021

"A" ELEVATIONS SPANISH	SCHEME 1	SCHEME 2	SCHEME 3
MAIN STUCCO PAINT BODY	SW7037 BALANCED BEIGE	SW7004 SNOWBOUND	SW6113 INTERACTIVE CREAM
FASCIA / TRIM / GARAGE DOOR	SW7041 VAN DYKE BROWN	SW7034 STATUS BROZNE	SW9099 SADDLE UP
FRONT DOOR / SHUTTERS	SW0033 REMBRANDT RUBY	SW0048 BUNGLEHOUSE BLUE	SW2816 RKWD DARK GREEN
GABLE END DETAIL	SW6061 TANBARK	SW6061 TANBARK	SW6061 TANBARK
WROUGHT IRON	SW6990 CAVIAR	SW6990 CAVIAR	SW6990 CAVIAR
TERRACOTTA PAVERS 11.8" x 11.8"	SALTILLO TILES SQUARE SAT-SQ1	SALTILLO TILES SQUARE SAT-SQ1	SALTILLO TILES SQUARE SAT-SQ1
ROOF: LOW PROFILE "S" (VILLA)	1VICS6464 CA MISSION BLEND	1VICS6464 CA MISSION BLEND	1VICS6464 CA MISSION BLEND
BARROCO FP	CHAPALA TB86-FP	APRILIA TB166-FP	MONTERONI TB154-FP

"B" ELEVATIONS COTTAGE	SCHEME 4	SCHEME 5	SCHEME 6
MAIN STUCCO PAINT BODY	SW7023 REQUISITE GRAY	SW6107 NOMADIC DESERT	SW6079 DIVERSE BEIGE
FASCIA / TRIM	SW7026 GRIFFIN	SW6111 COCONUT HUSK	SW6082 COBBLE BROWN
LAP SIDING / GARAGE DOOR	SW7025 BACKDROP	SW6109 HOPSACK	SW9084 COCOA WHIP
FRONT DOOR / SHUTTERS	SW0006 TOILE RED	SW6215 ROCKY RIVER	SW7665 WALL STREET
ROOF: FLAT	1FBCJ3181 SMOKEY TOPAZ BLD	1FBCJ3181 SMOKEY TOPAZ BLD	1FBCJ3181 SMOKEY TOPAZ BLD
BRICK:	CS ANTIQUE RED USED	CS HIGH DESERT USED	ES LATIGO TUNDRA
GROUT:	MAC MISTY COVE	MAC MISTY COVE	MAC MISTY COVE

"C" ELEVATIONS MODERN SEASIDE	SCHEME 7	SCHEME 8	SCHEME 9
MAIN STUCCO PAINT BODY	SW7004 SNOWBOUND	SW6148 WOOL SKEIN	SW9085 TOUCH OF SAND
FASCIA / TRIM	SW7047 POPOISE	SW6152 SUPERIOR BRONZE	SW9090 CARAIBE
GARAGE DOOR	SW9171 FELTED WOOL	SW9117 URBAN JUNGLE	SW9088 UTAUPEIA
FRONT DOOR / SHUTTERS / AWNINGS	SW0032 NEEDLEPOINT NAVY	SW6202 CAST IRON	SW7592 CRABBY APPLE
WROUGHT IRON	SW6990 CAVIAR	SW6990 CAVIAR	SW6990 CAVIAR
ROOF: FLAT - COUNTRY SLATE	1FECY0300 BRONZE PEARL BLD	1FECY0300 BRONZE PEARL BLD	1FECY0300 BRONZE PEARL BLD
TERRACOTTA PAVERS 11.8" x 11.8"	SALTILLO TILES SQUARE SAT-SQ1	SALTILLO TILES SQUARE SAT-SQ1	SALTILLO TILES SQUARE SAT-SQ1

PAINT:	SHERWIN WILLIAMS
ROOF:	BORAL
VENEER:	CULTURED STONE / ELDORADO
GROUT:	ORCO or EQUAL
PAVERS:	CASA CASTILLO
DECORATIVE TILE:	CASA CASTILLO

ALL FLASHING, GUTTERS, DOWNSPOUTS ETC. TO BE PAINTED TO **MATCH** ADJACENT SURFACE. ALL PAINT BREAKS TO BE CUT AT INSIDE CORNERS.
Todas las tapajuntas, cañaleras, cañalones, etc. seran pintadas para **igualar** la superficie de junto. Todas las restauras de pintura se cortaran en las esquinas interiores.
Las elevaciones de los lados y traceras recibiran el mismo tratamiento que las delanteras.

TTLC MANAGEMENT INC

Kevin L. Crook **Architect** Inc

PLANNING + ARCHITECTURE

WRITTEN COLOR SCHEMES

SPANISH
SCHEME #1



TTLC MANAGEMENT INC

TEXAS STREET 35

REDLANDS, CA

#21111
DEC. 21, 2021

Kevin L. Crook Architect Inc
PLANNING + ARCHITECTURE

SPANISH
SCHEME #2



TTLC MANAGEMENT INC

TEXAS STREET 35

REDLANDS, CA

#21111
DEC. 21, 2021

Kevin L. Crook Architect Inc
PLANNING + ARCHITECTURE

SPANISH
SCHEME #3



TTLC MANAGEMENT INC

TEXAS STREET 35

REDLANDS, CA

#21111
DEC. 21, 2021

Kevin L. Crook Architect Inc
PLANNING + ARCHITECTURE

COLOR BOARDS - “A” SPANISH

*COLORS MAY VARY DUE TO SCREEN AND PRINTER CALIBRATION. REFER TO PAINT CHIPS AND MATERIAL BOARDS FOR ACTUAL COLORS.

COTTAGE
SCHEME #4



TTLC MANAGEMENT INC.

TEXAS STREET 35

REDLANDS, CA

#21111
DEC. 21, 2021

Kevin L. Crook **Architect** Inc
PLANNING + ARCHITECTURE

COTTAGE
SCHEME #5



TTLC MANAGEMENT INC.

TEXAS STREET 35

REDLANDS, CA

#21111
DEC. 21, 2021

Kevin L. Crook **Architect** Inc
PLANNING + ARCHITECTURE

COTTAGE
SCHEME #6



TTLC MANAGEMENT INC.

TEXAS STREET 35

REDLANDS, CA

#21111
DEC. 21, 2021

Kevin L. Crook **Architect** Inc
PLANNING + ARCHITECTURE

COLOR BOARDS - “B” COTTAGE

MODERN SEASIDE
SCHEME #7



TTLC MANAGEMENT INC.

TEXAS STREET 35

REDLANDS, CA

#21111
DEC. 21, 2021

Kevin L. Crook **Architect** Inc
PLANNING + ARCHITECTURE

MODERN SEASIDE
SCHEME #8



TTLC MANAGEMENT INC.

TEXAS STREET 35

REDLANDS, CA

#21111
DEC. 21, 2021

Kevin L. Crook **Architect** Inc
PLANNING + ARCHITECTURE

MODERN SEASIDE
SCHEME #9



TTLC MANAGEMENT INC.

TEXAS STREET 35

REDLANDS, CA

#21111
DEC. 21, 2021

Kevin L. Crook **Architect** Inc
PLANNING + ARCHITECTURE

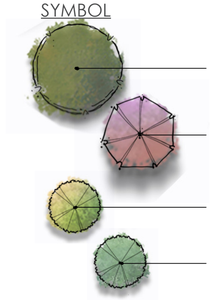
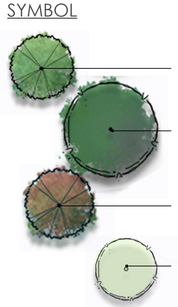
COLOR BOARDS - “C” MODERN SEASIDE



SITE PLAN LANDSCAPE KEY

1. PARKWAY PLANTING
2. SIDEWALK
3. 12' WIDE ASPHALT BIKE PATH
4. 12' WIDE CONCRETE BIKE & PEDESTRIAN PATH
5. RECREATION LAWN
6. "RIVER WASH" THEME PLANTING
7. PLAY AREA WITH FIBAR MULCH SURFACE SMALL STRUCTURES & SHADE TREES WITH SEATING
8. 12' WIDE FIRE ACCESS
9. PLAY LAWN AND SEATING AREA
10. CONNECTION TO EXISTING TRAIL
11. PARALLEL PARKING (9' X 18' TYP.)
12. PRIVATE OUTDOOR LIVING SPACE, 25' MIN. DIMENSION TYPICAL
13. 8' WIDE DECOMPOSED GRANITE
14. BASIN

TREE LEGEND

SYMBOL	SPECIES
	**DECIDUOUS SKYLINE TREE** PLATANUS RACEMOSA/ CALIFORNIA SYCAMORE
	DECIDUOUS FLOWERING TREE KOELREUTARIA BIPINNATA / CHINESE FLAME TREE
	DECIDUOUS SHADE TREE LAGERSTROEMIA INDICA / CRAPE MYRTLE
	DECIDUOUS SHADE TREE CHILOPSIS LINEARIS 'BUBBA' / DESERT WILLOW
	**DECIDUOUS STREET TREE** GINKGO BILOBA /GINKGO
	DECIDUOUS STREET TREE QUERCUS ENGELMANNII / ENGELMANN OAK
	STREET TREE TABEBUIA ROSEA / PINK TRUMPET
	NEIGHBORHOOD TREE PER OWNERS

0' 50' 100' 200' 300'
SCALE 1" = 50'

NORTH

rrm design group

TEXAS STREET SUBDIVISION

REDLANDS, CALIFORNIA

CONCEPTUAL LANDSCAPE PLAN

January 13, 2023 TTLC Redlands Texas St. LLC

L1

PARKING AREA 9' X 18' TYP.

TEXAS STREET

STREET A

STREET B

STREET C

PRIVATE OUTDOOR LIVING SPACE, 25' MIN. DIMENSION TYPICAL

ISRAEL BEAL PARK

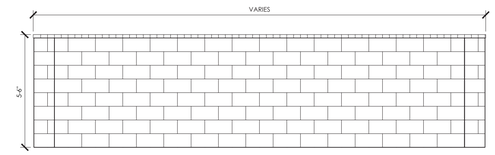
SHOOTING CLUB ACCESS ROAD

1302 1303 1304 1305 1306 1307 1308 1309

SITE LANDSCAPE LEGEND

- 5'-6" SLUMPSTONE CMU WALL WITH BRICK CAP COLOR: SAND
- EXISTING 5'-6" SLUMPSTONE WALL
- 36" H 360 DEGREE BOLLARD ON CONCRETE PLINTH
- MB1 POTENTIAL MAILBOX LOCATION

WALL ELEVATION





SLUMPSTONE BLOCK WALL: CONCEPT



Finish

Pangard III®, offered exclusively by Landscape Forms, is a 19 step program of cleaning, priming, and powdercoating that resists rusting, chipping, peeling and fading to produce the finest metal finish available for site furniture and outdoor lighting. In addition, Pangard III® contains no heavy metals and is free of Hazardous Air Pollutants.

To Order

Specify: Product, Lamp, Drive Current, Color Temperature, Input Voltage, Mounting Option, and Powdercoat Color.

Product	Lamp	Drive Current	Color Temp.	Input Voltage	Mounting
AP ASHBERY	006L4 (6 LED, Type 4)	035F (Standard Output)	40K (4000K)	UV1 (100-277VAC)	SM (Surface Mount)
	012L5 (12 LED, Type 5)		35K (3500K)		
			30K (3000K)		

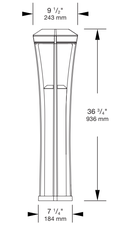
EXAMPLE: AP – 006L4 – 035F – 35K – UV1 – SM – Powdercoat Color

Product Modifications

Don't see what you are looking for? Our goal is to partner with you as the designer to manufacture solutions needed for the space you are creating. We offer the option to modify our standard product to meet certain design specifications or needs. Contact your local Landscape Forms representative to learn more about these offerings.

Warranty

LED lighting products are warranted for six years.



BOLLARD:
"ASHBERY" BY LANDSCAPE FORMS

0' 50' 100' 200' 300'

SCALE 1" = 50'

NORTH

rrm design group

TEXAS STREET SUBDIVISION

REDLANDS, CALIFORNIA

LANDSCAPE FEATURE DIAGRAM

January 13, 2023 TTLC Redlands Texas St. LLC

L2



OPEN SPACE LEGEND

- ACTIVE OPEN SPACE
- UNDEVELOPED
- CDFW RAFSS HABITAT
- WATERS OF THE STATE
- ACTIVE OPEN SPACE RECREATION AREA FOR SHOOTING FACILITY

OPEN SPACE CALCULATIONS

OPEN SPACE	AREA S.F.	PERCENTAGE
ACTIVE OPEN SPACE	126,027	49%
UNDEVELOPED	83,199	33%
CDFW RAFSS HABITAT	29,185	11%
WATERS OF THE STATE	2,613	1%
ACTIVE OPEN SPACE RECREATION AREA FOR SHOOTING FACILITY	15,246	6%
TOTAL	**257,004**	**100%**

0' 50' 100' 200' 300'
SCALE 1" = 50'

NORTH

rrm design group

TEXAS STREET SUBDIVISION

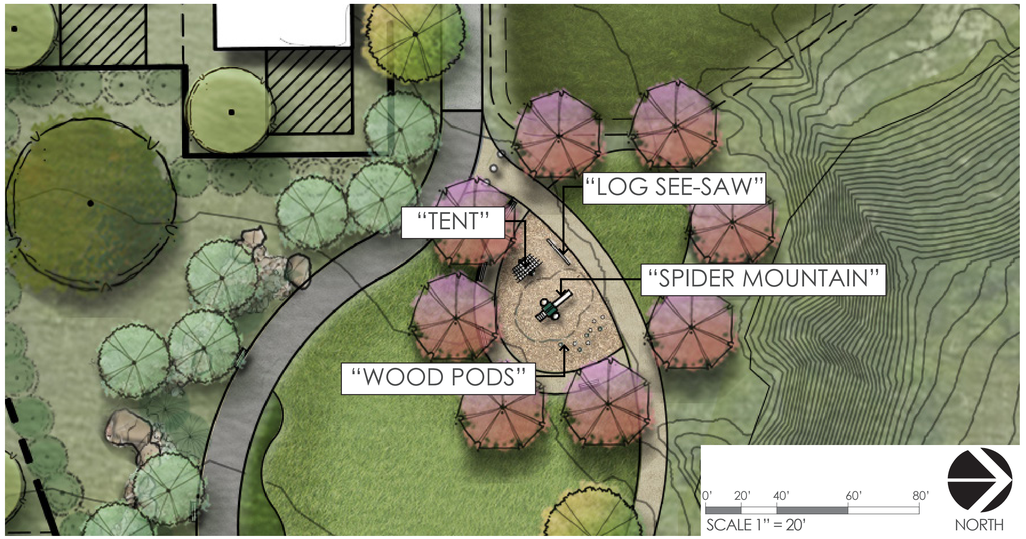
REDLANDS, CALIFORNIA

OPEN SPACE DIAGRAM

January 13, 2023 TTLC Redlands Texas St. LLC

L3

ENLARGEMENT PLAN



LANDSCAPE NOTES

PLANTING DESIGN CRITERIA

BASED ON THE CITY OF REDLANDS CITYWIDE DESIGN GUIDELINES, THE PLANT PALETTE BELOW IS COMPRISED OF PLANT MATERIALS AND TREES KNOWN TO THRIVE IN THE LOCAL CLIMATE AND SOIL CONDITIONS. THE PLANT PALETTE IS COMPRISED OF PLANTS NATIVE TO MEDITERRANEAN CLIMATES. 20% OR LESS OF THE PLANT MATERIAL WILL REQUIRE MODERATE WATER, AND THE REMAINDER WILL REQUIRE LOW TO VERY LOW WATER ONCE ESTABLISHED. THIS PLANT PALETTE COUPLE WITH THE IRRIGATION SYSTEM DESCRIBED AT THE LEFT WILL MEET OR EXCEED THE STATE AND LOCAL STANDARDS FOR WATER CONSERVATION THROUGH WATER EFFICIENT LANDSCAPE IRRIGATION DESIGN. 90% OF ORNAMENTAL SHRUBS AND GRASSES BY AREA WILL BE 1 GALLON CONTAINERS SPACED ON AVERAGE 30" O.C. 10% OF PLANTING BY AREA WILL BE 5 GALLON CONTAINERS, AND WILL BE UTILIZED FOR SPECIMEN PLANTING AND SCREENING.

LANDSCAPE SHALL NOT INTERFERE WITH FIRE APPLIANCES, FIRE ACCESS, OR EGRESS.

ALL ABOVE UTILITIES WILL BE SCREENED WITH VEGETATION.

IRRIGATION DESIGN CRITERIA

A WEATHER SENSING, 'SMART CONTROLLER' WILL BE USED TO MONITOR THE IRRIGATION WATER AND MANAGE DAILY WATER CONSUMPTION TO THE MINIMUM REQUIREMENTS FOR EACH HYDROZONE.

ALL TREES, POTTERY, SHRUB AND GROUNDCOVER AREAS WILL BE IRRIGATED ON SEPARATE HYDROZONES WITH DRIP OR BUBBLER IRRIGATION, SO THAT ONCE ESTABLISHED, WATER CAN BE REGULATED IN A MORE EFFICIENT MANNER.
I CERTIFY THAT THIS PLANT PALETTE COUPLED WITH THE IRRIGATION SYSTEM DESCRIBED ABOVE WILL MEET OR EXCEED THE STATE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO).

SCOTT NEIMAN
LANDSCAPE ARCHITECT | CA LICENSE NUMBER 6104

LANDSCAPE CALCULATIONS

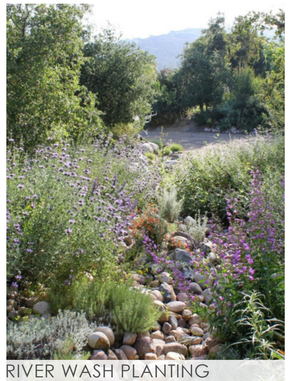
AREA TYPE	DESCRIPTION	AREA S.F.	%
PERVIOUS	LANDSCAPE- YARDS	171,488	26%
PERVIOUS	LANDSCAPE- PARKWAYS	15,684	3%
PERVIOUS	LANDSCAPE- OPEN SPACE	116,650	18%
PERVIOUS	OPEN SPACE- RIVER	130,670	20%
IMPERVIOUS	ROOFS	81,115	12%
IMPERVIOUS	STREETS	73,122	11%
IMPERVIOUS	SIDEWALKS/ DRIVEWAYS	40,173	7%
IMPERVIOUS	TRAIL PAVING	9,361	2%

PERVIOUS TOTAL		**434,492**	**68%**
IMPERVIOUS TOTAL		**203,771**	**32%**
TOTAL		**638,263**	**100%**

PRODUCT IMAGERY


BENCHES


FIBAR PLAY SURFACING


RIVER WASH PLANTING


"SPIDER MOUNTAIN" ROCK STRUCTURE


"WOOD PODS"


"LOG SEE SAW" STRUCTURE


"TENT" STRUCTURE

PLAY STRUCTURE CUTSHEETS

NATURE SERIES

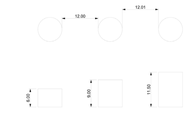
Woods pods

EP-NS-008 2-5 ans (ASTM & CSA)

IPEMA ASSOCIATE MEMBER







CHARACTERISTICS
Age Group : 2-5
Height : variable
Capacity : variable
Safety Zone US : variable

MATERIALS
Cedar tronk(s), 10" to 12" diameter.

ANCHORS TYPE
Freestanding; galvanized steel structure.

PLAY VALUE
This equipment favorises balance, stability, coordination and global motricity. It can be used by many users simultaneously, which encourages collaborative and social play. Moreover, the vestibular and proprioceptive systems are stimulated by this type of equipment, which helps to develop the perception of the body into space.

AVAILABLE COLORS - WOOD
White cedar, Black Locust

ELEPHANT PLAY 1-877-854-3319 info@elephantplay.com elephantplay.com

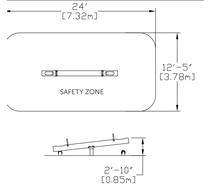
NATURE SERIES

Log See-Saw

EP-NS-002 (ASTM &CSA)

IPEMA ASSOCIATE MEMBER







CHARACTERISTICS
Age group: 5-12 years
Fall height: 35" (0.89 m)
Capacity: 6
Safety zone: 24' x 12'-5" (7.32m x 3.78m)

MATERIALS
Log : 8 to 12" dia. minimum peeled white cedar - may be shaped as a canoe or other shapes on demand
Mounting Brackets : Galvanized Steel
Fulcrum : Heavy Duty Steel

ANCHORS TYPE
In-ground Galvanized Steel freestanding footing or in concrete base 60" (1,50 m) depth.

PLAY VALUE
This play equipment has an important role in the development of the children's vestibular system. Having a strong vestibular system enhances the sense of the body in space, a better balance and a bigger capacity in sports in general. The Log See-Saw is a group play equipment where kids must communicate to make the log go up and down.

AVALAIBLE COLORS - STRUCTURE
Ral 1019, Ral 1023, Ral 1028, Ral 2004, Ral 3000, Ral 4003, Ral 4006, Ral 5002, Ral 5012, Ral 5021, Ral 6018, Ral 6019, Ral 6026, Ral 6027, Ral 7035, Ral 8024, Ral 9003, Silver matte, Noir

ELEPHANT PLAY 1-877-854-3319 info@elephantplay.com elephantplay.com

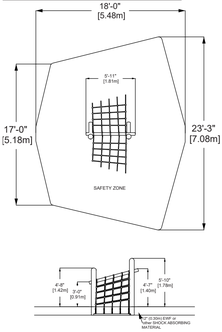
NATURE SERIES CUTSHEET 2021.09

Tent

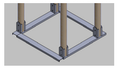
EP-NS-006 (ASTM & CSA)

IPEMA ASSOCIATE MEMBER





FREESTANDING ANCHOR



CHARACTERISTICS
Age group: 2-5 years old
Fall height: 4'-7"
Height (structure): 5'-10"
Capacity: 12
Safety Zone: 17'-12" (5,5m) x 23'-3" (7.1m)
This equipment must be installed on leveled ground.

MATERIALS
Structure: Cedar tronk(s), minimum 6" diameter. Protection applied in the workshop. If you want to avoid graying, protection must be applied annually.
Ropes: braided UV-resistant nylon over seven (7) galvanized steel cables; 0,8" (20mm) diameter
Mechanical Assembly: seamless 2" (51mm) diameter aluminum mechanical cross joint castings.

ANCHORS TYPE
Freestanding; galvanized steel structure.
The base shoud be at least 36" or deeper deepending on the frost line in your area. The equipment is design to be installed in a 12" (300mm) of resilient material (EWF, rubber or sand).

PLAY VALUE
This equipment favorises balance, stability, coordination and global motricity. It can be used by many users simultaneously, which encourages collaborative and social play. Moreover, the vestibular and proprioceptive systems are stimulated by this type of equipment, which helps to develop the perception of the body into space.

AVAILABLE WOOD
Eastern white cedar is installed by default.
The robinia is also available on request at an additional cost.
White cedar, Black Locust

AVAILABLE COLORS - PAINT
Ral 1019, Ral 1023, Ral 1028, Ral 2004, Ral 3000, Ral 3022, Ral 4003, Ral 4006, Ral 5002, Ral 5012, Ral 5017, Ral 5021, Ral 6018, Ral 6019, Ral 6026, Ral 6027, Ral 7035, Ral 8024, Ral 9003, Silver matt, Black

AVAILABLE COLORS - CABLES
Black, Blue, Green, Red

ELEPHANT PLAY 1 877 854-3319 info@elephantplay.com elephantplay.com

rrm design group

TEXAS STREET SUBDIVISION

REDLANDS, CALIFORNIA

LANDSCAPE CALCULATIONS & IMAGERY

January 13, 2023 TTLC Redlands Texas St. LLC

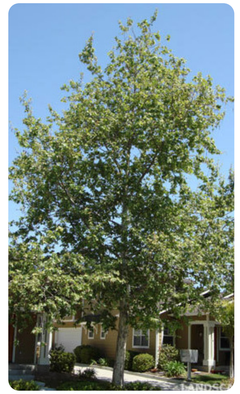
L4


CHILOPSIS LINEARIS ‘BUBBA’

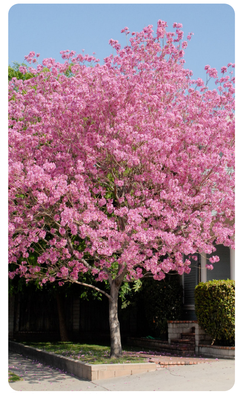

GINKGO BILOBA


KOELREUTARIA BIPINNATA


LAGERSTROEMIA INDICA


PLATANUS RACEMOSA


QUERCUS ENGELMANNII


TABEBUIA ROSEA


AGAVE ATTENUATA


AGAVE X ‘BLUE FLAME’


ARISTIDA PURPUREA


BACCHARIS ‘PIGEON POINT’


CAREX PRAEGRACILIS


CRASSULA ‘JADE BLUE’


DIANELLA ‘CASSA BLUE’


EPILOBIUM CANUM


EUPHORBIA RIGIDA

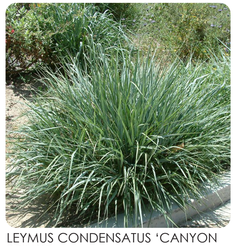

ERIGERON KARVINSKIANUS


JUNCUS ‘ELK BLUE’


HESPERALOE PARVIFLORA


LAVANDULA ANGUSTIFOLIA


LESSINGIA ‘SILVER CARPET’


LEYMUS CONDENSATUS ‘CANYON PRINCE’


LOMANDRA LONGIFOLIA ‘BREEZE’


MUHLENBERGIA RIGENS


MYOPORUM PARVIFOLIUM


ROSMARINUS OFFICINALIS


SALVIA APIANA ‘COMPACTA’


SALVIA ‘POZO BLUE’


SALVIA LEUCANTHA ‘SANTA BARBARA’

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Document Package

Landscape Area Sector Type: [x] Residential
(select one) [ ] Non-Residential

Reference Evapotranspiration (Eto) 55.6

Hydrozone # /Planting Description*	Location	Plant Factor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area (Sq, ft)	ETAF x Area	Estimated Total Water Use (ETWU)
Regular Landscape Areas								
- Landscape	Site	0.25	Drip	0.81	0.31	91342	28191.98	971,834
- Turf	Park	0.8	Spray	0.77	1.04	15052	15638.44	539,088

Average	Average	Total	Total	Total
0.79	0.67	106394	43830.42	1510922.13

Average ETAF for Regular Landscape Areas (circle one): **In compliance** **Not in Compliance**

Special Landscape Areas

			1	0	0	0
			1	0	0	0
			1	0	0	0
		Totals		0	0	

Total Landscape Area	**106,394**
ETWU Total	**1,510,922**
Maximum Allowed Water Allowance (MAWA)	**1,650,426**

CONCEPTUAL PLANT PALETTE

TREES	TYPE	SIZE
CHILOPSIS LINEARIS ‘BUBBA’	DECIDUOUS FLOWERING	15 GAL
GINKGO BILOBA	DECIDUOUS	15 GAL
KOELREUTARIA BIPINNATA	DECIDUOUS FLOWERING	15 GAL
LAGERSTROEMIA INDICA	DECIDUOUS SHADE	15 GAL
OLEA WILSONII	FRUITLESS EVERGREEN	15 GAL
PLATANUS RACEMOSA	MULTI-TRUNK DECIDUOUS	15 GAL
QUERCUS ENGELMANNII	EVERGREEN	24" BOX
TABEBUIA ROSEA	DECIDUOUS FLOWERING	15 GAL

SHRUBS	COMMON NAME	SIZE
AGAVE ATTENUATA	AGAVE	1 GAL
AGAVE X ‘BLUE FLAME’	BLUE FLAME AGAVE	1 GAL
ARISTIDA PURPUREA	PURPLE THREE-AWN	1 GAL
BACCHARIS ‘PIGEON POINT’	DWARF COYOTE BRUSH	1 GAL
CAREX PRAEGRACILIS	SEDGE GRASS	1 GAL
CRASSULA ‘JADE BLUE’	SILVER DOLLAR JADE	1 GAL
DIANELLA ‘CASSA BLUE’	DIANELLA	1 GAL
EPILOBIUM CANUM	CALIFORNIA FUCHSIA	1 GAL
EUPHORBIA RIGIDA	DWARF SPURGE	1 GAL
ERIGERON KARVINSKIANUS	SANTA BARBARA DAISY	1 GAL
JUNCUS ‘ELK BLUE’	ELK BLUE RUSH	1 GAL
HESPERALOE PARVIFLORA	RED YUCCA	1 GAL
LAVANDULA ANGUSTIFOLIA	SPANISH LAVENDAR	1 GAL
LESSINGIA ‘SILVER CARPET’	SILVER CARPET BEACH ASTER	1 GAL
LEYMUS CONDENSATUS ‘CANYON PRINCE’	CANYON PRINCE WILD RYE	1 GAL
LOMANDRA LONGIFOLIA ‘BREEZE’	DWARF MAT RUSH	1 GAL
MUHLENBERGIA RIGENS	DEER GRASS	1 GAL
MYOPORUM PARVIFOLIUM	GROUNDCOVER MYOPORUM	1 GAL
PENSTEMON ‘MARGARITA BOP’	BEARDTONGUE	1 GAL
PEROVSKIA ‘LITTLE SPIRE’	RUSSIAN SAGE	1 GAL
RHAMNUS CALIFORNICA	COFFE BERRY	1 GAL
ROSMARINUS OFFICINALIS ‘TUSCAN BLUE’	ROSEMARY	1 GAL
SALVIA APIANA ‘COMPACTA’	COMPACT WHITE SAGE	1 GAL
SALVIA ‘POZO BLUE’	CLEVELAND SAGE	1 GAL
SALVIA LEUCANTHA ‘SANTA BARBARA’	MEXICAN BUSH SAGE	1 GAL
SANTOLINA CHAMAECYPARISSUS	SANTOLINA	1 GAL
SPHAERALCEA AMBIGUA	DESERT MALLOW	1 GAL
TEUCRIUM FRUTICANS	BUSH GERMANDER	1 GAL
VERBENA LILACINA ‘DE LA MINA’	ISLAND VERBENA	1 GAL

rrm design group

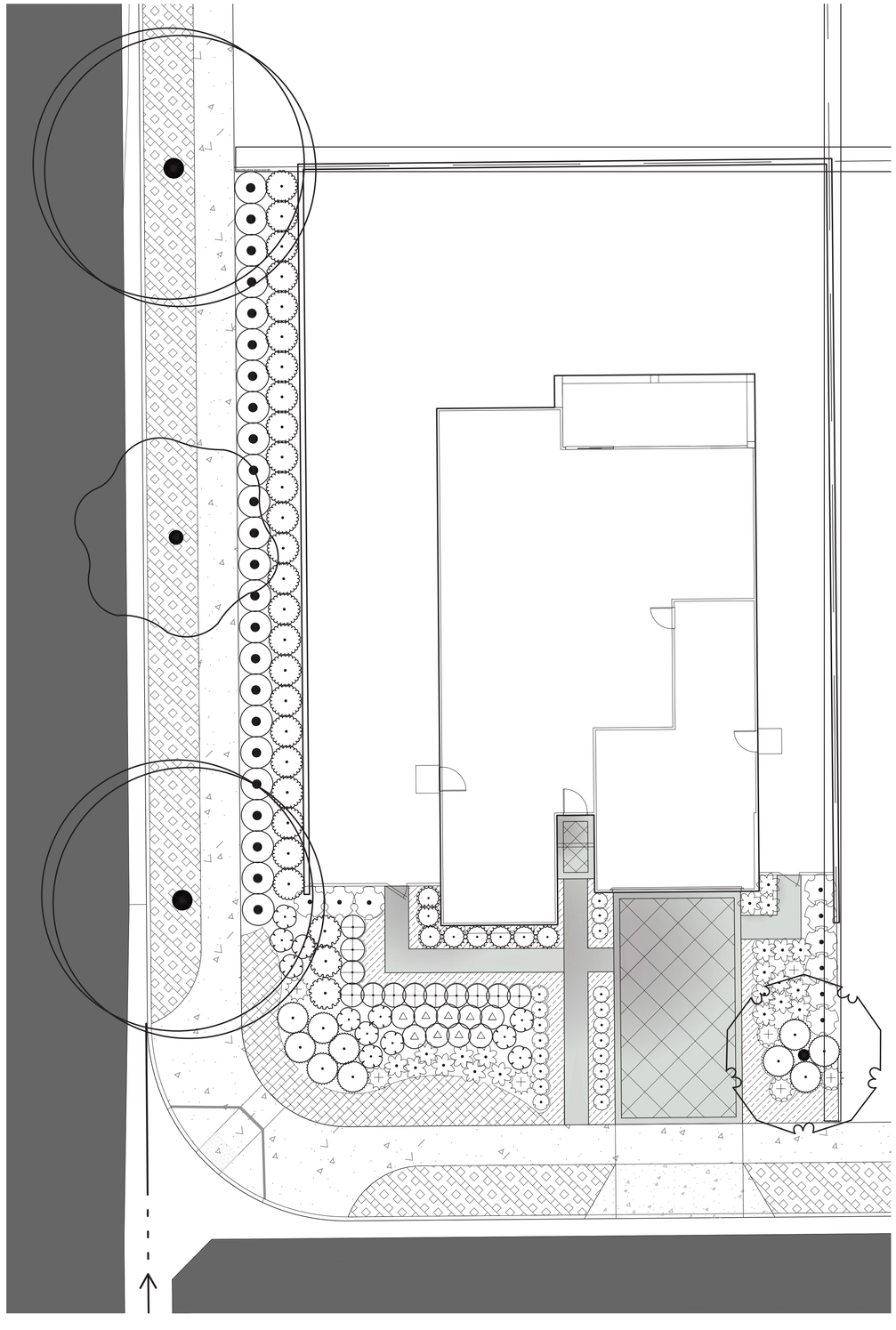
TEXAS STREET SUBDIVISION

REDLANDS, CALIFORNIA

PLANTING PALETTE AND WATER CALCS

January 13, 2023 TTLC Redlands Texas St. LLC

L5



PLANT_SCHEDULE_PLAN_A

TREES	BOTANICAL NAME	COMMON NAME	CONT		QTY
	GINKGO BILOBA	MAIDENHAIR TREE	15 GAL		1
	QUERCUS ENGELMANNII	ENGELMANN OAK	24"BOX		2
	TABEBUIA ROSEA	ROSY TRUMPET TREE	15 GAL		1
SHRUBS	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**QTY**
	ARCTOSTAPHYLOS EDMUNDSII *ARCTOSTAPHYLOS EDMUNDSII	LITTLE SUR MANZANITA *LITTLE SUR MANZANITA	1 GAL	48" O.C.	24
	CALLISTEMON VIMINALIS 'LITTLE JOHN' *CALLISTEMON VIMINALIS 'LITTLE JOHN'	LITTLE JOHN WEEPING BOTTLEBRUSH *LITTLE JOHN WEEPING BOTTLEBRUSH	1 GAL	36" O.C.	12
	CISTUS X 'SUNSET' *CISTUS X 'GRISEUS'	MAGENTA ROCKROSE *ORCHID ROCKROSE	1 GAL	48" O.C.	9
	COLEONEMA PULCHELLUM 'SUNSET GOLD' * COLEONEMA PULCHELLUM 'SUNSET GOLD'	SUNSET GOLD BREATH OF HEAVEN * SUNSET GOLD BREATH OF HEAVEN	1 GAL	36" O.C.	12
	DIETES IRIDIOIDES *DIETES IRIDIOIDES	FORTNIGHT LILY *FORNIGHT LILY	1 GAL	36" O.C.	8
	LAVANDULA HIDCOTE *LAVANDULA HIDCOTE	ENGLISH LAVENDER *ENGLISH LAVENDER	1 GAL	36" O.C.	9
	LOMANDRA LONGIFOLIA 'BREEZE' TM *LOMANDRA LONGIFOLIA 'BREEZE' TM	BREEZE MAT RUSH *BREEZE MAT RUSH	1 GAL	36" O.C.	21
	MAHONIA AQUIFOLIUM * MAHONIA AQUIFOLIUM	OREGON GRAPE * OREGON GRAPE	1 GAL	48" O.C.	24
	PHORMIUM TENAX 'BRONZE BABY' *PHORMIUM TENAX 'BRONZE BABY'	BRONZE BABY NEW ZEALAND FLAX *BRONZE BABY NEW ZEALAND FLAX	5 GAL	36" O.C.	7
	ROSMARINUS OFFICINALIS 'TUSCAN BLUE' *ERICAMERIA LARICIFOLIA	TUSCAN BLUE ROSEMARY *LARCHLEAF GOLDENWEED	1 GAL	48" O.C.	3
	SALVIA CHAMAEDRYOIDES *SALVIA CHAMAEDRYOIDES	MEXICAN BLUE SAGE *MEXICAN BLUE SAGE	1 GAL	36" O.C.	19
	SALVIA GREGGII *SALVIA MELIFERA	AUTUMN SAGE *BLACK SAGE	1 GAL	48" O.C.	10
GROUND COVERS	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**QTY**
	JUNIPERUS HORIZONTALIS 'ICEE BLUE' *JUNIPERUS HORIZONTALIS 'ICEE BLUE'	CREEPING JUNIPER *CREEPING JUNIPER	1 GAL	48" o.c.	17
	MYOPORUM PARVIFOLIUM *MYOPORUM PARVIFOLIUM	TRAILING MYOPORUM *TRAILING MYOPORUM	1 GAL	60" o.c.	69
	ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET' *AJUGA REPTANS	HUNTINGTON CARPET ROSEMARY *CARPET BUGLE	1 GAL	24" o.c.	73

*OPTIONAL SUBSTITUTE FOR SHADE APPLICATION.

NOTES

1. ALL REAR YARDS WILL BE LANDSCAPED BY THE PRIVATE HOMEOWNER IN THE FUTURE AND SHALL COMPLY WITH MWELO AT THAT TIME.
2. ALL PLANTING SHALL BE PRIVATELY MAINTAINED FOR THE LIFE OF THE PROJECT.
3. SEE CIVIL PLANS FOR SPECIFIC LOT GRADING AND DRAINAGE.
4. ALL LANDSCAPED AREAS TO RECEIVE MULCH. SEE SPECIFICATIONS FOR DEPTH AND TYPE.
5. PLANT LOCATIONS ON THE PLANS ARE DIAGRAMMATIC. CONTRACTOR SHALL LOCATE ALL PLANT MATERIAL UNDER THE SUPERVISION OF AN AUTHORIZED REPRESENTATIVE PRIOR TO PLANTING HOLE EXCAVATION.
6. THE AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO MAKE SUBSTITUTIONS, ADDITIONS, AND DELETIONS TO THE PLANTING LAYOUT AS WORK PROGRESSES.
7. PLANTING PLAN IS TYPICAL TO PLAN TYPE UNITS. REFER TO PARCEL MAP.
8. STREES TREES REQUIRED BY THE SPECIFIC PLAN MAY REQUIRE MODERATE WATER USAGE. SEE IRRIGATION PLANS FOR WATER USE CALCULATIONS.

NOTICE TO CONTRACTOR

THE LANDSCAPE PLAN PROVIDED IS A PROTOTYPICAL LANDSCAPE PLAN INTENDED TO BE ADJUSTED BASED ON THE ACTUAL LOT CONFIGURATION. ACTUAL PLANT LAYOUT SHALL BE PROVIDED IN SIMILAR PLANT DENSITIES AS SHOWN ON THIS PLAN. WHERE LOT SIZES ARE LARGER THAN THE TYPICAL SHOWN, THE CONTRACTOR SHALL INSTALL ADDITIONAL PLANT MATERIAL USING THE SAME DROUGHT TOLERANT PLANT PALETTE PROVIDED. THE FINAL LANDSCAPE LAYOUT SHALL MAINTAIN THE SAME MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) CONFORMANCE STANDARDS. THE LANDSCAPE ARCHITECT WILL WALK THE JOBSITE POST CONSTRUCTION TO CONFIRM MWELO CONFORMANCE WITH EACH LOT.

WELO CERTIFICATION OF COMPLIANCE

THIS TYPICAL LANDSCAPE PLAN, WHEN INSTALLED, WILL COMPLY WITH THE RIVERSIDE COUNTY MUNICIPAL CODE AND THE WATER CONSERVATION MANDATE 'WATER EFFICIENT LANDSCAPE ORDINANCE' (WELO) PREPARED IN ACCORDANCE WITH THE WATER EFFICIENT LANDSCAPE WORK SHEETS APPENDIX A AND APPENDIX B. THE WUCOLS VALUES WERE GIVEN IN THE PLANT APPENDICES LOCATED IN THE RICE RANCH SPECIFIC PLAN DESIGN GUIDELINES AND ARE USED TO DETERMINE PF (PLANT FACTOR) VALUE IN THE CALCULATION IN THE CONSTRUCTION DOCUMENT PHASE.

THE WATER CONSERVATION METHOD FOR THE NEW LANDSCAPE PLANT MATERIAL WILL HAVE A LOW TO LOW/MED PF (PLANT FACTOR) RATING AND THE ETWU (ESTIMATED TOTAL WATER USE) PER YEAR IS ESTIMATED TO BE WITH IN THE MAXIMUM ALLOWABLE WATER ALLOCATION (MAWA) WHICH WILL BE CALCULATED FOR THE PROJECT. ADDITIONALLY, A 'SMART CONTROLLER' WITH A CLIMATE CONTROL WEATHER STATION WILL BE USED TO MONITOR THE IRRIGATION WATER AND PRO-RATE DAILY WATER CONSUMPTION TO THE MINIMUM REQUIREMENTS FOR EACH HYDROZONE. ALL TREES WILL BE IRRIGATED ON SEPARATE SYSTEMS SO THAT ONCE ESTABLISHED, WATER CAN BE REGULATED IN A MORE EFFICIENT MANNER.

x

SCOTT NEIMAN, LANDSCAPE ARCHITECT RLA NO. 6104

0 8 16 24 32 feet

rrm design group

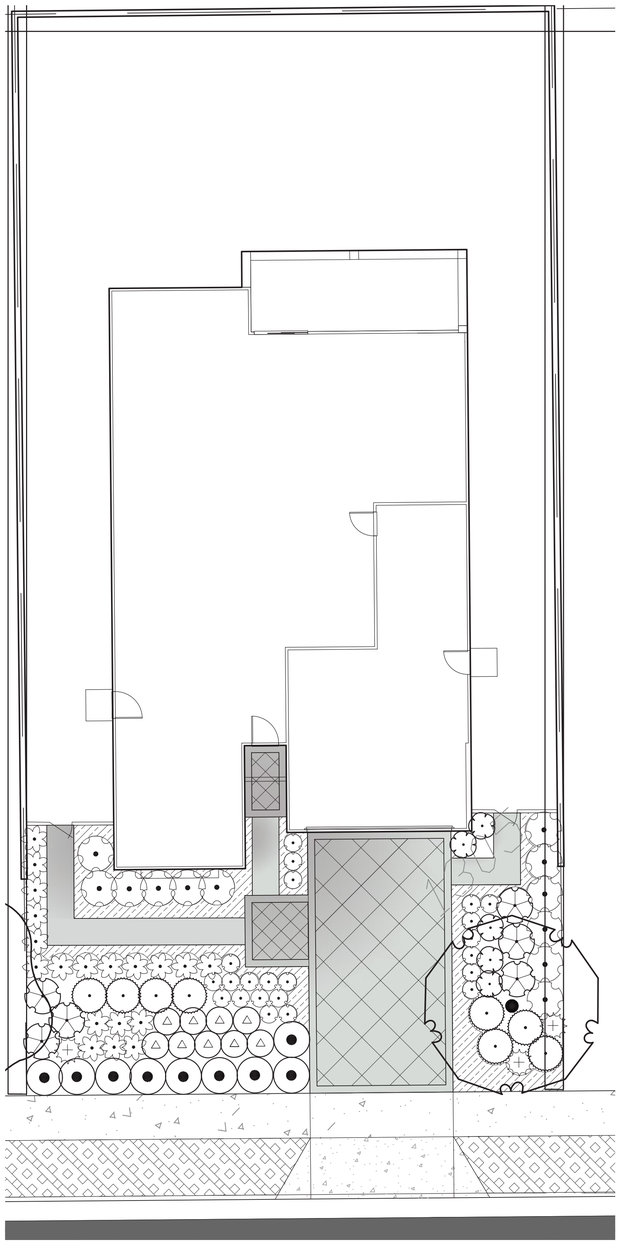
TEXAS STREET SUBDIVISION

REDLANDS, CALIFORNIA

LANDSCAPE TYPICAL - PLAN A

January 13, 2023 TTLC Redlands Texas St. LLC

L6



PLANT_SCHEDULE_PLAN_B

TREES	BOTANICAL NAME	COMMON NAME	CONT		QTY
	GINKGO BILOBA	MAIDENHAIR TREE	15 GAL		1
SHRUBS	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**QTY**
	ARCTOSTAPHYLOS EDMUNDSII *ARCTOSTAPHYLOS EDMUNDSII	LITTLE SUR MANZANITA *LITTLE SUR MANZANITA	1 GAL	48" O.C.	9
	CEANOTHUS T. 'HEART'S DESIRE' *CEANOTHUS GRISEUS	HEARTS DESIRE CEANOTHUS *CARMEL CEANOTHUS	5 GAL	48" O.C.	6
	CISTUS X 'SUNSET' *CISTUS X 'PURPUREUS'	MAGENTA ROCKROSE *ORCHID ROCKROSE	1 GAL	48" O.C.	12
	COLEONEMA PULCHELLUM 'SUNSET GOLD' * COLEONEMA PULCHELLUM 'SUNSET GOLD'	SUNSET GOLD BREATH OF HEAVEN * SUNSET GOLD BREATH OF HEAVEN	1 GAL	36" O.C.	5
	LAVANDULA HIDCOTE *LAVANDULA HIDCOTE	ENGLISH LAVENDER *ENGLISH LAVENDER	1 GAL	36" O.C.	9
	LOMANDRA LONGIFOLIA 'BREEZE' TM *LOMANDRA LONGIFOLIA 'BREEZE' TM	BREEZE MAT RUSH *BREEZE MAT RUSH	1 GAL	36" O.C.	19
	PHORMIUM TENAX 'BRONZE BABY' *PHORMIUM TENAX 'BRONZE BABY'	BRONZE BABY NEW ZEALAND FLAX *BRONZE BABY NEW ZEALAND FLAX	5 GAL	36" O.C.	3
	SALVIA CHAMAEDRYOIDES *SALVIA CHAMAEDRYOIDES	MEXICAN BLUE SAGE *MEXICAN BLUE SAGE	1 GAL	36" O.C.	22
	SALVIA GREGGII *SALVIA MELIFERA	AUTUMN SAGE *BLACK SAGE	1 GAL	48" O.C.	8
GROUND COVERS	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**QTY**
	MYOPORUM PARVIFOLIUM *MYOPORUM PARVIFOLIUM	TRAILING MYOPORUM *TRAILING MYOPORUM	1 GAL	60" o.c.	22
	ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET' *AJUGA REPTANS	HUNTINGTON CARPET ROSEMARY *CARPET BUGLE	1 GAL	24" o.c.	54

*OPTIONAL SUBSTITUTE FOR SHADE APPLICATION.

NOTES

1. ALL REAR YARDS WILL BE LANDSCAPED BY THE PRIVATE HOMEOWNER IN THE FUTURE AND SHALL COMPLY WITH MWELO AT THAT TIME.
2. ALL PLANTING SHALL BE PRIVATELY MAINTAINED FOR THE LIFE OF THE PROJECT.
3. SEE CIVIL PLANS FOR SPECIFIC LOT GRADING AND DRAINAGE.
4. ALL LANDSCAPED AREAS TO RECEIVE MULCH, SEE SPECIFICATIONS FOR DEPTH AND TYPE.
5. PLANT LOCATIONS ON THE PLANS ARE DIAGRAMMATIC. CONTRACTOR SHALL LOCATE ALL PLANT MATERIAL UNDER THE SUPERVISION OF AN AUTHORIZED REPRESENTATIVE PRIOR TO PLANTING HOLE EXCAVATION.
6. THE AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO MAKE SUBSTITUTIONS, ADDITIONS, AND DELETIONS TO THE PLANTING LAYOUT AS WORK PROGRESSES.
7. PLANTING PLAN IS TYPICAL TO PLAN TYPE UNITS. REFER TO PARCEL MAP.
8. STREES TREES REQUIRED BY THE SPECIFIC PLAN MAY REQUIRE MODERATE WATER USAGE. SEE IRRIGATION PLANS FOR WATER USE CALCULATIONS.

NOTICE TO CONTRACTOR

THE LANDSCAPE PLAN PROVIDED IS A PROTOTYPICAL LANDSCAPE PLAN INTENDED TO BE ADJUSTED BASED ON THE ACTUAL LOT CONFIGURATION. ACTUAL PLANT LAYOUT SHALL BE PROVIDED IN SIMILAR PLANT DENSITIES AS SHOWN ON THIS PLAN. WHERE LOT SIZES ARE LARGER THAN THE TYPICAL SHOWN, THE CONTRACTOR SHALL INSTALL ADDITIONAL PLANT MATERIAL USING THE SAME DROUGHT TOLERANT PLANT PALETTE PROVIDED. THE FINAL LANDSCAPE LAYOUT SHALL MAINTAIN THE SAME MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) CONFORMANCE STANDARDS. THE LANDSCAPE ARCHITECT WILL WALK THE JOBSITE POST CONSTRUCTION TO CONFIRM MWELO CONFORMANCE WITH EACH LOT.

WELO CERTIFICATION OF COMPLIANCE

THIS TYPICAL LANDSCAPE PLAN, WHEN INSTALLED, WILL COMPLY WITH THE RIVERSIDE COUNTY MUNICIPAL CODE AND THE WATER CONSERVATION MANDATE 'WATER EFFICIENT LANDSCAPE ORDINANCE' (WELO) PREPARED IN ACCORDANCE WITH THE WATER EFFICIENT LANDSCAPE WORK SHEETS APPENDIX A AND APPENDIX B. THE WUCOLS VALUES WERE GIVEN IN THE PLANT APPENDICES LOCATED IN THE RICE RANCH SPECIFIC PLAN DESIGN GUIDELINES AND ARE USED TO DETERMINE PF (PLANT FACTOR) VALUE IN THE CALCULATION IN THE CONSTRUCTION DOCUMENT PHASE.

THE WATER CONSERVATION METHOD FOR THE NEW LANDSCAPE PLANT MATERIAL WILL HAVE A LOW TO LOW/MED PF (PLANT FACTOR) RATING AND THE ETWU (ESTIMATED TOTAL WATER USE) PER YEAR IS ESTIMATED TO BE WITH IN THE MAXIMUM ALLOWABLE WATER ALLOCATION (MAWA) WHICH WILL BE CALCULATED FOR THE PROJECT. ADDITIONALLY, A 'SMART CONTROLLER' WITH A CLIMATE CONTROL WEATHER STATION WILL BE USED TO MONITOR THE IRRIGATION WATER AND PRO-RATE DAILY WATER CONSUMPTION TO THE MINIMUM REQUIREMENTS FOR EACH HYDROZONE. ALL TREES WILL BE IRRIGATED ON SEPARATE SYSTEMS SO THAT ONCE ESTABLISHED, WATER CAN BE REGULATED IN A MORE EFFICIENT MANNER.

x

SCOTT NEIMAN, LANDSCAPE ARCHITECT RLA NO. 6104

0 8 16 24 32 feet

1"=8'

rrm design group

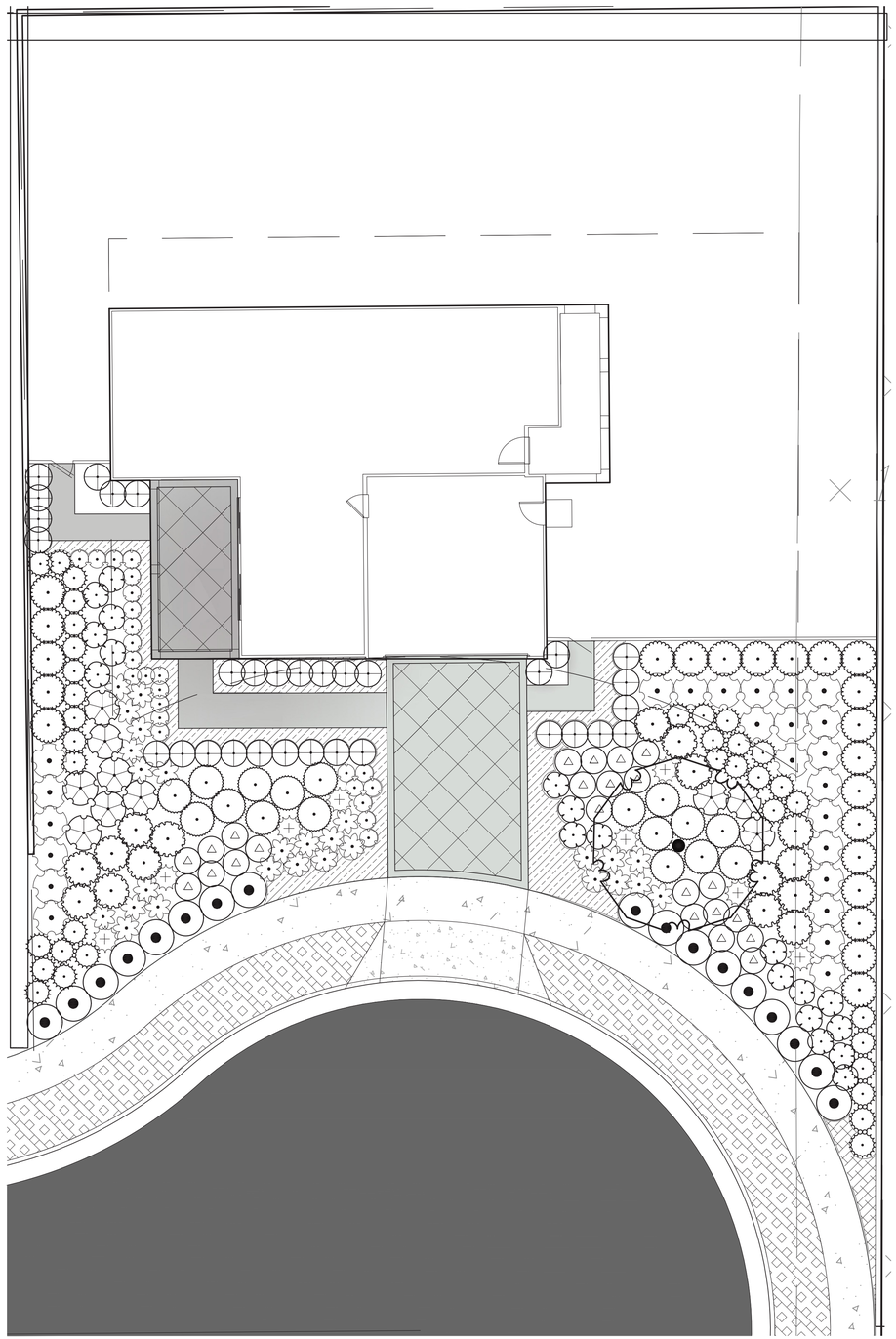
TEXAS STREET SUBDIVISION

REDLANDS, CALIFORNIA

LANDSCAPE TYPICAL - PLAN B

January 13, 2023 TTLC Redlands Texas St. LLC

L7



PLANT_SCHEDULE_PLAN_C

TREES	BOTANICAL NAME	COMMON NAME	CONT		QTY
	GINKGO BILOBA	MAIDENHAIR TREE	15 GAL		1
SHRUBS	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**QTY**
	ARCTOSTAPHYLOS EDMUNDSII *ARCTOSTAPHYLOS EDMUNDSII	LITTLE SUR MANZANITA *LITTLE SUR MANZANITA	1 GAL	48" O.C.	17
	CALLISTEMON VIMINALIS 'LITTLE JOHN' *CALLISTEMON VIMINALIS 'LITTLE JOHN'	LITTLE JOHN WEEPING BOTTLEBRUSH *LITTLE JOHN WEEPING BOTTLEBRUSH	1 GAL	36" O.C.	32
	CEANOTHUS T. 'HEART'S DESIRE' *CEANOTHUS GRISEUS	HEARTS DESIRE CEANOTHUS *CARMEL CEANOTHUS	5 GAL	48" O.C.	10
	CISTUS X 'SUNSET' *CISTUS X 'PURPUREUS'	MAGENTA ROCKROSE * ORCHID ROCKROSE	1 GAL	48" O.C.	24
	COLEONEMA PULCHELLUM 'SUNSET GOLD' * COLEONEMA PULCHELLUM 'SUNSET GOLD'	SUNSET GOLD BREATH OF HEAVEN *SUNSET GOLD BREATH OF HEAVEN	1 GAL	36" O.C.	19
	DIETES IRIDIOIDES *DIETES IRIDIOIDES	FORTNIGHT LILY *FORNIGHT LILY	1 GAL	36" O.C.	36
	LAVANDULA HIDCOTE *LAVANDULA HIDCOTE	ENGLISH LAVENDER *ENGLISH LAVENDER	1 GAL	36" O.C.	23
	LOMANDRA LONGIFOLIA 'BREEZE' TM *LOMANDRA LONGIFOLIA 'BREEZE' TM	BREEZE MAT RUSH *BREEZE MAT RUSH	1 GAL	36" O.C.	27
	MAHONIA AQUIFOLIUM * MAHONIA AQUIFOLIUM	OREGON GRAPE * OREGON GRAPE	1 GAL	48" O.C.	22
	PHORMIUM TENAX 'BRONZE BABY' *PHORMIUM TENAX 'BRONZE BABY'	BRONZE BABY NEW ZEALAND FLAX *BRONZE BABY NEW ZEALAND FLAX	5 GAL	36" O.C.	8
	ROSMARINUS OFFICINALIS 'TUSCAN BLUE' *ERICAMERIA LARICIFOLIA	TUSCAN BLUE ROSEMARY *LARCHLEAF GOLDENWEED	1 GAL	48" O.C.	16
	SALVIA CHAMAEDRYOIDES *SALVIA CHAMAEDRYOIDES	MEXICAN BLUE SAGE *MEXICAN BLUE SAGE	1 GAL	36" O.C.	24
	SALVIA GREGGII *SALVIA MELIFERA	AUTUMN SAGE *BLACK SAGE	1 GAL	48" O.C.	17
GROUND COVERS	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**QTY**
	JUNIPERUS HORIZONTALIS 'ICEE BLUE' *JUNIPERUS HORIZONTALIS 'ICEE BLUE'	CREEPING JUNIPER *CREEPING JUNIPER	1 GAL	48" o.c.	3
	MYOPORUM PARVIFOLIUM *MYOPORUM PARVIFOLIUM	TRAILING MYOPORUM *TRAILING MYOPORUM	1 GAL	60" o.c.	50
	ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET' *AJUGA REPTANS	HUNTINGTON CARPET ROSEMARY *CARPET BUGLE	1 GAL	24" o.c.	75

*OPTIONAL SUBSTITUTE FOR SHADE APPLICATION.

NOTES

1. ALL REAR YARDS WILL BE LANDSCAPED BY THE PRIVATE HOMEOWNER IN THE FUTURE AND SHALL COMPLY WITH MWELO AT THAT TIME.
2. ALL PLANTING SHALL BE PRIVATELY MAINTAINED FOR THE LIFE OF THE PROJECT.
3. SEE CIVIL PLANS FOR SPECIFIC LOT GRADING AND DRAINAGE.
4. ALL LANDSCAPED AREAS TO RECEIVE MULCH, SEE SPECIFICATIONS FOR DEPTH AND TYPE.
5. PLANT LOCATIONS ON THE PLANS ARE DIAGRAMMATIC. CONTRACTOR SHALL LOCATE ALL PLANT MATERIAL UNDER THE SUPERVISION OF AN AUTHORIZED REPRESENTATIVE PRIOR TO PLANTING HOLE EXCAVATION.
6. THE AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO MAKE SUBSTITUTIONS, ADDITIONS, AND DELETIONS TO THE PLANTING LAYOUT AS WORK PROGRESSES.
7. PLANTING PLAN IS TYPICAL TO PLAN TYPE UNITS. REFER TO PARCEL MAP.
8. STREES TREES REQUIRED BY THE SPECIFIC PLAN MAY REQUIRE MODERATE WATER USAGE. SEE IRRIGATION PLANS FOR WATER USE CALCULATIONS.

NOTICE TO CONTRACTOR

THE LANDSCAPE PLAN PROVIDED IS A PROTOTYPICAL LANDSCAPE PLAN INTENDED TO BE ADJUSTED BASED ON THE ACTUAL LOT CONFIGURATION. ACTUAL PLANT LAYOUT SHALL BE PROVIDED IN SIMILAR PLANT DENSITIES AS SHOWN ON THIS PLAN. WHERE LOT SIZES ARE LARGER THAN THE TYPICAL SHOWN, THE CONTRACTOR SHALL INSTALL ADDITIONAL PLANT MATERIAL USING THE SAME DROUGHT TOLERANT PLANT PALETTE PROVIDED. THE FINAL LANDSCAPE LAYOUT SHALL MAINTAIN THE SAME MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) CONFORMANCE STANDARDS. THE LANDSCAPE ARCHITECT WILL WALK THE JOBSITE POST CONSTRUCTION TO CONFIRM MWELO CONFORMANCE WITH EACH LOT.

WELO CERTIFICATION OF COMPLIANCE

THIS TYPICAL LANDSCAPE PLAN, WHEN INSTALLED, WILL COMPLY WITH THE RIVERSIDE COUNTY MUNICIPAL CODE AND THE WATER CONSERVATION MANDATE 'WATER EFFICIENT LANDSCAPE ORDINANCE' (WELO) PREPARED IN ACCORDANCE WITH THE WATER EFFICIENT LANDSCAPE WORK SHEETS APPENDIX A AND APPENDIX B. THE WUCOLS VALUES WERE GIVEN IN THE PLANT APPENDICES LOCATED IN THE RICE RANCH SPECIFIC PLAN DESIGN GUIDELINES AND ARE USED TO DETERMINE PF (PLANT FACTOR) VALUE IN THE CALCULATION IN THE CONSTRUCTION DOCUMENT PHASE.

THE WATER CONSERVATION METHOD FOR THE NEW LANDSCAPE PLANT MATERIAL WILL HAVE A LOW TO LOW/MED PF (PLANT FACTOR) RATING AND THE ETWU (ESTIMATED TOTAL WATER USE) PER YEAR IS ESTIMATED TO BE WITH IN THE MAXIMUM ALLOWABLE WATER ALLOCATION (MAWA) WHICH WILL BE CALCULATED FOR THE PROJECT. ADDITIONALLY, A 'SMART CONTROLLER' WITH A CLIMATE CONTROL WEATHER STATION WILL BE USED TO MONITOR THE IRRIGATION WATER AND PRO-RATE DAILY WATER CONSUMPTION TO THE MINIMUM REQUIREMENTS FOR EACH HYDROZONE. ALL TREES WILL BE IRRIGATED ON SEPARATE SYSTEMS SO THAT ONCE ESTABLISHED, WATER CAN BE REGULATED IN A MORE EFFICIENT MANNER.

x _____

SCOTT NEIMAN, LANDSCAPE ARCHITECT RLA NO. 6104

0 8 16 24 32 feet

rrm design group

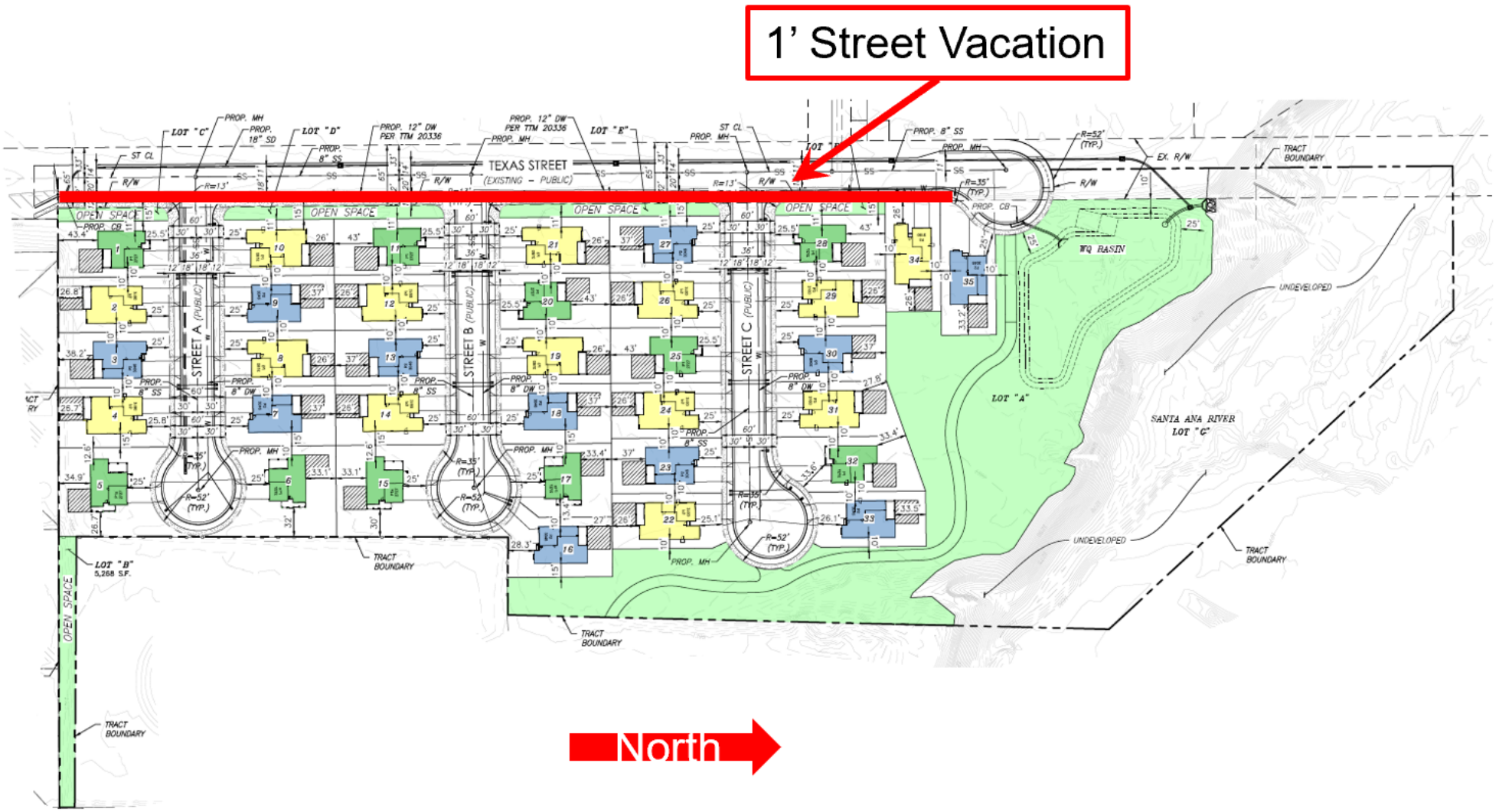
TEXAS STREET SUBDIVISION

REDLANDS, CALIFORNIA

LANDSCAPE TYPICAL - PLAN C

January 13, 2023 TTLC Redlands Texas St. LLC

L8


1’ Street Vacation
TEXAS STREET
(EXISTING – PUBLIC)
STREET A (PUBLIC)
STREET B (PUBLIC)
STREET C (PUBLIC)
OPEN SPACE
LOT "A"
LOT "B"
5,268 S.F.
LOT "C"
LOT "D"
LOT "E"
WQ BASIN
SANTA ANA RIVER
LOT "C"
UNDEVELOPED
TRACT BOUNDARY
EX. R/W
PROP. MH
PROP. CB
PROP. 8" SS
PROP. 8" DW
PROP. 12" DW PER TTM 20336
PROP. 18" SD
ST CL
R/W
North

SOCIO-ECONOMIC EVALUATION CHECKLIST FORM

BACKGROUND

1. **Project Title:**
   Texas Street Residential Project
   - Tentative Tract Map No. 20520
   - Conditional Use Permit 1167
   - Street Vacation 193

2. **Contact Person and Phone Number:**
   Sean Reilly, Principal Planner
   Development Services Department
   City of Redlands
   (909) 798-7555

3. **Project Location:**

   The project site is located on the east side of Texas Street and approximately 500 feet north of Domestic Avenue (APN: 0167-041-01-0000) in the Agriculture (A-1) District.

4. **Project Sponsor's Name and Address:**
   Michael Torres
   TTLC Redlands Texas St, LLC
   2942 Century Place, Suite 121
   Costa Mesa, CA 92626

5. **General Plan Designation:**
   The General Plan Designation of the subject property is currently Very Low Density Residential.

6. **Zoning:**
   The project site is currently located within the A-1 (Agriculture) District.

7. **Description of Project:**
   The applicant is proposing to subdivide a 14.69-acre parcel located on the east side of Texas Street approximately 500 feet north of Domestic Avenue (see Attachment A) to develop a subdivision as a Planned Residential Development ("PRD"). Currently, the parcel is vacant. The project is made up of three primary areas, a residential development area, common open space areas, and an undeveloped open space area along the project's northernmost boundary. The residential development area of the project includes 35 residential lots with a minimum lot size of 7,200 square feet. Homes are two stories and range from approximately 2,700 to 3,200 square feet in living area. The majority of the residential development area is

planned with homes fronting onto three streets that take access off of Texas Street and end in cul-de-sacs. Two homes front onto Texas Street at the northern end of the project. The largest portion of the project's common open space area is located to the immediate north and northeast of the residential lots, a 2.5-acre park is proposed, which includes open play areas, a tot lot, the continuation of the Santa Ana River Trail to be constructed by the applicant and a water quality basin. The park sits on a bluff area overlooking the Santa Ana River Wash. Beyond the park area, the site slopes significantly down toward the Santa Ana River Wash to an area that will be preserved as undeveloped natural open space. The northernmost portion of the site (3.0-acres) will be avoided and will remain in its natural condition.

8. **Surrounding Land Uses and Setting:**
The property is located on the east side of Texas Street and approximately 500 feet north of Domestic Avenue in the northern portion of the City. Currently the parcel is vacant. Surrounding land uses include the Santa Ana River Wash and Redlands Shooting Park to the north, single-family residential to the south, Israel Beal Park and single-family residential to the east and a citrus grove to the west.

COST BENEFIT FACTORS:

The cost benefit factors are evaluated independently using the cost benefit model. A positive or negative cost/benefit ratio will be derived by evaluating projects. A complete model used to evaluate the project is available in the Development Services Department. A summary of that analysis is provided here:

According to the Cost Benefit Model used by the City, this project will provide the City approximately $60,914 in annual revenue and costs of $26,934 resulting in a positive balance of $33,979 annually (Cost/Benefit Ratio of +2.26) over the period of 2024-2033.

PUBLIC INFRASTRUCTURE AND EFFECT ON THE CITY OF REDLANDS:

List of public infrastructure required for the project:

The applicant will provide the infrastructure as required by the Municipal Utilities and Engineering Department. The developer will be installing all required off-site improvements. Based on the data provided by the applicant's engineer, the proposed development will provide the following:

- 13 new public street lights;
- 2,112 linear feet of public roadway
- 1,350 ft of storm drain
- 15,500 square-feet of parkway (landscape) areas

The required public improvements will be installed with the development of the subdivision, in accordance with the State Subdivision Map Act, the City's Subdivision Ordinance, the Subdivision Improvement Agreement for the project, and prior to final approval of a building permit for any home. In addition, to the ensure construction of the required public improvements, the subdivision will be required to furnish improvements security, such as bond, as a guarantee of performance.

The developer will also be required to pay impact fees as required by the Redlands Municipal Code.

The effect of the project upon the City of Redlands relative to public infrastructure is as follows:

This project does not have any significant impact on existing public infrastructure systems. Any potential for impact is offset by the payment of Development Impact Fees and construction of improvements adjacent to the project site.

BENEFITS OF THE PROJECT TO THE CITY OF REDLANDS

The following is a list of benefits that can be attributed to the proposed project. The benefits may fall into the categories identified or a miscellaneous category. Each benefit identified will be described in detail with supporting reasons as to how the item benefits the community.

A. Citrus Enhancements or Preservation. Does the project preserve citrus? The following are accepted ways to enhance or preserve citrus which may be determined to be a benefit to the City of Redlands.

1. Provide conservation easement(s) on citrus groves the City hopes to preserve.
2. Acquire citrus grove(s) and donate all or a portion of the grove to the City.
3. Enhance viability and productivity of existing groves by enhancing irrigation or adding frost water.
4. Maintain a viable buffer of citrus around the project (at least 3 rows).
5. Other ways to preserve citrus.

If this project provides benefit(s) that apply to citrus enhancement or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The project will not affect citrus or agriculture, either directly or indirectly. The proposed

project site is currently vacant and 35 single-family residential dwelling units would be built on-site. The project does not propose new groves and citrus will not be preserved as a part of this project.

B. Cultural Enhancements or Preservation. Does the project enhance or preserve cultural aspects of the community? The following are accepted ways to enhance and/or preserve cultural aspects of the community which may be determined to be a benefit to the City of Redlands.

1. Contributes to "art in public places" concept to a minimum of 1% of total project value.
2. Contributes to the alleviation of problems at cultural sites.
3. Provides an electronic library available to the public.
4. Enhances or contributes to current services or cultural resources.
5. Contribute to performing arts venues.

If this project provides benefit(s) that apply to cultural enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The project does not propose contributions or enhancements to cultural aspects of the community. The project will pay City established Development Impact Fees and provide additional revenue from increased property tax assessment, business license tax, and other revenue sources that will indirectly provide funding that will contribute to enhancing and/or maintaining some of the cultural facilities within the City.

C. Heritage Enhancements or Preservation. Does the project enhance or preserve heritage aspects of the community? The following are accepted ways to enhance and/or preserve heritage aspects of the community which may be determined to be a benefit to the City of Redlands.

1. Renovates existing historic homes.
2. The project has design features which include garage doors do not face street; 50% wrap around porch on 1-1/2 sides; broad overhangs on roof; driveway located on the side of house or a circular drive; decorative wood, masonry or wrought iron fence.
3. Adaptive reuse of historic structures in appropriate zones.
4. Forming a new or annexing to an existing historic district.
5. Designation of a structure as an individual historic resource.

If this project provides benefit(s) that apply to heritage enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The property is not located within a Historic and Scenic District. The existing property is currently vacant of buildings. As such, there is no adaptive reuse opportunities present on the project site, nor the opportunity to establish a new historic district to preserve structures on-site.

D. Architectural Enhancements. Does the project enhance architectural aspects of the community? The following are accepted ways to enhance architectural aspects of the community which may be determined to be a benefit to the City of Redlands.

1. Provide architectural or decorative enhancements to the project which exceed normal architectural standards.
2. Trees or other landscaping amenities that exceed minimum requirements.
3. Contribution of off-site enhancements in the public right-of-way, such as sidewalk installation and street tree replacement.
4. Assisting in undergrounding of utility lines.

If this project provides benefit(s) that apply to architectural enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The project consists of a Tentative Tract Map consisting of 35 single family residential lots. The project will also include street trees and the installation of sidewalks on the project's interior. Exterior streets along the project's frontage will include sidewalks and street trees. The project also includes the full construction of Texas Avenue. In addition, the project will underground utilities as required by the Municipal Code.

E. Historic Downtown Enhancements or Preservation. Does the project enhance or preserve the historic downtown of the community? The following are accepted ways to enhance and/or preserve the historic downtown of the community which may be determined to be a benefit to the City of Redlands.

1. Contributes financially to viability of core downtown within expanded downtown.
2. Renovate old buildings.
3. Within an expanded downtown extends DRBA streetscape enhancements.
4. Contributing to the restoration of original building facades of existing structures
5. Re-establishing historical "pedestrian oriented" street frontages where original buildings have been removed.
6. Provides unique adaptive use of historic building.
7. Contributes to alternative means of transportation.

If this project provides benefit(s) that apply to historic downtown enhancements or

preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The project is not located within the historic downtown district. The project will pay City established Development Impact Fees and provide significant additional revenue from increased property tax assessment, business license tax, and other revenue sources that will indirectly provide funding that could be utilized to enhance and/or maintain the downtown district.

F. Job Enhancements. Does the project enhance jobs for the community? The following are accepted ways to enhance jobs for the community which may be determined to be a benefit to the City of Redlands.

1. Provides jobs for the community.
2. Brings in revenue from outside the city.
3. Internship opportunities for students at universities, high school and colleges.

If this project provides benefit(s) that apply to job enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The project is a residential development and will not create jobs other than constructive activities necessary to develop the subdivision.

G. Open Space Enhancements or Preservation. Does the project enhance or preserve open space aspects of the community? The following are accepted ways to enhance and/or preserve open space within the community which may be determined to be a benefit to the City of Redlands.

1. Hardscape feature that enhances wildlife-water/food/ shelter.
2. Enhanced landscape on commercial project which conceals infrastructure.
3. Waterscaping which increases illusion of open space.
4. Provides open space in addition to zoning requirement.
5. Provides a Planned Residential Development
6. Provides a usable conservation easement across open space in perpetuity.
7. Preserves access for wildlife migration corridor.
8. Provides undisturbed refuge area for wildlife.

If this project provides benefit(s) that apply to open space enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The project is proposed as a Planned Residential Development. Slightly over 20% of

the PRD area dedicated to common open space. The project design includes the development of a private park space and an extension of the Santa Ana River Trail. In addition, the project provides approximately three acres of natural open space area north of the park area adjacent to the Santa Ana River Wash. The open space areas will be required to be preserved either by a deed restriction or a conservation easement to ensure that it is maintained as open space in perpetuity by the HOA for the new development.

H. Park Enhancements or Preservation. Does the project enhance or preserve parks of the community? The following are accepted ways to enhance and/or preserve parks within the community which may be determined to be a benefit to the City of Redlands.

1. Adds improved parkland.
2. Adds parkland beyond requirements.
3. Provides pedestrian and/or bike trails to parks or provides extension of existing pedestrian and/or bike trails from the project site.
4. Adds meeting rooms accessible to local groups on a frequent basis.
5. Improves or adds to existing landscape and/or streetscape at or near the project site.

If this project provides benefit(s) that apply to park enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The project will pay Development Impact Fees that will benefit City parks by contributing toward acquisition of land and open space for the future needs of the community. In addition, as stated above, the project provides 20% of the site's net developable area as common open recreational space as well as an extension of the Santa Ana River Trail. The project and its future residents will also provide additional revenue to the City, resulting from increased property tax assessment and sales tax revenue which will indirectly benefit City parks.

I. Public Safety Enhancements. Does the project enhance public safety aspects of the community? The following are accepted ways to enhance public safety within the community which may be determined to be a benefit to the City of Redlands.

1. Security infrastructure is provided in an architecturally acceptable manner.
2. Exterior television monitoring on commercial project.
3. Provide a building site or fully equipped fire station or contributes to dedicated City account for future construction.
4. Provides significant additional fire equipment as determined by the Fire Department.

5. Provides for a police substation (subject to City approval).
6. Provides for a building site for a new facility.

If this project provides benefit(s) that apply to public safety enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The project will pay Development Impact Fees which have been established by the City to fund public facilities, including police. The project and its future residents will also provide additional revenue from increased property tax assessment and sales tax revenue which will assist in funding police operations.

J. School Enhancements. Does the project enhance schools or their operations within the community? The following are accepted ways to enhance schools within the community which may be determined to be a benefit to the City of Redlands.

1. Senior citizen development adds revenue but no impact.
2. Provides day care and after school program(s).
3. Project is close to schools serving the project.
4. Contributes equipment or other enhancements to existing day care and after school programs.
5. Assist schools with land or financing (such as Mello Roos).

If this project provides benefit(s) that apply to schools, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The project will pay State established School Fees that will assist in funding school facilities. In addition, the project is located directly approximately 500 feet to the northeast of Citrus Valley High School which will serve the project.

K. Traffic. Does the project reduce traffic, enhance systems to improve traffic conditions or otherwise improve traffic within the community? The following are accepted ways to improve traffic within the community which may be determined to be a benefit to the City of Redlands.

1. Provide financial mitigation which helps alleviate parking problems in town i.e. by contributing to the parking district.
2. Incorporate “traffic calming” elements into the design of the circulation system.
3. Support for alternative forms of public transportation or public transportation facilities.
4. Add biking and pedestrian access to off campus intellectual or entertainment resources.
5. Have a unique method of product/inventory delivery.

If this project provides benefit(s) that apply to traffic, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The project is proposing to extend the Santa Ana River Trail thorough the northern portion of the site. This will help to facilitate access to off-site intellectual or entertainment resources. The project will be required to install sidewalk on all interior public streets and on Texas Street, which will improve access to the school located to the south and to Israel Beal Park located to the east. The project will also pay Development Impact Fees established by the City as a fair share contribution toward the development's impacts on the local street system.

L. Wastewater System Enhancements. Does the project enhance the wastewater system within the community? The following are accepted ways to improve the wastewater system within the community which may be determined to be a benefit to the City of Redlands.

1. Provide a dual system to use potable and non-potable water.
2. Provide financial contributions to tertiary facilities at the Wastewater Treatment Plant.
3. Improve water quality.

If this project provides benefit(s) that apply to the wastewater system, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The project will be required to construct standard public infrastructure. The project does not contain any enhancements to the wastewater system, but the project applicant will pay their fair share of development impact fees for wastewater systems. The project has been designed with storm water basins to manage on-site drainage and allow the percolation of storm water.

M. Miscellaneous Preservation or Enhancements. Does the project enhance or preserve elements within the community?

If this project provides benefit(s) that apply to enhancement or preservation of elements that are important to the City, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

The project does not provide any additional enhancements or preservation of elements within the community than previously identified.

SOCIAL FACTORS POTENTIALLY AFFECTED:

This project may create unmitigable physical blight or overburden public services for those social factors checked below within the "Potentially Significant," “Potentially Significant Unless Mitigation” or "Less Than Significant" as indicated by the checklist on the following pages.

X Agricultural/Citrus Removal	X Police Services	__ Recreational Programs
X Wildlife/Habitat	__ Downtown Impacts	__ Land Use Compatibility
X Traffic	__ Residential Design	__ Schools
X Fire Services	X Cultural Facilities	
X Paramedic Services	__ Park Facilities	

DETERMINATION

On the basis of this initial evaluation:

__ I find that the proposed project will not create unmitigable physical blight or overburden public services in the community, and no additional information or evaluation is needed.

X I find that although the proposed project could create unmitigable physical blight or overburden public services in the community, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project by the applicant.

__ I find that the proposed project may create unmitigable physical blight or overburden public services in the community, and additional information or evaluation is needed in the following areas:

__ I find that the proposed project has already been evaluated for socio-economic impacts and the prior evaluation adequately evaluated this project.

Signed:



Sean Reilly
Principal Planner
City of Redlands
July 17, 2023

EVALUATION OF SOCIAL FACTORS

Explanations of all "Potentially Significant," "Potentially Significant Unless Mitigation Incorporated," "Less Than Significant Impact," and "No Impact" answers are provided on the attached sheets.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
1. AGRICULTURAL/CITRUS REMOVAL. Would the proposal:				
a) Affect agricultural resources or operations (e.g. impacts to soils or farmlands, or impacts from incompatible land uses)?	___	___	✓	___
b) Remove active citrus groves from production?	___	___	✓	___

Agricultural/Citrus Removal

1.a,b) The project site is bounded by primarily by single family development on the south, the Santa Ana River wash on the north, Israel Beal park to the east and Citrus on the west. The site is currently vacant and does not contain any farmland. The project site is designated as “Grazing Land” by the Department of Conservation.

The Mitigated Negative Declaration Prepared for the Project used the LESA model to assess impacts to Prime Farmland. The Final LESA Score for the proposed Project was calculated at 57.25 total points, with an LE subscore of 40 points and an SA subscore of 17.25 points. Based on the Final LESA Score and the subscores, the LESA Model indicates that impacts pertaining to the conversion of Prime Farmland to non-agricultural use would be less than significant.

In addition, the General Plan 2035 has incorporated potential impacts to agricultural resources into its analysis of agricultural properties and land use. The property is currently designated as Very Low Density Residential in the General Plan. This designation anticipates the conversion of the property from agriculture to non-agricultural uses. Therefore, impacts to protected farmlands are considered less than significant.

The project site is currently vacant and will not remove any active citrus groves from production.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
2. WILDLIFE/HABITAT/OPEN SPACE PRESERVATION. Would the proposal:				
a) Eliminate or have negative impact upon wildlife corridors?		✓		
b) Tend to urbanize open space impacting preservation and conservation of natural resources?				✓
c) Interfere with use of recognized trails used by joggers, hikers, equestrians or bicyclists?				✓
d) Eliminate, reduce, or have any negative impact upon wildlife habitat areas to include the protection of fringe or buffer areas?		✓		

Wildlife/Habitat/Open Space Preservation

2.a and d) Although the Project site is immediately south of the Santa Ana River Wash, the Project would be confined to the upland portion of the Project site on the bluff above the Santa Ana River Wash. The proposed Project would not restrict or eliminate wildlife movement because, unlike the Santa Ana River Wash, the area within the proposed limits of disturbance on the Project site does not serve as a wildlife movement corridor. This is primarily due to its location adjacent to existing development.

No special-status plant or wildlife species, or special-status plant communities were observed within the proposed limits of disturbance on the Project site (i.e., the generally flat upland area where the project improvements are proposed) during the field investigation. The portion of the

Project site within the proposed limits of disturbance consists of existing disturbed and developed areas that have been subject to a high level of anthropogenic disturbances that have eliminated the natural plant communities that once occurred on site. As such, most of the Project site consists of nonnative, ruderal/weedy plant species.

Although no special-status species or plant communities were observed on the portion of the Project site within the proposed limits of disturbance, one sensitive wildlife species (San Bernardino kangaroo rat), one sensitive plant species (Santa Ana River woolly star), and one sensitive plant community (Riversidian Alluvial Fan Sage Scrub, or RAFSS) were observed in the northern portion of the parcel within the Santa Ana riverbed, outside the proposed limits of disturbance. Because these sensitive biological resources occur outside the portion of the Project site where development is proposed, they are not anticipated to be adversely affected by the proposed Project's actions.

In addition, potential impacts to the San Bernardino kangaroo rat would be further reduced with implementation of **Mitigation Measure BIO-1**, which requires that a protocol focused trapping study for the San Bernardino kangaroo rat be conducted prior to ground-disturbing activities in order to determine the presence/absence of the species within the Project area and adjacent slope.

Although the Biological Resources Assessment determined that the Project site does not have the potential to support burrowing owl, the assessment recommended pre-construction surveys for burrowing owls be conducted as described in **Mitigation Measure BIO-2** prior to any ground-disturbing activities in order to reduce potential impacts to burrowing owls that may be present on or around the Project site.

While no breeding or nesting birds or raptors were observed within the survey area, the vegetation on the Project site could provide nesting habitat for birds protected by the MBTA and California Fish and Game Code. If construction of the proposed Project occurs during the bird breeding season (typically February 1 through August 31), ground-disturbing construction activities could directly affect birds protected by the MBTA and their nests through the removal of habitat on the Project site and indirectly through increased noise, vibrations, and increased human activity. **Mitigation Measure BIO-3** requires that nesting bird pre-construction clearance surveys be conducted prior to any ground-disturbing or demolition activities.

Mitigation Measure BIO-1

To ensure no impacts to San Bernardino kangaroo rat (SBKR) occur from Project implementation, the following measures shall be implemented prior to ground-disturbing activities:

1. A protocol focused trapping study for SBKR shall be conducted prior to ground-disturbing activities to determine the presence/absence of SBKR within the Project area and adjacent slope, consistent with the United States Fish and Wildlife Service's (USFWS) approved Survey Protocol for Determining Presence of San Bernardino Kangaroo Rats and the California Department of Fish and Wildlife's (CDFW) Memorandum of Understanding.

    a. If no SBKRs are trapped on-site during the trapping study, the following avoidance and minimization measures shall be conducted prior to ground-disturbing activities.

        i. The limits of the Project disturbance shall be clearly marked with flagging or similar means. All mechanized equipment shall remain within the designated limits of disturbance. Construction personnel shall strictly limit their activities, vehicles, equipment, and construction materials to the designated work area.
        ii. All contractors and personnel involved in the construction shall receive environmental awareness training. The training shall be developed in consultation with a biological monitor and consist of an on-site or training center presentation with supporting materials (i.e., photographs, pamphlets, slides). The training shall provide information about federally/State-listed species, special-status species, and sensitive habitats occurring within the vicinity of the proposed limits of disturbance (i.e., SBKR, and Riversidian Alluvial Fan Sage Scrub [RAFSS]).
        iii. Immediately following the negative trapping results, a SBKR exclusion fence shall be installed around the proposed limits of disturbance. The exclusion fence shall be constructed to the following specification.
        iv. An approximately 4-foot-tall fence with 2 feet above ground and 2 feet below ground shall be installed around the entire disturbance area. The erect portion of the fencing shall be covered in a material that cannot be climbed or chewed through by SBKR.
        v. A qualified biological monitor, with SBKR experience, shall be present during initial clearing and grubbing activities and on a regular basis to ensure the exclusion fence is effective. The biological monitor shall have the authority to halt any and all construction activities.
        vi. The biological monitor shall supervise the installation of the SBKR exclusion fence around the proposed limits of disturbance. The

biological monitor shall ensure that no burrows are impacted by fence installation, by avoiding burrows within 5 meters, if any. The wildlife agencies will be consulted if there are burrows within 5 meters of the fence to avoid take.

vii. The biological monitor shall inspect the exclusion fence before leaving the job site in the evening and repair any opening in the fencing as necessary to exclude SBKR.

viii. The biological monitor shall supervise the removal of the SBKR exclusion fence to ensure no SBKR burrows, if any, are impacted by fence removal.

ix. Construction activities shall be limited to daylight hours to the extent feasible. If nighttime work is necessary, lighting shall be shielded away from the Santa Ana River floodplain north of the proposed limits of disturbance. Fixtures shall be shielded to downcast below the horizontal plane of the fixture height and mounted as low as possible.

x. All permanent lighting fixtures within the completed development shall be shielded and directed away from the RAFSS habitat on the Santa Ana River floodplain north of the proposed limits of disturbance.

b. If SBKR are trapped within the proposed limits of disturbance, Incidental Take Permits (ITPs) with the USFWS (Section 10 or Habitat Conservation Plan) and CDFW (Section 2081) shall be prepared and processed to allow for “take” authorization for SBKR and to mitigate for impacts to the species and loss of habitat. If SBKR are determined to be present, project construction shall not occur until “take” authorization and mitigation approval is received from the wildlife agencies.

Mitigation Measure BIO-2

Pre-construction surveys for burrowing owls on the Project site and in the surrounding area shall be conducted by a qualified biologist no more than 14 days prior to initiation of Project activities in accordance with guidelines identified by the CDFW 2012 Staff Report on Burrowing Owl Mitigation (State of California Natural Resources Agency, Department of Fish and Game, March 2012). If Project activities are delayed for more than 30 days (including the restarting of activities after Project/ground disturbing delays of 30 days or more), additional surveys shall be completed, including but not limited to a take avoidance survey within 24 hours of ground disturbance.

If burrowing owl(s) are not observed on site during any pre-construction surveys, a letter shall be prepared by the qualified biologist documenting the results of the survey.

If burrowing owls are observed on the Project site during the preconstruction survey, a burrowing owl relocation plan shall be prepared by the Applicant and approved by the CDFW.

Mitigation Measure BIO-3

Nesting birds are protected pursuant to the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (Sections 3503, 3503.3, 3511, and 3513 of the California Fish and Game Code prohibit the take, possession, or destruction of birds, their nests or eggs). In order to protect migratory bird species, a nesting bird clearance survey shall be conducted prior to any ground disturbance or vegetation removal activities that may disrupt the birds during the nesting season. Consequently, if avian nesting behaviors are disrupted, such as nest abandonment and/or loss of reproductive effort, it is considered "take" and is potentially punishable by fines and/or imprisonment.

If construction occurs between February 1 and August 31, a preconstruction clearance survey for nesting birds shall be conducted within three (3) days of the start of any vegetation removal or ground-disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey shall document a negative survey with a brief letter report indicating that no impacts to active avian nests would occur. If an active avian nest is discovered during the pre-construction clearance survey, the biologist shall establish protective buffers surrounding the nest site in which no disturbance activities shall occur until the nesting activity is completed and the nesting has either failed or the young have fledged. The size of the no-disturbance buffer shall be determined by the wildlife biologist and shall depend on the level of noise and/or surrounding anthropogenic disturbances, line of sight between the nest and the construction activity, type and duration of construction activity, ambient noise, species habituation, and topographical barriers. These factors shall be evaluated on a case-by-case basis when developing buffer distances. Limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or other appropriate barriers; and construction personnel shall be instructed on the sensitivity of nest areas. A biological monitor shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. As noted above, once the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, construction activities within the buffer area can occur.

2.b) The project has a General Plan land use designation of Very Low Density Residential. The project would not urbanize planned open space as designated on the General Plan Land Use Map. The project is consistent with the density set forth by this designation. Further, the project preserves approximately three acres of undisturbed natural open space and would no urbanize or convert natural resources.

2.c) The project will not interfere with the use of recognized trails used by joggers, hikers, equestrians or bicyclists, as there are no recognized trails traversing the project site. The project will construct off-site improvements, including sidewalk, and proposes to extend a portion of the Santa Ana River Trail through the northern portion of the project, which will provide additional connectivity for pedestrian circulation within the area.

2.d)

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
3. TRAFFIC. Would the proposal:				
a) Result in increased vehicle trips or congestion?	___	___	✓	___
b.) Create additional traffic so as to be in conflict with the policies of the General Plan?	___	___	✓	___
c.) Does traffic impact livability of a residential neighborhood on streets which, due to design or terrain features, street side development or other factors, have greater than usual sensitivity to increased traffic?	___	___	✓	___
d.) Create additional traffic so as to increase the level of service on roadways that are adjacent to or in the vicinity of the project?	___	___	✓	___

Traffic Impacts.

a - d) The project involves the construction of a Planned Residential Development and subdivision consisting of 35 single-family residential and related site improvements. The Traffic Impact & VMT Assessment analysis provided during review of the application indicates that the project is anticipated to generate 330 daily trips.

However, the project screened out of the requirement for a more detailed project specific VMT analysis as it met the City's VMT screening criteria for "Project Type" an no further analysis was required. In addition, the developer will also pay any applicable development impact fees, such as sewer, water, and transportation impact fees. All impacts are anticipated to be less than significant.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
4. FIRE AND PARAMEDIC SERVICES. Will the proposal result in:				
a) Requiring fire and paramedic services that are beyond the current capabilities of the Fire Department?	___	___	✓	___
b) An increase in response time for essential fire or paramedic services to the remainder of the community?	___	___	✓	___
c) The need for additional fire or paramedic facilities or equipment?	___	___	✓	___

Fire and paramedic services.

4.a) The project proposes the construction of a Planned Residential Development consisting of 35 single-family dwelling units. All structures will be required to be constructed according to current California Building Code and California Fire Code standards. Existing fire and paramedic service capabilities provided by the City of Redlands are adequate to serve the project. No impacts are anticipated, and no mitigation is required.

4.b) The City of Redlands Fire Department provides fire and emergency medical services to the project site and vicinity. Other services provided by the Redlands Fire Department include the household hazardous waste disposal site, CPR classes, sharps container exchange program, blood pressure checks and public education programs. Station No. 263 is in the closest proximity to the project site. At this time, the Fire Department consists of approximately 55 total sworn personnel, including 18 firefighter/ paramedics and 37 firefighter/EMTs and covers an area of 37 square miles. At this present time, city-wide level of service is expected to be 0.76 firefighters per 1,000 residents. Fire Department services are typically financed through the General Fund. The City would be able to provide adequate Fire

Department services in a timely manner.

4.c) Present capabilities of the Fire Department will not be impacted with development of the project. The project will pay Development Impact Fees which have been established by the City to fund public facilities, including fire stations. These additional revenues to the City, as well as the revenue from increased property tax assessment generated from the future subdivision, will assist in funding fire operations for the area.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
5. POLICE SERVICES. Would the proposal result in:				
a) Requiring police services that are beyond the current capabilities of the Police Department?	___	___	✓	___
b) An increase in response time for essential police services to the remainder of the community?	___	___	✓	___
c) The need for additional police facilities or equipment?	___	___	✓	___
d) Increase in crime as a result of the type of business?	___	___	✓	___

Police Services.

5.a-d) The proposed project is a Planned Residential Development consisting of 35 residential lots. The City of Redlands Police Department currently provides services to the project site and vicinity and up of approximately 100 volunteers, 80 sworn officers and 58 full and part-time civilians, resulting in a service level of 1.12 officers per 1,000 residents. Present capabilities would not be impacted as a result of the project. There will be no need for additional police facilities or equipment. Police services are typically financed through the General Fund. Future revenue from the project (e.g., increased property tax assessment, sales tax revenue, etc.) will assist in funding police facilities, equipment, and operations for the City. Less than significant impacts are anticipated, and no mitigation is required.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
6. DOWNTOWN IMPACTS. Would the proposal result in:				
a) A reduction of the number or types of businesses located in the downtown?	___	___	___	✓
b) An unfair or unreasonable competitive disadvantage to existing businesses downtown?	___	___	___	✓
c) Creation of vacant buildings and the potential for blight?	___	___	___	✓
d) Cause an unreasonable increase in traffic downtown?	___	___	___	✓
e) Economic and social effects of businesses competing with downtown businesses?	___	___	___	✓

Downtown Impacts.

6.a-e) The proposed project includes a residential development within the northern portion of the City and does not have the potential to negatively impact the Downtown Business District. The future residents of this subdivision may patronize the downtown area and provide an additional source of revenue to the Downtown Business District.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
7. RESIDENTIAL DESIGN. Would the proposal:				
a) Conflict with existing codes and or standards?				✓
b) Meet minimum point standards of the Residential Development Allocation process?				✓

Residential Design.

7.a) The project as proposed is consistent with the General Plan Designation for the site. The project is proposed as a Planned Residential Development, which allows flexibility in the development standards for the property. The design of the project will comply with all applicable codes and standards for this General Plan designation and applicable zoning district.

7.b) The development has been designed to accommodate three architectural styles, provides landscaped buffers, and is located near schools. While the design of the project would be capable of meeting the minimum point standards in the Residential Development Allocation, current state law has placed a 5-year moratorium on limiting building permits for residential uses, and as such, Residential Development Allocations would not be required during this moratorium.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
8. CULTURAL FACILITIES. Would the proposal result in:				
a) Impacts to an historic residential structure, neighborhood, or district?		✓		
b) Impacts to an historic commercial structure or district?				✓
c) Impacts to cultural facilities such as the Smiley Library, Redlands Bowl, Lincoln Shrine, Joslyn Center, Community Center, etc?				

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
				✓
d) Have the potential to cause a physical change which would affect unique ethnic cultural values?		✓		
e) Potential to disturb existing religious facilities				✓
f) Impact or restrict religious or sacred uses				✓

Cultural Facilities.

8.a-b) The proposed project will not have an impact on historic residential structures, neighborhoods or districts, nor will it have an impact on historic commercial structures or districts. The property is vacant and does not include residential or commercial structures or districts as part of the project site.

8.b) The proposed project will not have an impact on historic commercial structures or districts. The property does not include commercial structures or districts as part of the project site.

8.c) The project would not impact cultural facilities such as the Smiley Library, Redlands Bowl, Lincoln Shrine, Joslyn Center, Community Center, etc. The development will provide revenue to the City through increased property tax assessment generated by the future homes which may assist in the operation of some cultural facilities. Thus, the project will not have an adverse impact to cultural facilities.

8.d) The project has the potential to affect unique ethnic cultural values. No Native American resources were identified during the pedestrian survey conducted as a part of the preparation of the Cultural Resources Assessment prepared for the project; however, Native American sites were recorded within the vicinity of the project site. Therefore, there is the potential for the project to unearth previously undocumented resourced. Due to the project's potential to affect unique cultural resources, Mitigation measures CUL-1, CUL-2, TCR-1 and TCR-2 are proposed as included in the Mitigated Negative Declaration for the project.

Mitigation Measure CUL-1

Prior to the issuance of a grading permit, the Applicant shall provide the Director of the City of Redlands Department of Development Services, or designee, with evidence that it has retained the services of a qualified archaeologist that meets the Secretary of the Interior standards on an oncall basis. In the event that cultural resources are discovered during Project activities, all work in the immediate vicinity of the find (within a 100-foot buffer) shall cease and the Project archaeologist shall assess the find and determine appropriate treatment. Work on the other portions of the Project outside of the buffered area may continue during this assessment period.

Mitigation Measure CUL-2

If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the qualified archaeologist shall develop a Monitoring and Treatment Plan for the remainder of the Project site. The Monitoring and Treatment Plan shall be developed in coordination with the Applicant and the City. The Applicant shall secure a monitoring agreement with the archaeologist prior to the recommencement of work, and the archaeologist shall monitor during the remainder of the ground disturbance activities on the Project site and implement the Plan accordingly.

Mitigation Measure TCR-1
The Yuhaaviatam of San Manuel Nation (YSMN) Cultural Resources Department shall be contacted regarding any pre-contact cultural resources discovered during Project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. YSMN shall have the option of placing a tribal monitor on-site during ground-disturbing activities within previously undisturbed soil for the remainder of the Project.

Mitigation Measure TCR-2

Any and all archaeological documents created as a part of the Project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the Applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or Applicant shall, in good faith, consult with YSMN throughout the life of the Project.

8.e-f) No religious facilities or sacred uses are located within or adjacent to the project site. The project will not result in impacts to existing religious facilities or restrict religious uses.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
9. PARK FACILITIES AND RECREATIONAL PROGRAMS. Will the proposal result in:				
a) Increases in use or demand for park facilities or programs to include manpower, facilities or equipment?	___	___	___	✓
b) A ratio of parkland to population which exceeds standards and or goals established by the General Plan?	___	___	___	✓

Park Facilities and Recreational Programs.

9.a,b) The proposed project will involve the construction of 35 single-family residential dwellings and would provide a small park for the residents of the development. The project will also construct a portion of the Santa Ana River Trail which will connect to the existing trail located within Israel Beal Park located to the east. The project is not anticipated to adversely affect existing or planned recreational facilities, nor create a significant new demand for additional recreational facilities. The project would also generate additional revenue to the City with increased property tax assessment, which will assist in funding park facilities and services. No detrimental impacts are anticipated.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
10. LAND USE COMPATIBILITY. Would the proposal result in:				
a) Land uses that are not compatible or consistent with the General Plan?	___	___	___	✓
b) Economic impacts on businesses and small property owners from a project	___	___	___	✓
c) Physical separation or division of				

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
an existing community	___	___	___	✓
d) Loss of jobs for the community?	___	___	___	✓
e) Overcrowding of housing?	___	___	___	✓

Land Use Compatibility.

10.a) No detrimental impacts are anticipated in terms of the General Plan. The land use designation for the subject site is 'Very Low Density Residential' and the proposed project has been determined to be consistent with this designation as well as all applicable policies of the General Plan.

10.b) The project will not result in any detrimental impacts to businesses or small property owners. The project will develop a vacant lot and provide an additional housing option to the City. No detrimental economic impacts on businesses or small property owners are anticipated.

10.c) The project site is designed to be compatible with the surrounding developments, including the surrounding residential developments. This project will in no way physically divide or separate the existing community. No impacts are anticipated.

10.d) The grading or eventual construction project will create short term jobs. The proposed project is a residential development and will not create a loss of jobs for the community. No impacts are anticipated.

10.e) No part of this project has the potential to result in overcrowding of the current housing stock within the City. The project is being developed consistently with the General Plan and the Zoning densities allowable for the site.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
11. SCHOOLS. Would the proposal result in:				
a) Creating an overcapacity in schools?	___	___	___	✓
b) The need for additional school facilities or equipment?	___	___	___	✓

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Land uses not consistent with or compatible with existing educational facilities in community?	___	___	___	✓
d) Social or academic impacts on students resulting from school closures.	___	___	___	✓

Schools.

11.a-d) The project will eventually create additional students within the thirty-five residential homes that could be built on the site. The proposed project would increase the population of the City and as a result add students to the Redlands Unified School District which provides school services to the City. Buildout numbers identified in the City's General Plan have been used by the school district in its facility planning efforts. Therefore, increases to the student population as a result of this project have been accounted for and according to the project's environmental analysis, the school district does not anticipate further growth beyond what has already been planned for using the City's buildout numbers. In addition, the project would be required to pay State mandated school fees for residential developments that will aide in the district's facility expansion in the future if an expansion is determined to be needed at a later date by the district.

TABLE 1
CITY OF REDLANDS : MODEL
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS

LAND USE	YEAR 1 2024	YEAR 2 2025	YEAR 3 2026	YEAR 4 2027	YEAR 5 2028	YEAR 6 2029	YEAR 7 2030	YEAR 8 2031	YEAR 9 2032	YEAR 10 2033	TOTAL	
RESIDENTIAL UNITS												
RURAL LIVING (0.2 - 0.4 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
VERY-LOW-DENSITY RESIDENTIAL (0 - 2.7 du/acre)	35	0	0	0	0	0	0	0	0	0	35	
LOW-DENSITY RESIDENTIAL (0 - 6.0 du/acre)		0	0	0	0	0	0	0	0	0	0	DEVELOPER
LOW-MEDIUM-DENSITY RESIDENTIAL (0 - 8.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
MEDIUM-DENSITY RESIDENTIAL (0 - 15.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
HIGH DENSITY (0 - 27.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
TOTAL, RESIDENTIAL UNITS	35	0	0	0	0	0	0	0	0	0	35	
CUMULATIVE, RESIDENTIAL UNITS	35	35	35	35	35	35	35	35	35	35	NA	
PROJECT RESIDENTS /1												
RURAL LIVING (0.4 - 0.2 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
VERY-LOW-DENSITY RESIDENTIAL (0 - 2.7 du/acre)	98	0	0	0	0	0	0	0	0	0	98	
LOW-DENSITY RESIDENTIAL (0 - 6.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
LOW-MEDIUM-DENSITY RESIDENTIAL (0 - 8.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
MEDIUM-DENSITY RESIDENTIAL (0 - 15.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
HIGH DENSITY (0 - 27 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
TOTAL, PROJECT RESIDENTS	98	0	0	0	0	0	0	0	0	0	98	
CUMULATIVE, PROJECT RESIDENTS	98	98	98	98	98	98	98	98	98	98	NA	
CUMULATIVE PROJECT ACREAGE /2												
RURAL LIVING (0.4 - 0.2 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
VERY-LOW-DENSITY RESIDENTIAL (0 - 2.7 du/acre)	14.35	14.35	14.35	14.35	14.35	14.35	14.35	14.35	14.35	14.35	NA	
LOW-DENSITY RESIDENTIAL (0 - 6.0 du/acre)	8.80	8.80	8.80	8.80	8.80	8.80	8.80	8.80	8.80	8.80	NA	
LOW-MEDIUM-DENSITY RESIDENTIAL (0 - 8.0 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
MEDIUM-DENSITY RESIDENTIAL (0 - 15.0 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
HIGH DENSITY (0 - 27 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
CUMULATIVE, PROJECT ACREAGE	23.15	23.15	23.15	23.15	23.15	23.15	23.15	23.15	23.15	23.15	NA	
LAND NON-RESIDENTIAL ACRES, ANNUAL /3												
RETAIL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
INDUSTRIAL	0.0	0	0	0	0	0	0	0	0	0	0.0	
OTHER NON-RESIDENTIAL	0	0	0	0	0	0	0	0	0	0	0.0	
ANNUAL TOTAL, NON-RESIDENTIAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
LAND NON-RESIDENTIAL ACRES, CUMULATIVE												
RETAIL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
INDUSTRIAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
OTHER NON-RESIDENTIAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
CUMULATIVE TOTAL, NON-RESIDENTIAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
LAND NON-RESIDENTIAL EDU'S, CUMULATIVE /4												
RETAIL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
INDUSTRIAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
OTHER NON-RESIDENTIAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
CUMULATIVE TOTAL, NON-RESIDENTIAL EDU'S	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
BUILDING NON-RESIDENTIAL SQ.FT., ANNUAL												
RETAIL	0	0	0	0	0	0	0	0	0	0	0	
INDUSTRIAL	0	0	0	0	0	0	0	0		0	0	
OTHER NON-RESIDENTIAL		0	0	0	0	0	0	0	0	0	0	
ANNUAL TOTAL, NON-RESIDENTIAL	0	0	0	0	0	0	0	0	0	0	0	
BUILDING NON-RESIDENTIAL SQ.FT., CUMULATIVE												
RETAIL	0	0	0	0	0	0	0	0	0	0	NA	
INDUSTRIAL	0	0	0	0	0	0	0	0	0	0	NA	
OTHER NON-RESIDENTIAL	0	0	0	0	0	0	0	0	0	0	NA	
CUMULATIVE TOTAL, NON-RESIDENTIAL	0	0	0	0	0	0	0	0	0	0	NA	

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

NOTES:

1. Average number of residents per Dwelling Unit ("DU") provided by the California Department of Finance.
   Residents per DU = 2.801 OTHER

2. Assumes residential acreage per unit of the following:

Rural Living (less than 0.2 - 0.4 du/acre)	NA	
Very-Low-Density Residential (0 - 2.7 du/acre)	0.41	
Low-Density Residential (0 - 6.0 du/acre)	NA	
Low-Medium-Density Residential (0 - 8.0 du/acre)	NA	DEVELOPER
Medium-Density Residential (0 - 15.0 du/acre)	NA	
High Density (0 - 27.0 du/acre)	NA	

3. Assumes average non-residential site coverage of the following (based on the General Plan):

Retail	0.0%	
Industrial	0.0%	
Other Non-Residential	0.0%	DEVELOPER

4. Assumes non-residential equivalent dwelling units of the following:
   EDUs per acre = 9.0 OTHER

GENERAL PLAN BUILDOUT	PROJ. Sq. Ft.*	F.A.R.*	Projected Acreage	
RETAIL	8,646,200	0.30	661.63	
INDUSTRIAL	10,048,400	0.40	576.70	OTHER
OTHER NON-RESIDENTIAL	21,641,990	0.45	1,104.07	
	40,336,590		2,342.40	

*As disclosed in the General Plan

Typical Home Size: 1,900 OTHER
Estimated Equivalency: 9.06

TABLE 2
CITY OF REDLANDS : MODEL
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS

ASSESSED VALUATION ASSUMPTIONS			SECURED PROPERTY TAX ASSUMPTIONS		
RESIDENTIAL			NET APPORTIONMENT FACTORS AS A FRACTION OF 1.0% TAX RATE		
RURAL LIVING ASSESSED VALUE	$0				
VERY-LOW-DENSITY ASSESSED VALUE	$685,000		PROPERTY TAXES PASSED THROUGH TO CITY /1	20.00%	CITY
LOW-DENSITY ASSESSED VALUE	$0	DEVELOPER			
LOW-MEDIUM-DENSITY ASSESSED VALUE	$0		1. Based on amount disclosed in the adopted 1998-99 budget.		
MEDIUM-DENSITY ASSESSED VALUE	$0				
HIGH DENSITY ASSESSED VALUE	$0				
NON-RESIDENTIAL			UNSECURED PROPERTY TAX ASSUMPTIONS		
RETAIL ASSESSED VALUE	$0.00				
INDUSTRIAL ASSESSED VALUE	$0.00		RESIDENTIAL:		
OTHER NON-RESIDENTIAL ASSESSED VALUE	N/A	DEVELOPER	UNSECURED TAXES AS A % OF SECURED	2.75%	CITY
			NON-RESIDENTIAL:		
			UNSECURED TAXES AS A % OF SECURED	10.00%	

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2024	YEAR 2 2025	YEAR 3 2026	YEAR 4 2027	YEAR 5 2028	YEAR 6 2029	YEAR 7 2030	YEAR 8 2031	YEAR 9 2032	YEAR 10 2033
SECURED ASSESSED VALUE CALCULATION:										
ANNUAL ASSESSED VALUES (YEARLY INCREASE)										
RESIDENTIAL										
RURAL LIVING	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
VERY-LOW-DENSITY RESIDENTIAL	$23,975	$0	$0	$0	$0	$0	$0	$0	$0	$0
LOW-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LOW-MEDIUM-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MEDIUM-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
HIGH DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL RESIDENTIAL	$23,975	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL										
RETAIL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
INDUSTRIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL YEARLY VALUATION INCREASE:	$23,975	$0	$0	$0	$0	$0	$0	$0	$0	$0
CUMULATIVE ASSESSED VALUES										
RESIDENTIAL										
RURAL LIVING	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
VERY-LOW-DENSITY RESIDENTIAL	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975
LOW-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LOW-MEDIUM-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MEDIUM-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
HIGH DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL RESIDENTIAL	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975
NON-RESIDENTIAL										
RETAIL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
INDUSTRIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL CUMULATIVE ASSESSED VALUE	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975	$23,975
SECURED PROPERTY TAX REVENUE CALCULATION:										
CITY OF REDLANDS										
RESIDENTIAL	$48	$48	$48	$48	$48	$48	$48	$48	$48	$48
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL SECURED TAX REVENUES TO CITY	$48	$48	$48	$48	$48	$48	$48	$48	$48	$48
UNSECURED PROPERTY TAX REVENUE CALCULATION:										
CITY OF REDLANDS										
RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL UNSECURED TAX REVENUES TO CITY	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
TOTAL PROPERTY TAXES TO CITY	$49	$49	$49	$49	$49	$49	$49	$49	$49	$49

TABLE 3
CITY OF REDLANDS : MODEL
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS

RESIDENTIAL INDIRECT SALES TAX GENERATION ASSUMPTIONS

AVERAGE HOUSEHOLD INCOME ASSUMPTIONS:		
WEIGHTED AVERAGE RESIDENTIAL PRICE	$685,000	
AVERAGE RESIDENTIAL MORTGAGE (20% DOWN)	$548,000	
ANNUAL MORTGAGE PAYMENTS @ 6.50% & 30 YEARS	$41,565	CITY
AVG. HOUSEHOLD INCOME (3:1 INCOME/PAYMENT RATIO):	$124,694	
RETAIL TAXABLE EXPENDITURE (% OF INCOME):	25.0%	
PROJECT RESIDENTS' PURCHASES OUTSIDE PROJECT AND WITHIN INCORPORATED CITY:	50.0%	

BUSINESS DIRECT SALES & USE TAX GENERATION ASSUMPTIONS

SALES TAXES PASSED THROUGH TO CITY, APPLIED TO COSTS: /1	1.00%	CITY
MEASURE 'I' TAXES PASSED THROUGH TO TRANSIT AUTHORITY	0.00%	
LOCAL TRANSPORTATION SALES TAXES	0.00%	
DISPLACED EXISTING CITY SALES TAX	33.33%	
PROJECT RETAIL TAXABLE SALES PER SQ. FT:		
RETAIL	$0.00	
INDUSTRIAL	$0.00	
OTHER NON-RESIDENTIAL	0	

PROPERTY TRANSFER TAX ASSUMPTIONS

RESIDENTIAL PROPERTY TURNOVER RATE	10.00%	CITY
BUS & COM PROPERTY TURNOVER RATE	5.00%	
TRANSFER TAX AS A % OF RESALE DOLLAR	0.11%	
PROPERTY TRANSFER TAX PASSED THROUGH TO CITY	50.00%	

1. Based on amount passed through to city in the adopted 1997-98 budget.

FISCAL YEAR	($s x1,000)	end of:	YEAR 1 2024	YEAR 2 2025	YEAR 3 2026	YEAR 4 2027	YEAR 5 2028	YEAR 6 2029	YEAR 7 2030	YEAR 8 2031	YEAR 9 2032	YEAR 10 2033
SALES & USE TAX REVENUE CALCULATION (CUMULATIVE):												
INDIRECT SALES TAX GENERATION												
RESIDENTIAL TAXABLE EXPENDITURES			$1,091	$1,091	$1,091	$1,091	$1,091	$1,091	$1,091	$1,091	$1,091	$1,091
TOTAL TAXABLE PURCHASES WITHIN CITY			$546	$546	$546	$546	$546	$546	$546	$546	$546	$546
RESIDENTIAL SALES TAX GENERATION			$5	$5	$5	$5	$5	$5	$5	$5	$5	$5
DIRECT SALES TAX GENERATION												
RETAIL TAXABLE SALES			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
INDUSTRIAL TAXABLE SALES			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER NON-RESIDENTIAL TAXABLE SALES			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUB-TOTAL DIRECT TAXABLE SALES			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LESS: DISPLACED EXISTING CITY SALES TAX			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL DIRECT TAXABLE SALES			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL DIRECT SALES TAX GENERATION			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT SALES & USE TAX REVENUES, APPLIED TO COSTS			$5	$5	$5	$5	$5	$5	$5	$5	$5	$5
RESIDENTIAL MEASURE 'I' SALES TAXES			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL MEASURE 'I' SALES TAXES			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RESIDENTIAL LOCAL TRANSPORTATION SALES TAXES			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL LOCAL TRANSPORTATION SALES TAXES			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT SALES & USE TAX REVENUES, FOR TRANSPORTATION			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROPERTY TRANSFER TAX CALCULATION (CUMULATIVE):												
RESIDENTIAL PROPERTY TRANSFER TAXES			$1.32	$1.32	$1.32	$1.32	$1.32	$1.32	$1.32	$1.32	$1.32	$1.32
NON-RESIDENTIAL PROPERTY TRANSFER T AXES			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL ANNUAL PROPERTY TRANSFER TAXES			$1	$1	$1	$1	$1	$1	$1	$1	$1	$1

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

TABLE 4
CITY OF REDLANDS : MODEL
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS

BUSINESS LICENSE FEE REVENUE		FRANCHISE FEES (PER CAPITA)			TRANSIENT OCCUPANCY TAX
RESIDENTIAL	NA		RESIDENTIAL	NON-RESIDENTIAL	NUMBER OF AVAILABLE HOTEL ROOMS
NON-RESIDENTIAL		TOTAL FRANCHISE	$16.71	$16.71	OCCUPANCY RATE
BUSINESS LICENSE FEES ARE CHARGED AT A RATE EQUAL					AVERAGE BILLING RATE PER ROOM
TO $12 FOR THE FIRST $5,000 IN GROSS SALES, PLUS $3					% PASSED THROUGH TO CITY
FOR EACH ADDITIONAL $5,000 INCREMENT IN GROSS SALES.					AVERAGE YEARLY OCCUPANCY REVENUES TO CITY

FISCAL YEAR	($s x1,000)	end of:	YEAR 1 2024	YEAR 2 2025	YEAR 3 2026	YEAR 4 2027	YEAR 5 2028	YEAR 6 2029	YEAR 7 2030	YEAR 8 2031	YEAR 9 2032	YEAR 10 2033
BUSINESS LICENSE FEE REVENUE												
RESIDENTIAL												
RURAL LIVING			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
VERY-LOW-DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
LOW-DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
LOW-MEDIUM-DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MEDIUM-DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
HIGH DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
TOTAL RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NON-RESIDENTIAL												
RETAIL			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
INDUSTRIAL			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER NON-RESIDENTIAL			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, BUSINESS LICENSE FEE REVENUE			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
FRANCHISE FEE REVENUE												
RESIDENTIAL FRANCHISE FEES			$1.638	$1.638	$1.638	$1.638	$1.638	$1.638	$1.638	$1.638	$1.638	$1.638
NON-RESIDENTIAL FRANCHISE FEES			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, FRANCHISE FEE REVENUE			$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
TRANSIENT OCCUPANCY TAX REVENUE												
TOTAL, TRANSIENT OCCUPANCY TAX REVENUE			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

TABLE 5
CITY OF REDLANDS : MODEL
OTHER REVENUE AND REVENUE SUMMARY
FISCAL IMPACT ANALYSIS

OTHER GENERAL REVENUES (PER CAPITA METHOD) /1	
OTHER TAXES /2	$10.86
OTHER REVENUES	$6.96
COMMUNITY DEVELOPMENT	NA
LIBRARY	NA
POLICE DEPARTMENT	NA
POLICE - ANIMAL CONTROL	NA
POLICE - RECREATION	NA
POLICE - SENIOR SERVICES	NA
FIRE	NA
PUBLIC WORKS	NA
SUBTOTAL, OTHER REVENUES PER CAPITA:	$17.83

INCOME FROM INVESTMENTS		
EFFECTIVE INTEREST	2.50%	OTHER

1. See Appendix for calculation of per capita multipliers. For items without values, a net cost technique is being employed.
2. Other Taxes includes Public Safety Sales Tax.

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2024	YEAR 2 2025	YEAR 3 2026	YEAR 4 2027	YEAR 5 2028	YEAR 6 2029	YEAR 7 2030	YEAR 8 2031	YEAR 9 2032	YEAR 10 2033
PER CAPITA REVENUES										
OTHER TAXES										
RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, OTHER TAXES	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
OTHER REVENUES										
RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, OTHER LICENSES, PERMITS & FINES	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
COMMUNITY DEVELOPMENT										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, STATE REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LIBRARY										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, FEDERAL REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
POLICE DEPARTMENT										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, CITY ATTORNEY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
POLICE - ANIMAL CONTROL										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, ENGINEERING SERVICES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
POLICE - RECREATION										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, FIRE DEPARTMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
POLICE - SENIOR SERVICES										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, JOSLYN CENTER	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
FIRE										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, LIBRARY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PUBLIC WORKS										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, PARKS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL RESIDENTIAL PER CAPITA REVENUES	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
TOTAL NON-RESIDENTIAL PER CAPITA REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PER CAPITA REVENUES	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
TOTAL RESIDENTIAL CASE STUDY REVENUES	$58	$58	$58	$58	$58	$58	$58	$58	$58	$58
TOTAL NON-RESIDENTIAL CASE STUDY REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL CASE STUDY REVENUES	$58	$58	$58	$58	$58	$58	$58	$58	$58	$58
RESIDENTIAL REV AVAILABLE FOR INV. INCOME	$59	$59	$59	$59	$59	$59	$59	$59	$59	$59
NON-RESIDENTIAL REV AVAILABLE FOR INV. INCOME	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL REVENUES AVAILABLE FOR INVESTMENT INCOME	$59	$59	$59	$59	$59	$59	$59	$59	$59	$59
RESIDENTIAL INVESTMENT INCOME	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
NON-RESIDENTIAL INVESTMENT INCOME	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL INVESTMENT INCOME	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

TABLE 6
CITY OF REDLANDS : MODEL
POLICE DEPARTMENT, FIRE DEPARTMENT, PUBLIC WORKS & PER CAPITA COSTS
FISCAL IMPACT ANALYSIS

POLICE DEPARTMENT COSTS

RESIDENTIAL CALLS	16,562	CITY
COST PER DWELLING UNIT	$295	
NON-RESIDENTIAL RETAIL CALLS	8,987	
COST PER BUILDING SQUARE FOOT	$0.47	
NON-RESIDENTIAL INDUSTRIAL CALLS	344	
COST PER BUILDING SQUARE FOOT	$0.02	
OTHER NON-RESIDENTIAL CALLS	7,948	
COST PER BUILDING SQUARE FOOT	$0.42	
MISCELLANEOUS CALLS /2	17,628	
TOTAL CALLS	51,469	

1. Based on Net Cost and number of calls to residential or non-residential properties.
2. Based on conversations with the Police Chief, these incidences are not related to residences or businesses in the City.

EXISTING DWELLING UNITS	25,984	CITY
EXISTING NON-RESIDENTIAL SQUARE FOOTAGE	8,824,690	

RESIDENTIAL FIRE DEPARTMENT COSTS [1]

RESIDENTIAL CALLS	3,579	CITY
COST PER DWELLING UNIT	$168	
NON-RESIDENTIAL RETAIL CALLS	446	
COST PER BUILDING SQUARE FOOT	$0.06	
NON-RESIDENTIAL INDUSTRIAL CALLS	155	
COST PER BUILDING SQUARE FOOT	$0.02	
OTHER NON-RESIDENTIAL CALLS	1,459	
COST PER BUILDING SQUARE FOOT	$0.20	
MISCELLANEOUS CALLS /2	1,988	
TOTAL CALLS	7,627	

1. Based on Net Cost and number of calls to residential or non-residential properties.
2. Based on information from Fire Chief, these incidences are not related to residences or businesses in the City.

PUBLIC INFRASTRUCTURE REQUIREMENTS /1

ROADS (LANE MILES)	0.4	DEVELOPER
TRAFFIC INTERSECTIONS REQUIRING SIGNALS	0.0	
AGGREGATE LANDSCAPING (ACRES)	0.0	
PARK ACREAGE (GROSS)	0.0	
STREET LIGHTS	13.0	
OPEN SPACE (ACRES)	0.0	
TRAILS (LINEAL MILE)	0.0	
STORM DRAINS (MILES)	0.3	

1. Infrastructure should exclude privately maintained facilities.

PUBLIC WORKS MAINTENANCE COSTS

PAVEMENT MAINTENANCE PER LANE MILE /1	$5,000	CITY
STREET SWEEPING PER CURB MILE - ALL STREETS /1	$9	
TRAFFIC SIGNAL OPERATIONS & MAINTENANCE PER INTERSECTION /1	$5,560	
LANDSCAPE MAINTENANCE PER ACRE /1	$12,500	
PARK MAINTENANCE PER ACRE /1	$7,000	
STREET LIGHT MAINTENANCE COST PER LIGHT /1	$125	
OPEN SPACE MAINTENANCE PER ACRE /2	$125	
TRAIL MAINTENANCE PER LINEAL MILE /2	$500	
STORM DRAIN MAINTENANCE PER MILE /2	$750	

1. Based on consultations with the City of Redlands Public Works Department.
2. Based on consultant's experience.

CITY GENERAL GOVERNMENT COSTS*

CITY COUNCIL	$174,090
CITY CLERK	$285,939
CITY MANAGER	$314,819
FINANCE	$605,155
CITY TREASURER	$2,875,064
CITY ATTORNEY	$1,159,167
TOTAL, CITY GENERAL GOVERNMENT COSTS	$5,414,234

*Costs have been reduced to reflect department specific revenues.

CITY GENERAL GOVERNMENT COSTS CONTINUED

TOTAL CITY OPERATING BUDGET*	$49,046,241
*Excludes Debt Service, Utilities and Capital Improvements.	
OVERHEAD AS A % OF OPERATING BUDGET	11.04%
OVERHEAD AS A % OF DIRECT COSTS	12.41%
OVERHEAD BY DEFINITION CAUSING NO COST	0.00%
OVERHEAD AS % OF DIRECT, AVERAGE	6.20%

OTHER NET COSTS (PER CAPITA METHOD) /1

COMMUNITY DEVELOPMENT	$29.49
LIBRARY	$28.43

1. See Appendix for calculation of per capita multipliers.

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2022	YEAR 2 2023	YEAR 3 2024	YEAR 4 2025	YEAR 5 2026	YEAR 6 2027	YEAR 7 2028	YEAR 8 2029	YEAR 9 2030	YEAR 10 2031
CITY DIRECT COSTS										
POLICE DEPARTMENT COSTS										
RESIDENTIAL	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325
NON-RESIDENTIAL RETAIL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL INDUSTRIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
OTHER NON-RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, POLICE DEPARTMENT COSTS	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325
FIRE DEPARTMENT COSTS										
RESIDENTIAL	$5.887	$5.887	$5.887	$5.887	$5.887	$5.887	$5.887	$5.887	$5.887	$5.887
NON-RESIDENTIAL RETAIL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL INDUSTRIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
OTHER NON-RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, FIRE DEPARTMENT COSTS	$5.887	$5.887	$5.887	$5.887	$5.887	$5.887	$5.887	$5.887	$5.887	$5.887
PUBLIC WORKS COSTS										
PAVEMENT MAINTENANCE	$2.000	$2.000	$2.000	$2.000	$2.000	$2.000	$2.000	$2.000	$2.000	$2.000
STREET SWEEPING	$0.003	$0.003	$0.003	$0.003	$0.003	$0.003	$0.003	$0.003	$0.003	$0.003
TRAFFIC SIGNAL OPERATION	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
LANDSCAPE MAINTENANCE	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
PARK MAINTENANCE	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
STREET LIGHT MAINTENANCE	$1.625	$1.625	$1.625	$1.625	$1.625	$1.625	$1.625	$1.625	$1.625	$1.625
OPEN SPACE MAINTENANCE	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TRAIL MAINTENANCE	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
STORM DRAIN MAINTENANCE	$0.188	$0.188	$0.188	$0.188	$0.188	$0.188	$0.188	$0.188	$0.188	$0.188
TOTAL, PUBLIC WORKS COSTS	$3.816	$3.816	$3.816	$3.816	$3.816	$3.816	$3.816	$3.816	$3.816	$3.816
COMMUNITY DEVELOPMENT										
RESIDENTIAL	$2.891	$2.891	$2.891	$2.891	$2.891	$2.891	$2.891	$2.891	$2.891	$2.891
NON-RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, COMMUNITY DEVELOPMENT	$2.891	$2.891	$2.891	$2.891	$2.891	$2.891	$2.891	$2.891	$2.891	$2.891
LIBRARY										
RESIDENTIAL	$2.787	$2.787	$2.787	$2.787	$2.787	$2.787	$2.787	$2.787	$2.787	$2.787
NON-RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, LIBRARY	$2.787	$2.787	$2.787	$2.787	$2.787	$2.787	$2.787	$2.787	$2.787	$2.787
CITY DIRECT COSTS										
RESIDENTIAL	$19.819	$19.819	$19.819	$19.819	$19.819	$19.819	$19.819	$19.819	$19.819	$19.819
NON-RESIDENTIAL	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325	$10.325
TOTAL, CITY DIRECT COSTS	$30.144	$30.144	$30.144	$30.144	$30.144	$30.144	$30.144	$30.144	$30.144	$30.144
CITY GENERAL GOVERNMENT COSTS										
RESIDENTIAL	$1.230	$1.230	$1.230	$1.230	$1.230	$1.230	$1.230	$1.230	$1.230	$1.230
NON-RESIDENTIAL	$0.641	$0.641	$0.641	$0.641	$0.641	$0.641	$0.641	$0.641	$0.641	$0.641
TOTAL, CITY GENERAL GOVERNMENT COSTS	$1.870	$1.870	$1.870	$1.870	$1.870	$1.870	$1.870	$1.870	$1.870	$1.870

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

TABLE 7
CITY OF REDLANDS : MODEL
FISCAL IMPACT ANALYSIS DETAILED SUMMARY

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2024	YEAR 2 2025	YEAR 3 2026	YEAR 4 2027	YEAR 5 2028	YEAR 6 2029	YEAR 7 2030	YEAR 8 2031	YEAR 9 2032	YEAR 10 2033	% OF TOTAL
ONGOING REVENUES											
SECURED PROPERTY TAXES											
RESIDENTIAL	$48	$48	$48	$48	$48	$48	$48	$48	$48	$48	78.72%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
UNSECURED PROPERTY TAXES											
RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	2.16%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TRANSFER PROPERTY TAXES											
RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	2.16%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
SALES TAXES											
RESIDENTIAL	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5	8.96%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
MEASURE 'I' SALES TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
LOCAL TRANSPORTATION SALES TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TRANSIENT OCCUPANCY TAX											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
FRANCHISE FEE REVENUES											
RESIDENTIAL	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	2.69%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
BUSINESS LICENSE REVENUES											
RESIDENTIAL	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
OTHER TAXES											
RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	1.75%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
OTHER REVENUES											
RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	1.12%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
COMMUNITY DEVELOPMENT											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
LIBRARY											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
POLICE DEPARTMENT											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
POLICE - ANIMAL CONTROL											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
POLICE - RECREATION											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
POLICE - SENIOR SERVICES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
FIRE											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
PUBLIC WORKS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
INVESTMENT INCOME REVENUES											
RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	2.44%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TOTAL RESIDENTIAL REVENUES	$61	$61	$61	$61	$61	$61	$61	$61	$61	$61	100.00%
TOTAL NON-RESIDENTIAL REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TOTAL ON-GOING REVENUES	$61	$61	$61	$61	$61	$61	$61	$61	$61	$61	
ONGOING COSTS											
POLICE DEPARTMENT COSTS											
RESIDENTIAL	$10	$10	$10	$10	$10	$10	$10	$10	$10	$10	37.44%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
FIRE DEPARTMENT COSTS											
RESIDENTIAL	$6	$6	$6	$6	$6	$6	$6	$6	$6	$6	21.35%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
PUBLIC WORKS DEPARTMENT COST											
RESIDENTIAL	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	13.84%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
GENERAL GOVERNMENT COSTS											
RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	4.46%
NON-RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	2.32%
COMMUNITY DEVELOPMENT COSTS											
RESIDENTIAL	$3	$3	$3	$3	$3	$3	$3	$3	$3	$3	10.48%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
LIBRARY COSTS											
RESIDENTIAL	$3	$3	$3	$3	$3	$3	$3	$3	$3	$3	10.11%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TOTAL RESIDENTIAL COSTS	$27	$27	$27	$27	$27	$27	$27	$27	$27	$27	97.68%
TOTAL NON-RESIDENTIAL COSTS	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	2.32%
TOTAL ON-GOING COSTS	$28	$28	$28	$28	$28	$28	$28	$28	$28	$28	
ANNUAL RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$34	$34	$34	$34	$34	$34	$34	$34	$34	$34	
ANNUAL NON-RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	($1)	($1)	($1)	($1)	($1)	($1)	($1)	($1)	($1)	($1)	
TOTAL ANNUAL ONGOING SURPLUS/(DEFICIT)	$33	$33	$33	$33	$33	$33	$33	$33	$33	$33	
ANNUAL RESIDENTIAL REVENUE/COST RATIO	2.26	2.26	2.26	2.26	2.26	2.26	2.26	2.26	2.26	2.26	
ANNUAL NON-RESIDENTIAL REVENUE/COST RATIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL ANNUAL REVENUE/COST RATIO	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	

TABLE 8a
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS SUMMARY (Residential Only))

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2024	YEAR 2 2025	YEAR 3 2026	YEAR 4 2027	YEAR 5 2028	YEAR 6 2029	YEAR 7 2030	YEAR 8 2031	YEAR 9 2032	YEAR 10 2033
ONGOING REVENUES										
TOTAL RESIDENTIAL REVENUES	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142
ONGOING COSTS										
TOTAL RESIDENTIAL COSTS	$26.9348	$26.9348	$26.9348	$26.9348	$26.9348	$26.9348	$26.9348	$26.9348	$26.9348	$26.9348
ANNUAL RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$33.9794	$33.9794	$33.9794	$33.9794	$33.9794	$33.9794	$33.9794	$33.9794	$33.9794	$33.9794
ANNUAL RESIDENTIAL REVENUE/COST RATIO	2.26	2.26	2.26	2.26	2.26	2.26	2.26	2.26	2.26	2.26

TABLE 8b
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS SUMMARY (Commercial Only)

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2024	YEAR 2 2025	YEAR 3 2026	YEAR 4 2027	YEAR 5 2028	YEAR 6 2029	YEAR 7 2030	YEAR 8 2031	YEAR 9 2032	YEAR 10 2033
ONGOING REVENUES										
TOTAL NON-RESIDENTIAL REVENUES	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
ONGOING COSTS										
TOTAL NON-RESIDENTIAL COSTS	$0.6406	$0.6406	$0.6406	$0.6406	$0.6406	$0.6406	$0.6406	$0.6406	$0.6406	$0.6406
ANNUAL NON-RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	($0.6406)
ANNUAL NON-RESIDENTIAL REVENUE/COST RATIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TABLE 8c
CITY OF REDLANDS : MODEL
FISCAL IMPACT ANALYSIS SUMMARY (MIXED)

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2024	YEAR 2 2025	YEAR 3 2026	YEAR 4 2027	YEAR 5 2028	YEAR 6 2029	YEAR 7 2030	YEAR 8 2031	YEAR 9 2032	YEAR 10 2033	% OF TOTAL
ONGOING REVENUES											
TOTAL RESIDENTIAL REVENUES	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	100.00%
TOTAL NON-RESIDENTIAL REVENUES	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	0.00%
TOTAL ON-GOING REVENUES	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	$60.9142	
ONGOING COSTS											
TOTAL RESIDENTIAL COSTS	$26.9348	$26.9348	$26.9348	$26.9348	$26.9348	$26.9348	$26.9348	$26.9348	$26.9348	$26.9348	97.68%
TOTAL NON-RESIDENTIAL COSTS	$0.6406	$0.6406	$0.6406	$0.6406	$0.6406	$0.6406	$0.6406	$0.6406	$0.6406	$0.6406	2.32%
TOTAL ON-GOING COSTS	$27.5754	$27.5754	$27.5754	$27.5754	$27.5754	$27.5754	$27.5754	$27.5754	$27.5754	$27.5754	
ANNUAL RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$33.9794	$33.9794	$33.9794	$33.9794	$33.9794	$33.9794	$33.9794	$33.9794	$33.9794	$33.9794	
ANNUAL NON-RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	($0.6406)	
TOTAL ANNUAL ONGOING SURPLUS/(DEFICIT)	$33.3388	$33.3388	$33.3388	$33.3388	$33.3388	$33.3388	$33.3388	$33.3388	$33.3388	$33.3388	
ANNUAL RESIDENTIAL REVENUE/COST RATIO	2.26	2.26	2.26	2.26	2.26	2.26	2.26	2.26	2.26	2.26	
ANNUAL NON-RESIDENTIAL REVENUE/COST RATIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL ANNUAL REVENUE/COST RATIO	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	2.21	

TABLE 9
CITY OF REDLANDS : MODEL
SCHOOL FEE MITIGATION (SB 50)
FISCAL IMPACT ANALYSIS

RESIDENTIAL SCHOOL FEE MITIGATION

DEVELOPER FEE REVENUE PER SINGLE FAMILY DETACHED UNIT /1	$3,113
DEVELOPER FEE REVENUE PER MULTI-FAMILY ATTACHED UNIT /2	$1,431
DEVELOPER FEE REVENUE PER MOBILE HOME /3	$1,212

STUDENT GENERATION FACTORS

ELEMENTARY SCHOOL	
SFD	0.2260
MFA	0.1362
Mobile Home	0.1068
MIDDLE SCHOOL	
SFD	0.1310
MFA	0.0574
Mobile Home	0.0548
HIGH SCHOOL	
SFD	0.1690
MFA	0.0565
Mobile Home	0.0493

SCHOOL DIST

	Capacity	Acreage	SBE 50 fees
Elementary	600	10	$5,200
Middle School	1000	20	$5,500
High School	2200	50	$7,200

FISCAL YEAR ($s ×1,000) end of:	YEAR 1 2024	YEAR 2 2025	YEAR 3 2026	YEAR 4 2027	YEAR 5 2028	YEAR 6 2029	YEAR 7 2030	YEAR 8 2031	YEAR 9 2032	YEAR 10 2033	TOTAL	
CITY OF REDLANDS												
ANNUAL PROJECTED RESIDENTIAL DEVELOPMENT												
SFD	35	0	0	0	0	0	0	0	0	0	35	DEVELOPER
MFA	0	0	0	0	0	0	0	0	0	0	0	
Mobile Home	0	0	0	0	0	0	0	0	0	0	0	
STUDENT PROJECTIONS												
ELEMENTARY												
SFD	7.91	0	0	0	0	0	0	0	0	0	8	
MFA	0	0	0	0	0	0	0	0	0	0	0	
Mobile Home	0	0	0	0	0	0	0	0	0	0	0	
MIDDLE SCHOOL												
SFD	4.585	0	0	0	0	0	0	0	0	0	5	
MFA	0	0	0	0	0	0	0	0	0	0	0	
Mobile Home	0	0	0	0	0	0	0	0	0	0	0	
HIGH SCHOOL												
SFD	5.915	0	0	0	0	0	0	0	0	0	6	
MFA	0	0	0	0	0	0	0	0	0	0	0	
Mobile Home	0	0	0	0	0	0	0	0	0	0	0	
ANNUAL SCHOOL FEE MITIGATION												
ELEMENTARY												
SFD	$41,132	$0	$0	$0	$0	$0	$0	$0	$0	$0		
MFA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
Mobile Home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
									Total	$41,132		
MIDDLE SCHOOL												
SFD	$25,218	$0	$0	$0	$0	$0	$0	$0	$0	$0		
MFA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
Mobile Home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
									Total	$25,218		
HIGH SCHOOL												
SFD	$42,588	$0	$0	$0	$0	$0	$0	$0	$0	$0		
MFA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
Mobile Home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
									Total	$42,588		
TOTAL SCHOOL FEE MITIGATION												
SFD	$108,938	$0	$0	$0	$0	$0	$0	$0	$0	$0	$108,938	
MFA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Mobile Home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
TOTAL	$108,938	$0	$0	$0	$0	$0	$0	$0	$0	$0		

FINAL

INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION

TEXAS STREET RESIDENTIAL DEVELOPMENT PROJECT

TENTATIVE TRACT MAP NO. 20520

CITY OF REDLANDS

SAN BERNARDINO COUNTY, CALIFORNIA



LSA

June 2023

This page intentionally left blank

FINAL

INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION

TEXAS STREET RESIDENTIAL DEVELOPMENT PROJECT

CITY OF REDLANDS

SAN BERNARDINO COUNTY, CALIFORNIA

Prepared for:

City of Redlands
Development Services Department, Planning Division
35 Cajon Street, Suite 20
Post Office Box 3005
Redlands, California 92373
(909) 798-7555

Prepared by:

LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310

Project No. CRX2201

LSA

June 2023

This page intentionally left blank

TABLE OF CONTENTS

TABLE OF CONTENTS i
LIST OF ACRONYMS AND ABBREVIATIONS iii
1.0 INTRODUCTION 1-1
1.1 Format of Response to Comments 1-1
2.0 RESPONSE TO COMMENTS 2-1
2.1 Local Agencies 2-1
2.1.1 San Bernardino Valley Water Conservation District (SBVWCD) 2-5
2.2 Interested Parties 2-8
2.2.1 Redlands Shooting Park 2-10
3.0 ERRATA 3-1
3.1 Initial Study Checklist 3-1

APPENDIX

A: DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

This page intentionally left blank

LIST OF ACRONYMS AND ABBREVIATIONS

CEQA	California Environmental Quality Act
City	City of Redlands
CNEL	Community Noise Equivalent Level
County	County of San Bernardino
dBA	A-weighted decibel(s)
District	San Bernardino Valley Water Conservation District (also SBVWCD)
IS/MND	Initial Study/Mitigated Negative Declaration
MRZ	Mineral Resource Zone
NOI	Notice of Intent
PCC	plain cement concrete
Project	Texas Street Residential Development Project
SART	Santa Ana River Trail
SBVWCD	San Bernardino Valley Water Conservation District (also District)
Wash Plan	Upper Santa Ana River Wash Habitat Conservation Plan
WSPA	Woolly-star Preserve Area

This page intentionally left blank

1.0 INTRODUCTION

This section comprises the Comments and Responses of the Final Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Texas Street Residential Development Project (proposed Project) in the City of Redlands, San Bernardino County, California. The purpose of this document is to respond to all comments received by the City of Redlands (City) regarding the environmental information and analyses contained in the IS/MND.

Consistent with *State CEQA Guidelines* Section 15073 and in accordance with the City's Local CEQA Procedures, a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration was sent to responsible agencies and trustee agencies in addition to various public agencies, citizen groups, and interested individuals concerned with the Project. In addition, the NOI was filed with the San Bernardino County Clerk and the State Clearinghouse on April 20, 2023.

The Draft IS/MND was circulated for public review for a period of 30 days, from April 21, 2023, to May 22, 2023. Copies of the Draft IS/MND were made available for public review at the City's office located at 35 Cajon Street, Suite 20, Redlands, CA 92373 or online on the City's website at https://www.cityofredlands.org/post/environmental-documents. Two comment letters were received during the public review period. Comments were received from one local agency and one interested party.

The City is the Lead Agency under CEQA and is required to consider agency and public comments on the IS/MND. Although preparation of responses to comments on an IS/MND is not required, responses have been prepared.

The following is a list of the agencies and interested parties that commented on the IS/MND prior to the close of the public comment period. The comments received have been organized in a manner that facilitates a particular comment or set of comments. Each comment letter received is indexed with an alphanumeric code below.

Comment Letter Index

Comment Code	Signatory	Date
Local Agencies		
L-1	San Bernardino Valley Water Conservation District	May 17, 2023
Interested Parties		
I-1	Redlands Shooting Park	May 22, 2023

1.1 FORMAT OF RESPONSE TO COMMENTS

Responses to each of the comment letters are provided on the following pages. The comment index numbers are provided in the upper right-hand corner of each comment letter, and individual points within each letter are numbered along the right-hand margin of each letter. The City's responses to each comment letter immediately follow the letter and are referenced by index numbers in the margins.

This page intentionally left blank

2.0 RESPONSE TO COMMENTS

2.1 LOCAL AGENCIES

Comment Letter L-1

San Bernardino Valley
Water Conservation District
Helping Nature Store Our Water

May 17, 2023

Sean Reilly
Principal Planner
City of Redlands
35 Cajon St., Suite 20
Redlands, CA 92373

RE: Notice of Intent to Adopt a Mitigated Negative Declaration for the Texas Street Residential Development Project

Dear Sean Reilly,

The San Bernardino Valley Water Conservation District (District) appreciates the opportunity to comment on the Initial Study/Mitigated Negative Declaration (IS/MND) for the Texas Street Residential Development Project (Project) proposed by TTLC Redlands Texas St, LLC. We would like to comment that the proposed Project boundary is adjacent to the boundary of the Upper Santa Ana River Wash Habitat Conservation Plan (Wash Plan), for which the District serves as the lead Permittee. There is also an area of overlap with a Wash Plan Covered Project, as seen in the attached Figure 1, which we understand may have been relocated following Wash Plan adoption. L-1-1

The Wash Plan is the culmination of two decades of coordination among the District and our Task Force partners to develop an integrated approach to permit and mitigate construction and maintenance activities within the Wash area, including water conservation, wells and water infrastructure, aggregate mining, transportation, flood control, agriculture, trails, and habitat enhancement. Members in the Task Force include the District, County of San Bernardino, the Cities of Highland and Redlands, Redlands Municipal Utility District, BLM, Cemex Inc., Robertson's Ready-Mix, East Valley Water District, San Bernardino Valley Municipal Water District, and San Bernardino County Flood Control District. The Wash Plan conserves and protects the following endangered species: Santa Ana woolly star, San Bernardino kangaroo rat, California coastal gnatcatcher, and slender-horned spineflower. Additionally, the Wash Plan serves as mitigation for several infrastructure projects within the area. L-1-2

While the District is not a CEQA Responsible Agency, we request consideration of the following comments on the IS/MND:

1. As seen in the attached Figure 1, the proposed Project boundary overlaps the southern border of the Wash Plan, which – as noted in the IS/MND (Section 2.2.1) – is planned for construction of an extension of the Santa Ana River Trail (SART). Within the Wash Plan, the activity is included as a Covered Activity by the City of Redlands (Redl.09; Wash Plan Section 2.2.6). Note that other L-1-3

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
Phone: 909.793.2503
Fax: 909.793.0188
www.sbvwcd.org Email: info@sbvwcd.org

BOARD OF DIRECTORS
Division 1: Richard Corneille
Division 2: David E. Raley
Division 3: Robert Stewart
Division 4: John Longville
Division 5: Melody McDonald
GENERAL MANAGER
Betsy Miller

Project components as described in the IS/MND are not Covered Activities under the Wash Plan. Specific questions on the current status and/or planned location of the SART should be directed to the project proponent.

L-1-3 cont.

2. The proposed Project boundary overlaps Wash Plan Neutral Lands and is near the Santa Ana River Woolly-star Preserve Area (WSPA). Biological data collected for the Wash Plan shows state and federally listed rare, threatened, and endangered species within these areas. The district is happy to provide data for the larger area in shapefile format, if desired. The data may also be viewed in the Wash Plan.

L-1-4

3. We kindly request updating Wash Plan references throughout the document to the current 2020 version of the document as posted to the District's website. Specifically, we recommend correcting sections 3.4.f and 3.12.a of the IS/MND.

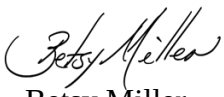
L-1-5

If it may be of use, the Wash Plan is available online at https://www.sbvwcd.org/docman-wash-plan/6245-washplan-hcp-final-full-clean-20200420-2/file.

Please feel free to contact Milan Mitrovich at 909-793-2503 or via email at mmitrovich@sbvwcd.org with any questions or comments. We appreciate the opportunity to comment, and request to be included on future project notifications as well.

L-1-6

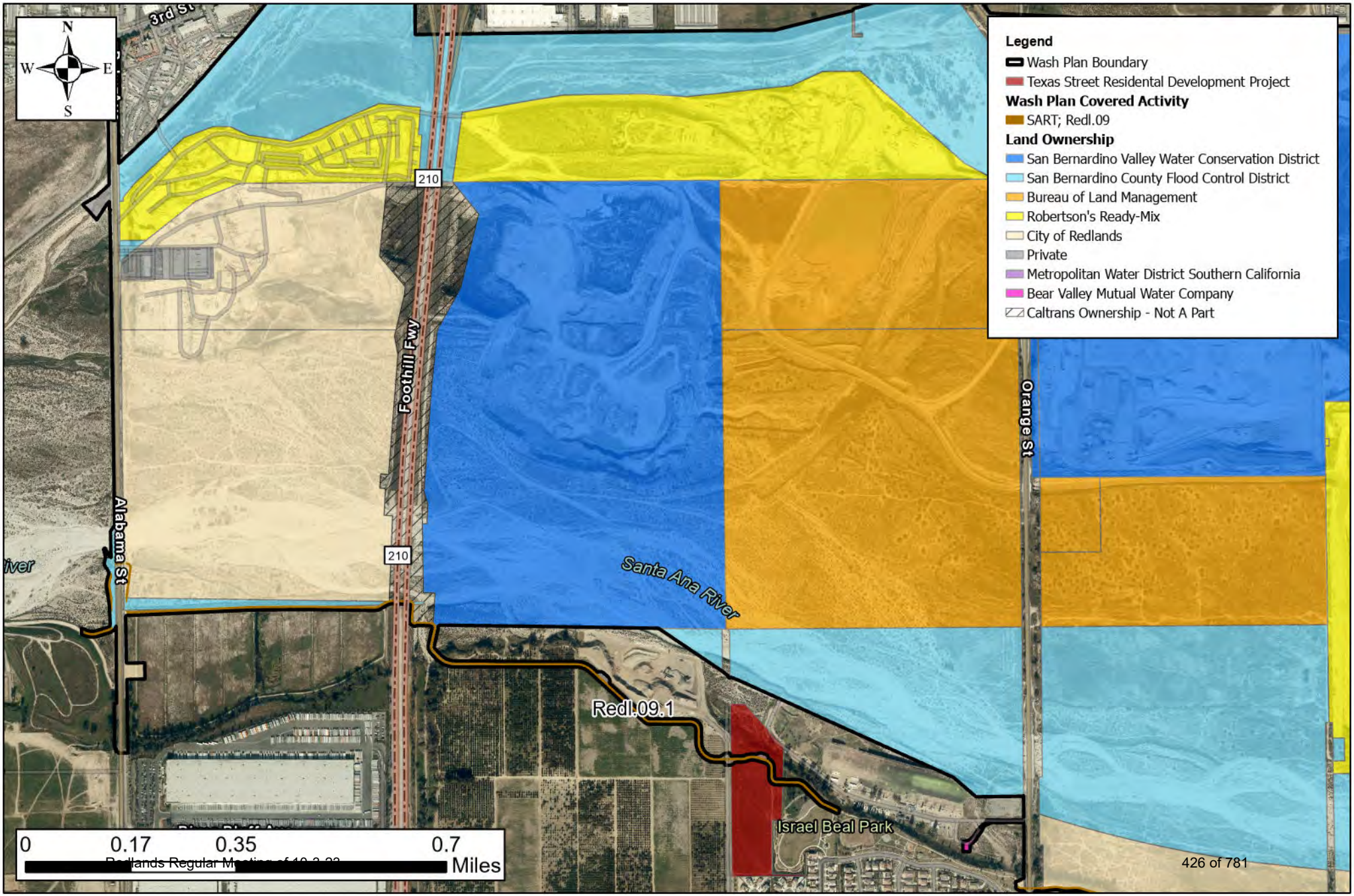
Sincerely,



Betsy Miller
General Manager

Figure 1: Texas Street Residential Development Project Overlap with the Wash Plan

Coordinate System:
NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBVWCD
GIS Contact: Anna Frey
M:\Project Notices
May 12, 2023



2.1.1 San Bernardino Valley Water Conservation District (SBVWCD)

Letter Code: L-1
Commenter: Betsy Miller, General Manager, San Bernardino Valley Water Conservation District
Date: May 17, 2023

Response to Comment L-1-1

This comment provides introductory remarks. The comment states that the Project site boundary is adjacent to the boundary of the Upper Santa Ana River Wash Habitat Conservation Plan (Wash Plan), of which the San Bernardino Valley Water Conservation District (District) is the lead Permittee. The comment also states that the Project site overlaps the location of a Wash Plan Covered Project, which may have been relocated.

The City acknowledges this comment. No response is necessary.

Response to Comment L-1-2

This comment describes the level of coordination involved in developing the Wash Plan's approach to construction and maintenance activities within the Wash area and describes the various members involved with the Task Force that developed the Wash Plan. The comment then lists several endangered species that the Wash Plan aims to protect. The comment adds that the Wash Plan also functions as mitigation for several infrastructure projects in the surrounding area.

The City acknowledges this comment. No response is necessary.

Response to Comment L-1-3

This comment requests that the Draft IS/MND consider the proposed Project's overlap with the southern border of the Wash Plan, which is the location of a planned extension of the Santa Ana River Trail (SART). The comment notes that, while the SART extension is a Covered Activity by the Wash Plan, other proposed Project components described in the Draft IS/MND are not. Figure 1, Texas Street Residential Development Project Overlap with the Wash Plan, provided as an attachment to Comment Letter L-1, indicates the only overlap shared by the Project site and the Wash Plan is the planned route of the SART extension, which would generally run east to west through the northern portion of the Project site.

Section 2.2.1, Overall Development Concept, of the Draft IS/MND states that the proposed Project would construct an extension of the SART through the northern portion of the Project site. Furthermore, Figure 4, Tentative Landscape Plan, included in Section 2.0, Project Description, of the Draft IS/MND, provides an illustrative view of the proposed landscape design, including the general locations of proposed sidewalks, bike paths, and the route of the proposed SART extension. A comparison of Figure 1 in Comment Letter L-1 and Figure 4 in the IS/MND indicates the proposed Project's trail extension generally aligns with the conceptually planned SART extension depicted in the Wash Plan. As such, although the proposed Project would overlap the SART extension portion of the Wash Plan, no other proposed Project components would be implemented within the boundary of the Wash Plan. The Project's property boundary and areas of ground disturbance are located approximately 180 feet and 500 feet to the south of the Wash Plan, respectively. Therefore, the Wash Plan and its Covered Projects are not applicable to other Project components proposed outside of the SART extension. The proposed Project would avoid any environmental effects related to the Wash Plan, and the Project does not implicate or alter any

environmental effects or mitigation measures previously identified in the *Upper Santa Ana River Wash Habitat Conservation Plan EIR*.

Response to Comment L-1-4

This comment requests that the Draft IS/MND consider the Project site's overlap with Wash Plan Neutral Lands and its location near the Woolly-star Preserve Area (WSPA). The comment states that federally listed rare, threatened, and endangered species have been recorded in these areas, and provides options for the City to view the data.

Please refer to Response to Comment L-1-3 regarding the Wash Plan overlap. The City acknowledges the SART extension overlap; however, according to Figure 1 in Comment Letter L-1, the Project site does not appear to overlap any of the Wash Plan Neutral Lands (such land is not identified in the map legend).

As discussed in Section 3.4, Biological Resources, of the Draft IS/MND, no special-status species or plant communities were observed on the portion of the Project site within the proposed limits of disturbance. It is understood that the WSPA is located to the north of the Project site; however, because the Woolly-star and other special-status species occur outside the portion of the Project site where development is proposed, these species are not anticipated to be adversely affected by the proposed Project's actions. Although the Biological Resources Assessment determined that the Project site does not have the potential to support burrowing owl and no breeding or nesting birds or raptors were observed within the Project site and surrounding vicinity, implementation of **Mitigation Measures BIO-1, BIO-2, and BIO-3**, as described in Section 3.4, Biological Resources, of the Draft IS/MND, would ensure impacts on special-status species would have a less than significant impact with mitigation incorporated. No change to the Draft IS/MND has been made in response to this comment.

Response to Comment L-1-5

This comment requests that references throughout the Draft IS/MND, particularly in Sections 3.4.f and 3.12.a, be updated to reflect the current 2020 version of the Wash Plan.

Sections 3.4.f and 3.12.a in the IS/MND state that the Project site is located outside the boundaries of the Wash Plan; however, as indicated by the SBVWCD, the updated Wash Plan adopted in 2020 depicts the general location of the proposed SART extension. As discussed in the Response to Comment L-1-3 above, the Project site would overlap the Wash Plan; however, the proposed Project actions within the Wash Plan boundary (the proposed SART extension through the Project site) are a Covered Activity under the Wash Plan. No other proposed Project components would be implemented within the boundary of the Wash Plan. Therefore, the Wash Plan and its Covered Projects are not applicable to other Project components proposed outside of the overlap area.

Sections 3.4.f and 3.12.a of the Draft IS/MND have been revised to reflect the overlap occurring between the Project site and the Wash Plan Boundary at the SART extension area, and to discuss the potential impact of this overlap. These edits are included in Chapter 3, Errata, of this Final IS/MND. As described above, these changes are generally minor changes that do not constitute significant new information, change the conclusions of the environmental analysis, or require recirculation of the document (*State California Environmental Quality Act [CEQA] Guidelines* Section 15073.5).

Response to Comment L-1-6

This comment provides closing remarks and a request to receive future notifications regarding the Project.

The City acknowledges this comment. No response is necessary.

2.2 INTERESTED PARTIES

Comment Letter I-1

REDLANDS SHOOTING PARK

May 22, 2023

City of Redlands
Development Services Department
35 Cajon Street Suite 20, P.O Box 3005
Redlands Ca, 92373

Re: Texas Street Residential Development Project: Tentative Tract Map No. 20520, Conditional Use Permit No. 1167

To whom it may concern,

My name is Allison Rangel and I am the owner of Redlands Shooting Park, located directly adjacent to the proposed Texas Street Residential Development Project: Tentative Tract Map No. 20520 Conditional Use Permit No. 1167. I am very concerned about the City of Redlands' Notice of Intent to Adopt A Mitigated Negative Declaration under CEQA regarding the project.

I-1-1

Obviously placing a residential development so close in proximity to an active shooting range will cause two issues that may not be mitigated. First, the noise from the range will no doubt exceed the county noise element and the residents will constantly be complaining and looking to us to resolve the noise problem. Second, active shooters next door to family homes will cause a significant safety concern regarding children.

I-1-2

Clearly, these issues may not be able to be mitigated and to that effect, we believe a mitigated negative declaration is improper. Building any residential units so close to a shooting range is not advisable and the City of Redlands surely knows this to be true.

I-1-3

Respectfully,
Allison Rangel
Allison Rangel

2125 N. Orange Street Redlands, Ca. 92374 www.redlandsshootingpark.com 909-335-8844

2.2.1 Redlands Shooting Park

Letter Code: I-1
Commenter: Allison Rangel, Owner of Redlands Shooting Park
Date: May 22, 2023

Response to Comment I-1-1

This comment provides introductory remarks and notes that the commenter owns the Redlands Shooting Park property, which is located northeast of the Project site. The comment expresses concern over the NOI circulated regarding the proposed Project.

The City acknowledges this comment. No response is necessary.

Response to Comment I-1-2

The comment expresses concern that the Project site's close proximity to the Redlands Shooting Park would exceed the County noise element and result in complaints from residents of the proposed Project on the noise level in the area. The comment also expresses safety concerns over the presence of shooters adjacent to family homes.

The comment references a "county noise element," which is assumed to mean the County of San Bernardino 2007 General Plan Noise Element. The County's General Plan contains no requirement to prevent new development based on existing noise conditions. However, one Noise Element policy designates certain areas as "noise impacted" if "exposed to existing or projected future exterior noise levels from mobile or stationary sources exceeding standards listed in Chapter 83.01 of the Development Code" (County of San Bernardino 2007). According to these standards, the maximum normally acceptable level of community noise exposure for new development is 50-60 dBA for the land use category of Residential – Single Family (California Governor's Office of Planning and Research). Because the Project proposes the development of 35 single-family homes, this Single-Family Residential standard would apply if the Project were to be built in unincorporated San Bernardino County. As described throughout the IS/MND, the Project site is located within the City of Redlands (as is the Redlands Shooting Park); therefore, the City's General Plan applies instead of the San Bernardino County General Plan. The City's General Plan contains a similar standard, which suggests that single-family residential uses are clearly compatible in areas of the City where the Community Noise Equivalent Level (CNEL) is 60 dBA or lower.

As stated in Section 3.12, Noise, of the IS/MND, a short-term noise level measurement was conducted at the Project site on December 6, 2022. Within the 20-minute observation period, the average noise level was 46.1 dBA. Two long-term noise level measurements were also conducted from December 6, 2022, to December 7, 2022. At the first location, the daytime average noise level was between 44.1 and 52.1 dBA and the nighttime average noise level was between 44.8 and 50.9 dBA. At the second location, the daytime average noise level was between 46 and 53.3 dBA and the nighttime average noise level was between 47.4 and 50.0 dBA. Thus, both short-term and long-term ambient noise monitoring results indicate that the Project site meets normally acceptable levels of community noise exposure prior to new development as laid out in the County of San Bernardino 2007 General Plan Noise Element and the City of Redlands General Plan Noise Element.

Although the Project site meets the normally acceptable ambient noise levels for new residential development, it is possible that new residents may hear activities at the shooting range and express safety concerns regarding range operations. CEQA is intended to evaluate potential impacts of a proposed project on the surrounding environment and does not require the Lead Agency to evaluate the potential impacts of the environment on a proposed project. In the 2015 case *California Building Industry Association v. Bay Area Quality Management District*, the California Supreme Court ruled that in general, CEQA does not require analysis nor mitigation of the impact of existing environmental conditions on a project's users or residents. An exception applies when a proposed project risks exacerbating existing environmental hazards, but only when the proposed project's impact on the environment, not the environment's impact on the proposed project, compels the evaluation. The comment generally focuses on potential impacts of the Redlands Shooting Park on the proposed Project, which is not required to be evaluated under CEQA. Because this comment is concerned with specific noise and safety impacts originating from the Shooting Park affecting the Project site, precedent set by *California Building Industry Association v. Bay Area Quality Management District* applies and no analysis of the suggested impacts with respect to CEQA is required. No change to the Draft IS/MND has been made in response to this comment.

Response to Comment I-1-3

This comment expresses concern that an MND is the improper environmental document for evaluation of the proposed Project. The commenter claims that the concerns expressed in Comment I-1-2 are incapable of being reduced to a less than significant impact with implementation of mitigation measures. The comment also states that locating residential units near a shooting range is generally unadvisable.

The City acknowledges this comment. Based on the reasons provided in Response to Comment I-1-2, a Draft IS/MND is the appropriate environmental document to evaluate the proposed Project. No change to the Draft IS/MND has been made in response to this comment.

This page intentionally left blank

3.0 ERRATA

This section of the Final Initial Study/Mitigated Negative Declaration (IS/MND) provides text changes to the Draft IS/MND that have been made to clarify, amplify, or make minor edits to the Draft IS/MND text for the proposed Texas Street Residential Development Project (proposed Project). Such changes are a result of further review of, and public comments related to, the Draft IS/MND. The changes described in this section are generally minor changes that do not constitute significant new information, change the conclusions of the environmental analysis, or require recirculation of the document (*State California Environmental Quality Act [CEQA] Guidelines* Section 15073.5).

Such changes to the Draft IS/MND are indicated in this section under the appropriate Draft IS/MND section. Deletions are shown with ~~strikethrough~~ and additions are shown with underline.

3.1 INITIAL STUDY CHECKLIST

3.4.f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or State habitat conservation plan?

No Impact

Discussion of Effects: The City has adopted the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan (Wash Plan), which permits and mitigates construction and maintenance activities within the Santa Ana River Wash north of the Project site, including water conservation, wells and water infrastructure, aggregate mining, transportation, flood control, agriculture, trails, and habitat enhancement. The Project site overlaps with the boundary of the Wash Plan along the route of the planned Santa Ana River Trail (SART) extension, which would generally run east to west through the northern portion of the Project site. As shown in **Figure 4: Tentative Landscape Plan** in Section 2.0, Project Description, the proposed Project includes a 12-foot-wide and 770-foot-long extension of the SART through the northern portion of the Project site. As depicted in **Figure 4**, the proposed Project's trail extension aligns with the planned SART extension depicted in the Wash Plan.[1] Although the proposed Project would overlap with the Wash Plan, the only proposed Project action within the Wash Plan boundary is the SART extension, which is a Covered Activity of the Wash Plan. Therefore, the proposed Project is consistent with applicable Wash Plan provisions. ~~The Project site is located outside the boundaries of the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan. As such,~~ **no impact** or conflict would occur in regard to conservation plans, and no mitigation is required.

3.12.a. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Less than Significant Impact

Discussion of Effects: Minerals are any naturally occurring chemical element or compound, or groups of elements and compounds, formed from inorganic processes and organic substances including, but not limited to, coal, peat and oil bearing rock, but excluding geothermal resources, natural gas and petroleum.

[1] San Bernardino Valley Water Conservation District. 2020. *Upper Santa Ana River Wash Habitat Conservation Plan, Final, ICF 00544.13.* Figure 1-2 (Plan Area Subcomponents). Redlands, CA. May 2020.

Rock, sand, gravel and earth are also considered minerals by the Department of Conservation when extracted by surface mining operations. According to the *Redlands General Plan EIR,*[2] the Project site is located within Mineral Resource Zone-2 (MRZ-2) where geologic data indicate that significant plain cement concrete (PCC)-grade aggregate resources are present. The Project site is also located in an aggregate resource sector designated by the State Mining and Geology Board (1987) as containing regionally significant PCC-grade aggregate resources. According to the City's General Plan EIR, the majority of the City's aggregate resources are concentrated along the Santa Ana River wash. In light of this, the City has adopted the Upper Santa Ana Wash Land Management and Habitat Conservation Plan (Wash Plan), which accommodates the relocation and expansion of aggregate mining quarries, to help ensure long-term availability of high quality aggregate reserves located within the Santa Ana River Wash Planning Area for local and regional use. As discussed previously, the Project site overlaps a portion of the Wash Plan along the route of the planned Santa Ana River Trail (SART) extension, which would generally run east to west through the northern portion of the Project site. The proposed Project includes a 12-foot-wide and 770-foot-long extension of the SART through the northern portion of the Project site that would align with the planned SART extension depicted in the Wash Plan. As such, although the proposed Project would overlap with the Wash Plan, the proposed Project actions within the Wash Plan boundary would include a Covered Activity of the Wash Plan (the planned SART extension). Further, the general alignment of the SART extension shown in the Wash Plan that extends through the northern portion of the Project site is not currently used or planned for aggregate mining. Therefore, the overlap between the Wash Plan and the Project site would result in no impacts to aggregate reserves found within the Santa Ana River Wash Planning Area. Additionally, t~~he~~ Project site is ~~outside the boundaries of the Upper Santa Ana Wash Land Management and Habitat Conservation Plan and~~ not within an area designated for aggregate mining by the City, and access to the aggregate resources along the Santa Ana River wash would not be affected by proposed Project actions.

[2] City of Redlands. 2017. *City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Final, SCH #2016081041.* Figure 3.11-1 (Mineral Resources). July 21, 2017.

APPENDIX A

DRAFT INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

This page intentionally left blank

INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION

TEXAS STREET RESIDENTIAL DEVELOPMENT PROJECT

TENTATIVE TRACT MAP NO. 20520

CITY OF REDLANDS

SAN BERNARDINO COUNTY, CALIFORNIA



LSA

April 2023

This page intentionally left blank

INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION

TEXAS STREET RESIDENTIAL DEVELOPMENT PROJECT

CITY OF REDLANDS

SAN BERNARDINO COUNTY, CALIFORNIA

Prepared for:

City of Redlands
Development Services Department, Planning Division
35 Cajon Street, Suite 20
Post Office Box 3005
Redlands, California 92373
(909) 798-7555

Prepared by:

LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310

Project No. CRX2201

LSA

April 2023

This page intentionally left blank

TABLE OF CONTENTS

1.0 INTRODUCTION AND PURPOSE 1
1.1 INTRODUCTION 1
1.2 PURPOSE 1
1.3 INTENDED USE OF THIS INITIAL STUDY 2
1.4 PUBLIC REVIEW OF THE INITIAL STUDY 2
2.0 PROJECT DESCRIPTION 3
2.1 PROJECT LOCATION 3
2.1.1 Regional Location and Access 3
2.1.2 Site Characteristics and Current Site Conditions 7
2.1.3 General Plan and Zoning 7
2.1.4 Surrounding Land Uses 7
2.2 PROPOSED PROJECT 11
2.2.1 Overall Development Concept 11
2.2.2 Access, Circulation, and Parking 11
2.2.3 Landscaping and Open Space 15
2.2.4 Design Elements 19
2.2.5 Infrastructure and Utilities 19
2.2.6 Construction and Phasing 25
2.2.7 Grading 26
2.3 REQUIRED ACTIONS 26
3.0 INITIAL STUDY CHECKLIST 27
3.1 AESTHETICS 32
3.2 AGRICULTURE AND FORESTRY RESOURCES 36
3.3 AIR QUALITY 43
3.4 BIOLOGICAL RESOURCES 52
3.5 CULTURAL RESOURCES 61
3.6 ENERGY 65
3.7 GEOLOGY AND SOILS 69
3.8 GREENHOUSE GAS EMISSIONS 75
3.9 HAZARDS AND HAZARDOUS MATERIALS 83
3.10 HYDROLOGY AND WATER QUALITY 89
3.11 LAND USE AND PLANNING 99
3.12 MINERAL RESOURCES 101
3.13 NOISE 103
3.14 POPULATION AND HOUSING 125
3.15 RECREATION 127
3.16 PUBLIC SERVICES 129
3.17 TRANSPORTATION 134
3.18 TRIBAL CULTURAL RESOURCES 137
3.19 UTILITIES AND SERVICE SYSTEMS 139
3.20 WILDFIRE 144
3.21 MANDATORY FINDINGS OF SIGNIFICANCE 146

4.0 MITIGATION MONITORING AND REPORTING PROGRAM 149
4.1 Mitigation Monitoring Requirements 149
4.2 Mitigation Monitoring Procedures 149
5.0 REFERENCES 159

FIGURES

Figure 1: Regional Location 5
Figure 2: Project Location 9
Figure 3: Tentative Tract Map 13
Figure 4: Tentative Landscape Plan 17
Figure 5: Tentative Open Space Diagram 21
Figure 6: Conceptual Architecture Renderings 23
Figure 7: Farmland Mapping and Monitoring Program Designation 39
Figure 8: Noise Monitoring Locations 113

TABLES

Table A: Surrounding Land Uses and Setting 11
Table B: Preliminary Project Construction Phasing 25
Table C: Potential Permits and Approvals 26
Table D: Ambient Air Quality Monitored in the Project Vicinity 44
Table E: Attainment Status of Criteria Pollutants in the South Coast Air Basin 45
Table F: Short-Term Regional Construction Emissions 48
Table G: Project Operational Emissions 49
Table H: Project Localized Construction Emissions 50
Table I: Project Localized Operational Emissions 50
Table J: Estimated Annual Energy Use of Proposed Project 66
Table K: Estimated Construction Greenhouse Gas Emissions 77
Table L: Estimated Operational Greenhouse Gas Emissions 78
Table M: Project Consistency with City of Redlands Greenhouse Gas Reduction Measures 79
Table N: Historical Recognized Environmental Conditions Near the Project Site 85
Table O: Definitions of Acoustical Terms 106
Table P: Common Sound Levels and Their Noise Sources 106
Table Q: Construction Vibration Damage Criteria 107
Table R: Noise/Land Use Compatibility Matrix and Interpretation 108
Table S: Interior and Exterior Noise Standards 109
Table T: Maximum Permissible Exterior Sound Levels by Receiving Land Use 110
Table U: Short-Term Ambient Noise Level Measurement 111
Table V: Long-Term Ambient Noise Monitoring Results 115
Table W: Existing (2022) Traffic Noise Levels 115
Table X: Typical Construction Equipment Noise Levels 117
Table Y: Summary of Construction Phase, Equipment, and Noise Levels 118
Table Z: Existing (2022) Traffic Noise Levels Without and With Project 120
Table AA: Vibration Source Amplitudes for Construction Equipment 122
Table AB: Potential Construction Vibration Annoyance 122

Table AC: Potential Construction Vibration Damage.....123
Table AD: Redlands Unified School District Enrollment and Capacity Data 132
Table AE: Mitigation and Monitoring Reporting Program.....151

APPENDICES (APPENDICES WILL BE PROVIDED VIA FLASH DRIVE)

A: LESA MODEL RESULTS
B: CALEEMOD DETAILED REPORT
C-1: BIOLOGICAL RESOURCES ASSESSMENT
C-2: JURISDICTIONAL DELINEATION REPORT
D: CULTURAL AND HISTORICAL RESOURCES EVALUATION
E: GEOTECHNICAL AND INFILTRATION EVALUATION REPORT
F: PHASE I AND LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT
G-1: PRELIMINARY DRAINAGE REPORT
G-2: PRELIMINARY WATER QUALITY MANAGEMENT PLAN
H: NOISE MEASUREMENTS AND MODELING RESULTS
I-1: TRAFFIC CIRCULATION ANALYSIS
I-2: VEHICLE MILES TRAVELED MEMORANDUM

This page intentionally left blank

1.0 INTRODUCTION AND PURPOSE

1.1 INTRODUCTION

Section 1.0 of this Initial Study (IS) describes the purpose, environmental authorization, the intended uses of the IS, documents incorporated by reference, and the processes and procedures governing the preparation of the environmental document. Pursuant to Section 15367 of the State of California *Guidelines for Implementation of the California Environmental Quality Act* (*CEQA Guidelines*), the City of Redlands (City) is the Lead Agency under the California Environmental Quality Act (CEQA). The City has primary responsibility for compliance with CEQA and consideration of the Texas Street Residential Development Project (herein referred to as "Project" or "proposed Project").

The Initial Study is organized as follows:

Section 1.0 *Introduction and Purpose* provides a discussion of the Initial Study's purpose, focus, and legal requirements.

Section 2.0 *Project Description* provides a detailed description of the proposed Project.

Section 3.0 *Environmental Checklist* includes a checklist and accompanying analyses of the Project's effect on the environment. For each environmental issue, the analysis identifies the level of the Project's environmental impact.

Section 4.0 *References* details the references cited throughout the document.

Appendices Include the technical material prepared to support the analyses contained in the IS.

1.2 PURPOSE

CEQA requires that the proposed Project be reviewed to determine the environmental effects that would result if the Project were approved and implemented. The City is the Lead Agency and has the responsibility for preparing and adopting the associated environmental document prior to consideration of the approval of the proposed Project. The City has the authority to make decisions regarding discretionary actions relating to implementation of the proposed Project.

This IS has been prepared in accordance with the relevant provisions of CEQA (California Public Resources Code Section 21000 et seq.); the *State CEQA Guidelines,* [1] and the rules, regulations, and procedures for implementing CEQA as adopted by the City. The objective of the Initial Study is to inform City decision-makers, representatives of other affected/responsible agencies, the public and interested parties of the potential environmental consequences of the Project.

As established in *State CEQA Guidelines* Section 15063(c), the purposes of an IS are to:

- Provide the Lead Agency (City of Redlands) with information to use as the basis for deciding whether to prepare an Environmental Impact Report (EIR), Negative Declaration (ND), or Mitigated Negative Declaration (MND);

[1] California Code of Regulations, Title 14, Chapter 3, Sections 15000 through 15387.

- Enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is prepared, thereby enabling the project to qualify for an ND or MND;
- Assist in the preparation of an EIR, if one is required;
- Facilitate environmental assessment early in the design of a project;
- Provide a factual basis for finding in an ND or MND that a project will not have a significant effect on the environment;
- Eliminate unnecessary EIRs; and
- Determine whether a previously prepared EIR could be used with the Project.

1.3 INTENDED USE OF THIS INITIAL STUDY

The City formally initiated the environmental process for the proposed Project with the preparation of this Initial Study. The IS screens out those impacts that would be less than significant and do not warrant mitigation, while identifying those issues that require further mitigation to reduce impacts to a less than significant level. As identified in the following analyses, Project impacts related to various environmental issues either do not occur, are less than significant (when measured against established significance thresholds) or have been rendered less than significant through implementation of mitigation measures. Based on these analytical conclusions, this IS supports adoption of an MND for the proposed Project.

CEQA[2] permits the incorporation by reference of all or portions of other documents that are generally available to the public. The IS has been prepared utilizing information from City planning and environmental documents, technical studies specifically prepared for the Project, and other publicly available data. The documents utilized in the IS are identified in Section 3.0 and are hereby incorporated by reference. These documents are available for review at the City of Redlands, Planning Division.

1.4 PUBLIC REVIEW OF THE INITIAL STUDY

The IS and a Notice of Intent (NOI) to adopt an MND will be distributed to responsible and trustee agencies, other affected agencies, and other parties for a 30-day public review period. Written comments regarding this IS should be addressed to:

Sean Reilly, Principal Planner
City of Redlands
Development Services Department, Planning Division
35 Cajon Street, Suite 20
Redlands, California 92373
(909) 798-7555
sreilly@cityofredlands.org

After the 30-day public review period, consideration of comments raised during the public review period will be taken into account and addressed before the City considers adopting the MND.

[2] *State CEQA Guidelines* Section 15150.

2.0 PROJECT DESCRIPTION

This section describes the proposed Texas Street Residential Project (Project) submitted by TTLC Redlands Texas St, LLC (Applicant) that is evaluated in this Initial Study/Mitigated Negative Declaration (IS/MND). The proposed Project includes the development of an approximately 14.7-acre property (Project site) northeast of the intersection of Texas Street and Domestic Avenue that is currently an undeveloped parcel (Assessor's Parcel Number [APN] 0167-041-01). The Project site is located at the end of Texas Street in the northern portion of the City of Redlands (City). The Applicant proposes to develop the Project site with 35 single-family residential homes; outdoor recreational space, including a recreation lawn, play area, and bike path connection to the Santa Ana River Trail; and associated circulation and infrastructure improvements.

Pursuant to Section 15124(c) of the *State CEQA Guidelines*, this section includes a description of the proposed Project's location, objectives, and technical and environmental characteristics, which are followed by a summary of the intended uses of the IS/MND, a list of required permits and other approvals required to implement the Project, and a list of related environmental review and consultation requirements required by federal, State, and local laws, regulations, and policies.

2.1 PROJECT LOCATION

The following describes the precise location and boundaries of the Project site, including its geographic context, and provides a brief overview of the existing land uses within and in the vicinity of the Project site.

2.1.1 Regional Location and Access

The approximately 14.7-acre undeveloped site is located on the northeast side of the terminus of Texas Street and approximately 500 feet north of Domestic Avenue in the northern area of the City of Redlands, San Bernardino County, California. The site itself is generally bounded by Texas Street to the west, with fallow agricultural land west of Texas Street. Existing parks and recreational areas, including Israel Beal Park, border the Project site to the east. The Santa Ana River wash borders the Project site to the north, and existing single-family residential uses border the Project site to the south. A shooting range (Redlands Shooting Park) is located northeast of the Project site. **Figure 1: Regional Location** shows the location of the Project site within the region.

The Project site is located approximately 0.5 mile east of State Route 210 (SR-210) and approximately 1.6 miles north of Interstate 10 (I-10). The City of Loma Linda is located southwest of Redlands, the City of Highland is located to the north, and the City of San Bernardino is located to the west. The City of Yucaipa is located to the east over the foothills of the San Bernardino Mountains. San Bernardino International Airport is located approximately 1.5 miles northwest of the Project site on the west side of SR-210.

Regional access to the Project site is provided by I-10 and SR-210. The Project site is directly accessible via Texas Street from Domestic Avenue.

This page intentionally left blank

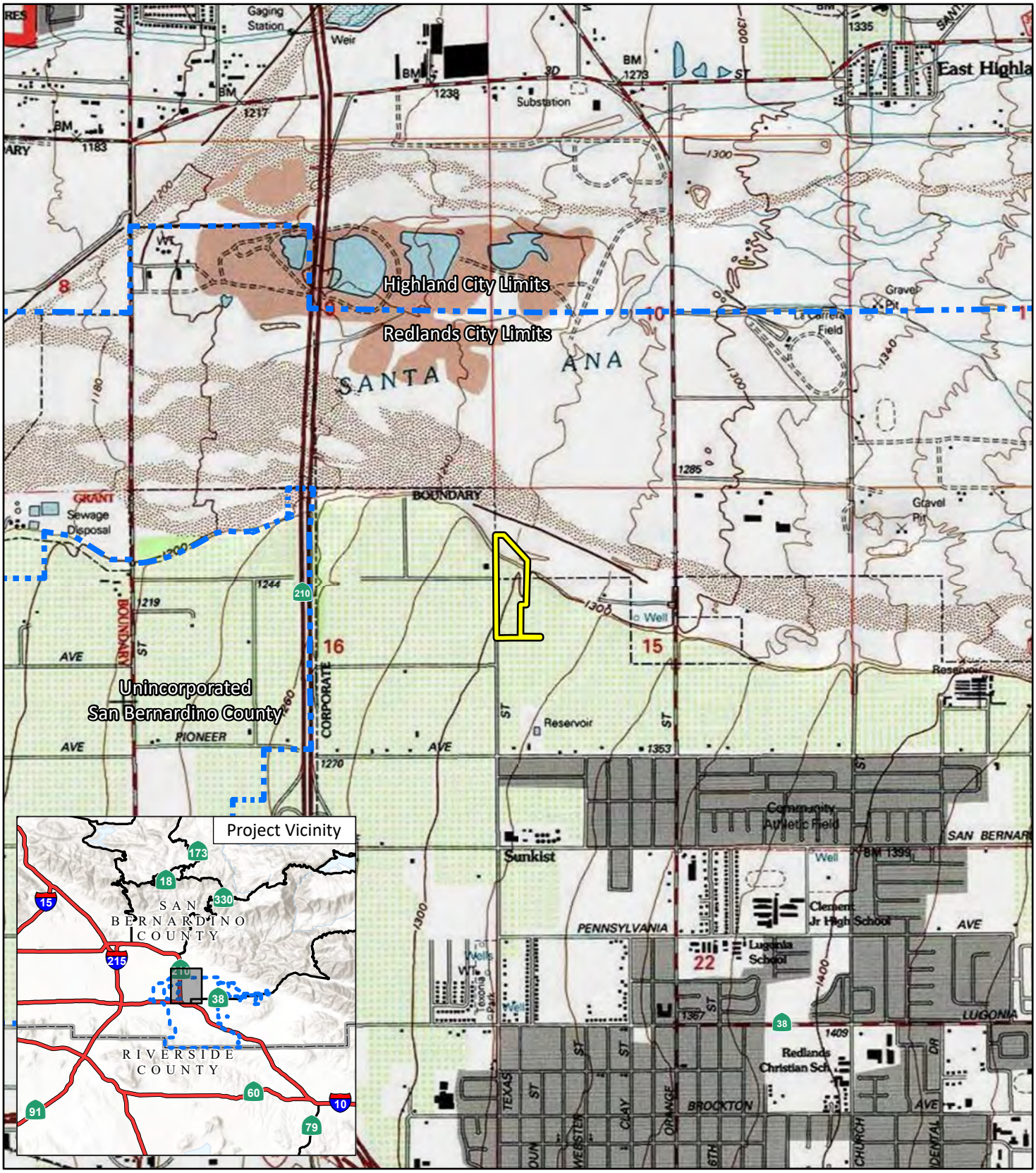


FIGURE 1

0 1000 2000
FEET

SOURCE: USGS 7.5' Quad - *Redlands (1988)*, CA

Texas Street Residential Project

Regional Location

This page intentionally left blank

2.1.2 Site Characteristics and Current Site Conditions

The Project site is currently undeveloped and generally rectangular in shape. Conditions on the site generally consist of disturbed vegetation, scattered trees, and power utility poles. An open storm drain along the western edge of the Project site runs parallel to Texas Street. A dirt road along the southern, eastern, and northern edges of the Project site provides a connection between Texas Street and an existing segment of the Santa Ana River Trail that runs along the bluff to the east of the Project site. The northernmost portion of the Project site slopes into the Santa Ana River wash, which generally consists of river sediment and brush vegetation. A gate across Texas Street controls vehicular access to the properties to the northwest of the Project site. **Figure 2: Project Location** depicts an aerial view of the Project site.

2.1.3 General Plan and Zoning

The Project site's current zoning designation is *A-1 Agricultural District*. The purpose of the A-1 zone is to provide for the proper utilization of such lands best suited for agricultural purposes, and to prevent the encroachment of incompatible uses. Under this zoning designation, single-family residences are allowed; however, no more than two dwelling units are allowed on each parcel of five acres or more. Only one dwelling unit per lot is permitted on parcels that are less than five acres in area, provided that the lot contains dimensions and an area equivalent to the closest single-family residential zone.[3] Although the *A-1* zoning district does not allow more than two dwelling units on each parcel of five acres or more, State Bill 330 (SB 330) allows residential density supported by the General Plan without a zone change.

The City's General Plan currently designates the Project site as *Very Low Density Residential*, which allows for the development of detached single-family dwellings at densities up to 2.7 dwelling units per acre (du/ac) on slopes of up to 15 percent and 0.4 du/ac on slopes between 15–30 percent. The Applicant is seeking approval of a Conditional Use Permit for a Planned Residential Development (PRD), which will utilize the Estate Residential (R-E) zoning district's development standards to design the Project with a density that is consistent with the underlying General Plan density. The proposed density (2.38 dwelling units per gross acre) would not exceed the density limit of *Very Low Density Residential* as established in the General Plan.

2.1.4 Surrounding Land Uses

The Project site is bordered by the Santa Ana River to the north, a public park to the east, a shooting range to the northeast, fallow agricultural land and Texas Street to the west, and existing single-family residential uses to the south. **Table A: Surrounding Land Uses and Setting** summarizes the existing land uses, General Plan designations, and zoning designations on the Project site and surrounding properties.

[3] City of Redlands Municipal Code. Section 18.20.030. Urban residential or UR zone.

This page intentionally left blank



LSA

Project Site

FIGURE 2

N

0 100 200
FEET

SOURCE: Nearmap (2022)

I:\CRX2201\GIS\MXD\Texas Street Residential Project\Texas Street Residential Project.aprx (12/1/2022)

Texas Street Residential Project

Project Location

This page intentionally left blank

Table A: Surrounding Land Uses and Setting

Direction	Existing Land Use	General Plan Designation		Zoning Designation	
Project Site	Undeveloped, Vacant	**Existing**	**Proposed**	**Existing**	**Proposed**
		Very Low Density Residential (VLDR)	Very Low Density Residential (VLDR)	Agricultural District (A-1)	Agricultural District (A-1)
North	Santa Ana River	Open Space (OS)		Open Land District (O)	
East	Park (Israel Beal Park)	Parks/Golf Courses (PG)		Planned Residential District/ Residential Estate District (PRD/R-E)	
South	Single-Family Residential	Very Low Density Residential (VLDR)		Planned Residential District/ Residential Estate District (PRD/R-E)	
West	Fallow Agricultural Land	Low Density Residential (LDR) & Very Low Density Residential (VLDR)		East Valley Specific Plan/Science Research Park (EV/SRP)	

Source: City of Redlands. April 11, 2022. Redlands General Plan Land Use Map. Website: https://www.cityofredlands.org/sites/main/files/file-attachments/generalplan2035.pdf?1649693557 (accessed November 22, 2022).
Source: City of Redlands. April 11, 2022. City of Redlands – Zoning Map. Website: https://www.cityofredlands.org/sites/main/files/file-attachments/zoning.pdf?1649714270 (accessed November 22, 2022).

2.2 PROPOSED PROJECT

2.2.1 Overall Development Concept

The proposed Project includes the development of 35 single-family residential homes, the extension and widening of Texas Street to the northern end of the Project site, the construction of three public streets that would end in cul-de-sacs, a water quality basin, a recreation lawn, and a play area. The Project would also construct an extension of the Santa Ana River Trail through the northern portion of the Project site. The Project would include a total of approximately 5.9 acres of open space. The Project would plant new street trees along the eastern side of Texas Street and along each of the new streets within the development.

The proposed Project would develop the site with 35 detached single-family residential homes, which would result in a proposed density of 2.38 dwelling units per gross acre.[4] **Figure 3: Tentative Tract Map** provides the proposed boundaries of the 35 numbered lots and the seven lettered open space lots.

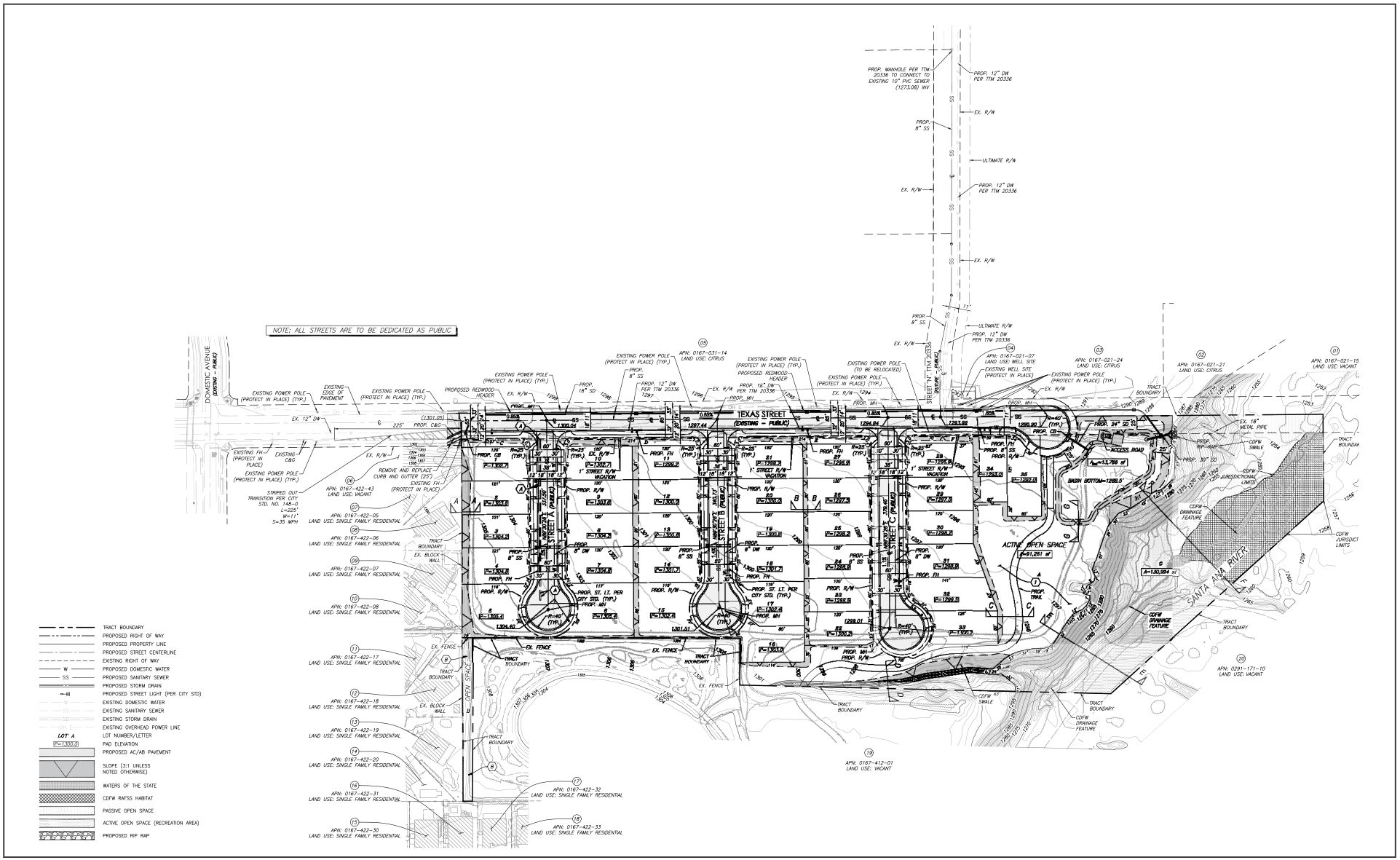
Other discretionary actions required for the Project include approval of a Conditional Use Permit for the Planned Residential Development, approval of a Socio-Economic Cost Benefit Study, Tentative Tract Map, and related actions listed below in Required Actions.

2.2.2 Access, Circulation, and Parking

Vehicular access to the Project site would be provided from Texas Street at four locations. Implementation of the proposed Project would facilitate access to Pomelo Avenue (an existing unimproved public right-of-way that extends west of Texas Street). Three proposed public streets (Streets A, B, and C) ending in cul-de-sacs would provide driveway access to 33 of the 35 residential lots. A total of 112,830 square feet would be dedicated to public streets and represents all right-of-way dedications including the three cul-de-sacs and the portion of Texas Street that is within the Project site boundaries.

[4] 35 dwelling units / 14.69 acres = 2.38 du/ac

This page intentionally left blank



LSA

FIGURE 3

0 120 240

FEET

SOURCE: Huitt-Zollars

I:\CRX2201\G\Tract_Map.ai (1/31/2023)

Texas Street Residential Project

Tentative Tract Map

This page intentionally left blank

Texas Street would be extended northward and widened from its existing terminus at the southwest corner of the Project site to the northern end of the Project site. A new cul-de-sac would be installed at the northern end of Texas Street. This cul-de-sac would provide driveway access to the two residential lots that would be located along Streets A, B, and C. The proposed homes would include two and three car garages. On-street parking would be permitted along the eastern side of Texas Street and along both sides of Streets A, B, and C.

Figure 4: Tentative Landscape Plan provides an illustrative view of the proposed landscape design, including the general locations of parkway and street tree plantings, the planned tree species mix, and the locations of proposed sidewalks and bike paths as well as the proposed recreation lawn and play area. As shown in Figure 4, pedestrian access within the Project site would be provided via sidewalks along Streets A, B, and C and the eastern side of Texas Street. The Project would also provide a 6-foot-wide pedestrian path and a 10-foot-wide fire access lane in the proposed open space area in the northern portion of the Project site.

A 10-foot-wide bike path would be provided along the eastern and northern areas of the Project site. The bike path would be built to the County of San Bernardino's design standards and would serve as a westerly extension of the Santa Ana River Trail, which currently terminates at the eastern boundary of the Project site. The bike path would connect to the existing trail system within Israel Beal Park and would provide a future trail connection point at the northern end of the Project site.

The Project would not modify the existing access road northwest of the Redlands Shooting Range.

2.2.3 Landscaping and Open Space

The Project's proposed plant palette would be comprised of plant materials and trees known to thrive in the local climate and soil conditions. As described above, **Figure 4** provides a description of the tree species that are proposed to be planted.

The Project would provide approximately 2.9 acres of active open space at the north end of the Project site. As shown in **Figure 4**, the active open space would include a play area and recreation lawn, as well as the pedestrian and bike paths described above. The Project would also include a 0.32-acre water quality basin at the northern end of the Project site. As outlined in **Figure 4**, approximately 3 acres at the northern tip of the Project site within the Santa Ana River Basin would be left in its natural state. Of that land, approximately 2.6 acres would serve as open space, with the remainder functioning as wildlife habitat or waters of the State.

The Project site currently includes a 19-foot-wide park maintenance easement along the south side of Israel Beal Park. The land subject to this easement is currently landscaped and serves as a buffer between Israel Beal Park and the single-family residential uses to the south. No changes to this 0.12-acre park maintenance easement are proposed as part of the Project.

This page intentionally left blank



SITE PLAN LANDSCAPE KEY

1. PARKWAY PLANTING
2. SIDEWALK
3. 12' WIDE ASPHALT BIKE PATH
4. 12' WIDE CONCRETE BIKE & PEDESTRIAN PATH
5. RECREATION LAWN
6. "RIVER WASH" THEME PLANTING
7. PLAY AREA WITH FIBAR MULCH SURFACE SMALL STRUCTURES & SHADE TREES WITH SEATING
8. 12' WIDE FIRE ACCESS
9. PLAY LAWN AND SEATING AREA
10. CONNECTION TO EXISTING TRAIL
11. PARALLEL PARKING (9' X 18' TYP.)
12. PRIVATE OUTDOOR LIVING SPACE, 25' MIN. DIMENSION TYPICAL
13. 8' WIDE DECOMPOSED GRANITE
14. BASIN

TREE LEGEND

SYMBOL	SPECIES
	DECIDUOUS SKYLINE TREE PLATANUS RACEMOSA/ CALIFORNIA SYCAMORE
	DECIDUOUS FLOWERING TREE KOELREUTARIA BIPINNATA / CHINESE FLAME TREE
	DECIDUOUS SHADE TREE LAGERSTROEMIA INDICA / CRAPE MYRTLE
	DECIDUOUS SHADE TREE CHILOPSIS LINEARIS 'BUBBA' / DESERT WILLOW
	DECIDUOUS STREET TREE GINKGO BILOBA /GINKGO
	DECIDUOUS STREET TREE QUERCUS ENGELMANNII / ENGELMANN OAK
	STREET TREE TABEBUIA ROSEA / PINK TRUMPET
	NEIGHBORHOOD TREE PER OWNERS

0' 50' 100' 200' 300'
SCALE 1" = 50'

NORTH

LSA

FIGURE 4

N

0 200 400
FEET

SOURCE: RRM Design Group
I:\CRX2201\G\Landscape_Plan.ai (1/31/2023)

Texas Street Residential Project
Tentative Landscape Plan

This page intentionally left blank

Although the existing Redlands Shooting Range access road in the northern portion of the Project site is categorized within the Project's open space area, no changes to the access road are proposed as part of the Project.

The various landscape elements are shown in **Figure 5: Tentative Open Space Diagram.**

2.2.4 Design Elements

Three architectural styles are proposed for the Project's single-family residential homes: Spanish, Cottage, and Modern Seaside. Each home would be no more than two stories in height and include an attached two-to-three car garage. The outside walls of each home would be stucco with either concrete flat tile or concrete low profile tile roofs. Three earth tone color schemes are proposed for each architectural style. The three architectural styles are presented in **Figure 6: Conceptual Architecture Renderings.**

2.2.5 Infrastructure and Utilities

The Project site is located in an urbanized area, and existing utilities and infrastructure are available for interconnection generally adjacent to or in close proximity to the site. The Project would require installation of the following utility connections to the satisfaction of the applicable utility providers: water, wastewater, stormwater drainage, electric, natural gas, and telecommunications services. Connections to existing utility infrastructure would occur within the adjacent public rights-of-way. An existing public right-of-way is located along Texas Street west of the Project site. The Project would extend Texas Street northward so that it terminates in a cul-de-sac on the northwest corner of the Project site. The Project would include three new public streets (Streets A, B, and C) that would connect to Texas Street and terminate in cul-de-sacs on the Project site. The Project also includes the vacation of 1 foot of public right-of-way on the east side of Texas Street adjacent to the Project site.

2.2.5.1 Water

Domestic water service to the Project site would be provided via an existing 12-inch water line located in Texas Street. Proposed Streets A, B, and C would each include 8-inch water lines that would tie into the existing water line in Texas Street. Historically, irrigation water came from the water well immediately west of the project site.

2.2.5.2 Wastewater

Sewer service to the Project site would be provided via two new 8-inch sewer lines that would be installed in Texas Street and Pomelo Avenue. The new sewer line in Pomelo Avenue would connect to an existing 10-inch sewer line approximately 400 feet west of the Project site. Proposed Streets A, B, and C would each include an 8-inch sewer line that would connect to the proposed sewer lines in Texas Street and Pomelo Avenue.

2.2.5.3 Stormwater and Water Quality

In its existing undeveloped condition, the Project site is covered entirely by pervious surfaces (237,910 square feet) and generally slopes northwesterly to the northwest corner of the Project site. Existing on-site runoff drains to the north via sheet flow toward several naturally formed gullies that outlet directly into the Santa Ana River.

This page intentionally left blank



OPEN SPACE LEGEND

- ACTIVE OPEN SPACE
- UNDEVELOPED
- CDFW RAFSS HABITAT
- WATERS OF THE STATE
- ACTIVE OPEN SPACE RECREATION AREA FOR SHOOTING FACILITY

OPEN SPACE CALCULATIONS

OPEN SPACE	AREA S.F.	PERCENTAGE
ACTIVE OPEN SPACE	126,438	49%
UNDEVELOPED	83,199	33%
CDFW RAFSS HABITAT	29,185	11%
WATERS OF THE STATE	2,613	1%
ACTIVE OPEN SPACE RECREATION AREA FOR SHOOTING FACILITY	15,246	6%
TOTAL	**256,681**	**100%**

0' 50' 100' 200' 300'
SCALE 1" = 50'
NORTH

LSA

FIGURE 5

N

0 200 400
FEET

SOURCE: RRM Design Group
I:\CRX2201\G\Open_Space.ai (1/31/2023)

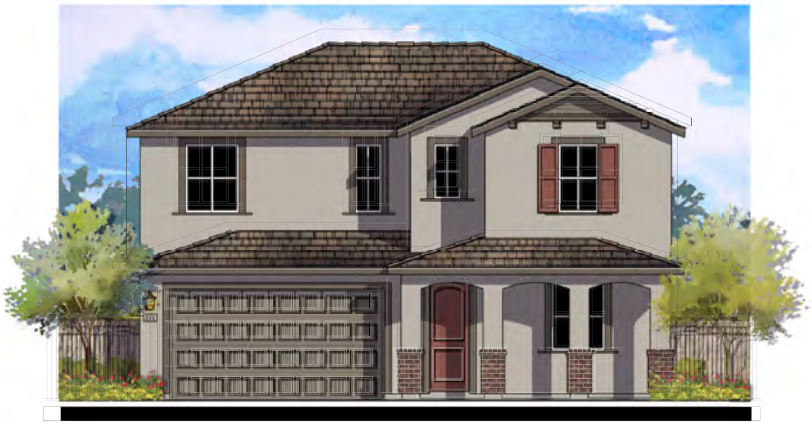
Texas Street Residential Project
Tentative Open Space Diagram

This page intentionally left blank



© 2022 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

"A" SPANISH



© 2022 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

"B" COTTAGE



© 2022 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

"C" MODERN SEASIDE

0 2 4 8 12

LSA

FIGURE 6

0 7 14

FEET

SOURCE: RRM Design Group

I:\CRX2201\G\Architecture_Renderings.ai (12/1/2022)

Texas Street Residential Project

Conceptual Architecture Renderings

This page intentionally left blank

The proposed Project would increase the impervious surface coverage on the Project site compared to existing conditions. Upon completion of the Project, a total of 205,264 square feet would be covered by impervious surfaces such as roofs, streets, hardscape walkways and driveways, and 303,515 square feet would be covered by pervious surfaces such as open spaces and lawns.

The Project would install a catch basin at the southwest corner of the Project site that would direct off-site runoff from the areas south and west of the Project site into a new 18-inch storm drain along the western side of Texas Street. The 18-inch storm drain would convey the runoff northward before discharging to the Santa Ana River wash via a new 30-inch storm drain. Storm water from the Project site would sheet flow to the gutters in Streets A, B, and C and then run northward along the eastern side of Texas Street to a new catch basin at the northern end of the cul-de-sac. The catch basin would connect to a new 24-inch storm drain that would convey stormwater runoff from the Project site to an on-site water quality basin for infiltration into the subsurface soils. The proposed water quality basin would have an overflow structure that would allow discharges into the Santa Ana River to the north, if necessary, during large storm events.

2.2.5.4 Electricity and Gas

Electrical service would be provided by Southern California Edison Company (SCE) through connections to the existing overhead lines along Texas Street. All but one of the existing power poles along Texas Street would be protected in place. One power pole at the northwest corner of the Project site would be removed and replaced. Natural gas service would be provided by the Southern California Gas Company (SoCalGas) through connections to the existing lines in the surrounding streets.

2.2.5.5 Telecommunications

Telecommunications services would be provided by Verizon.

2.2.6 Construction and Phasing

Project construction would include site preparation, installation of utilities, paving, building construction, landscaping, and architectural coating. It is anticipated that the 35 homes would be built in three phases: 10 homes in Phase 1, 11 homes in Phase 2, and 14 homes in Phase 3. Construction activities are anticipated to occur between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. This is consistent with the City's Noise Ordinance which prohibits operation of construction equipment between weekday hours of 6:00 p.m. and 7:00 a.m. The preliminary Project construction phasing is presented below in **Table B: Preliminary Project Construction Phasing.**

Table B: Preliminary Project Construction Phasing

Phase	Begin Date	End Date
Site Preparation, Utility Installation	April 1, 2024	May 31, 2024
Paving & Landscaping	June 1, 2024	September 30, 2024
Building Construction (Phase 1 only)	September 1, 2024	January 31, 2025
Phase 2 Building Construction	November 1, 2024	March 31, 2025
Phase 3 Building Construction	January 1, 2025	May 31, 2025

Source: Preliminary Project Construction Phasing provided by Applicant. December 14, 2022.

2.2.7 Grading

The Project is anticipated to result in total estimated grading of 58,000 cubic yards of on-site soil. No import or export of soil is anticipated.

2.3 REQUIRED ACTIONS

While the City is the Lead Agency for the Project under CEQA, other agencies have jurisdictional authority related to the Project serve as a responsible and/or trustee agency in connection to the Project. As established in *State CEQA Guidelines* Section 15124(d)(2), "If a public agency must make more than one decision on a Project, all its decisions subject to CEQA should be listed." A list of these agencies and potential permits and approvals that may be required is provided in **Table C: Potential Permits and Approvals.**

Table C: Potential Permits and Approvals

Lead Agency	Permits/Approvals
City of Redlands	• Environmental review • Approval of Tentative Tract Map No. 20520 • Approval of a Conditional Use Permit for a Planned Residential Development • Design Review to approve the site plan, site improvements, landscaping plans, and architectural elevations • Approval of a Socio-Economic Cost Benefit Analysis • Approval of 1 foot street vacation on the east side of Texas Street
Other Agencies/Entities	**Permits/Approvals**
State Water Resources Control Board (SWRCB)	• Notice of Intent (NOI) to comply with the General Activity Construction National Pollutant Discharge Elimination System (NPDES) Permit and Municipal Separate Storm Sewer System (MS4) Permit
Santa Ana Regional Water Quality Control Board (RWQCB) (Region 8)	• NPDES Permit

Source: Compiled by LSA (2022).

3.0 INITIAL STUDY CHECKLIST

Project Title:

Texas Street Residential Development Project (TTM 20520)

Lead Agency Name and Address:

City of Redlands
Development Services Department, Planning Division
35 Cajon Street, Suite 20
Post Office Box 3005
Redlands, California 92373

Contact Person and Phone Number:

Sean Reilly, Principal Planner
(909) 798-7555
sreilly@cityofredlands.org

Project Location:

The Project site is located on the northeast side of the terminus of Texas Street and approximately 500 feet north of Domestic Avenue in the northern area of the City of Redlands, San Bernardino County, California. The Project site is generally bounded by Texas Street to the west, with fallow agricultural land west of Texas Street. Existing parks and recreational areas, including Israel Beal Park, border the Project site to the east. The Santa Ana River wash borders the Project site to the north, and existing single-family residential uses border the Project site to the south. A shooting range (Redlands Shooting Park) is located northeast of the Project site.

Project Sponsor's Name and Address:

Gordon Jones
The True Life Companies
4350 Von Karman Ave, Suite 200
Newport Beach, CA 92660

General Plan Designation:

Existing: *Very Low Density Residential*
Proposed: *Very Low Density Residential*

Zoning:

Existing: *A-1 Agricultural District*
Proposed: *A-1 Agricultural District*

Description of Property:

The 14.7-acre Project site is currently undeveloped and generally rectangular in shape. Conditions on the Project site generally consist of disturbed vegetation, scattered trees, and power utility poles. An open storm drain along the western edge of the Project site runs parallel to Texas Street. A dirt road along the southern, eastern, and northern edges of the Project site provides a connection between Texas Street and an existing segment of the Santa Ana River Trail that runs along the bluff to the east of the Project site. The northernmost portion of the Project site slopes into the Santa Ana River wash,

which generally consists of river sediment and brush vegetation. A gate across Texas Street controls vehicular access to the properties northwest of the Project site.

Surrounding Land Uses and Setting:

The Project site is bordered by the Santa Ana River to the north, a public park to the east, a shooting range to the northeast, fallow agricultural land and Texas Street to the west, and existing single-family residential uses to the south.

Other Public Agencies whose Approval is Required:

Approvals from other regulatory agencies may also be required and are listed as follows:

- City of Redlands: Environmental Review; Approval of Tentative Tract Map No. 20520; Approval of Conditional Use Permit for a Planned Residential Development; Design Review and Approval of the Site Plan; Site Improvements; Landscaping Plans; Architectural Elevations; Approval of a Socio-Economic Cost Benefit Analysis
- City of Redlands Building Division: Issuance of Building Permits for new home construction
- City of Redlands Development Services Engineering: Issuance of Final Map
- Redlands Fire District: Review and Approval of fire truck access and site fire flow design
- City of Redlands Water District: Connection to water systems, Connection to wastewater system
- California Department of Fish and Wildlife (CDFW): Review of CDFW drainage features occurring on Project site
- Southern California Edison Company (SCE) and Southern California Gas Company (SoCalGas): Connection of electricity and natural gas service

Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, has consultation begun?

Yes. Please refer to Checklist Section 3.17.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process (See Public Resources Code Section 21083.3.2.). Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code Section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code Section 21082.3(c) contains provisions specific to confidentiality.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

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

DETERMINATION (TO BE COMPLETED BY THE LEAD AGENCY)

On the basis of the initial evaluation:

☐ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

Signature:  _____ Date: April 18, 2023

Name and Title: Sean Reilly, Principal Planner

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an Environmental Impact Report (EIR) is required.
4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c) (3) (D). In this case, a brief discussion should identify the following:
    a. Earlier Analysis Used. Identify and state where they are available for review.
    b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
    c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9. The explanation of each issue should identify:
    a. The significance criteria or threshold, if any, used to evaluate each question; and
    b. The mitigation measure identified, if any, to reduce the impact to less than significant.

3.1 AESTHETICS

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b. Substantially damage scenic resources, including, but not limited to trees, rock outcroppings and historic buildings within a state scenic highway?	☐	☐	☒	☐
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	☐	☐	☒	☐

a. Would the project have a substantial adverse effect on a scenic vista?

Less than Significant Impact

Discussion of Effects: Scenic resources and vistas in the City of Redlands consist of the scenic corridors and views to and from open spaces, canyonlands, hillsides, groves, historic districts and resources, and the San Bernardino Mountains to the north.

While the Project site was once occupied by an orchard, the existing vegetation of the site consists of grasses, weeds, and brush. The Project site is bounded on the north by the Santa Ana River and to the south by single-family residential neighborhoods. A public park exists to the east of the Project site with a shooting range to the northeast. Texas Street bounds the Project site to the west, followed by agricultural lands. The Project site is relatively level with no topographical features existing on the site. This provides a distant view of the San Bernardino Mountains to the north.

The proposed Project would result in the construction of 35 single-family dwellings. The residential units proposed for the Project would be no taller than two-stories in height, which would be below the maximum building height of two-and-a-half stories or 35 feet tall allowed under the R-E and A-1 zoning designations. Although the construction of these homes would partially obscure the view of the San Bernardino Mountains from the Project site itself, views of the San Bernardino Mountains would still exist from nearby public access points, including Texas Street to the west of the Project site, Israel Beal Park to the east, and the proposed and existing open spaces on the Project site.

The proposed Project would have a **less than significant impact** regarding scenic vistas. No mitigation is required.

b. Would the project substantially damage scenic resources, including, but not limited to trees, rock outcroppings and historic buildings within a state scenic highway?

Less than Significant Impact

Discussion of Effects: According to the California Department of Transportation (Caltrans),[5] portions of Interstate 210 (I-210) between Redlands and Highland, and Interstate 10 (I-10) at its junction with I-210 approximately 0.5 mile west of the Project site are considered Eligible State Scenic Highways; however, neither of these highways are officially designated as State Scenic Highways, presumably due to their views of the San Bernardino Mountains to the north and east. Although the Project site is within the viewshed of the section of I-210 that is eligible for designation as a State Scenic Highway, the Project site is only partially visible from the portion of I-210 that crosses the Santa Ana River Wash. The San Bernardino Mountains dominate views in this section of I-210, with the visible portion of the Project site representing a very small portion of the overall panorama.

There are existing visual obstructions between the Project site and the closest eligible section of I-210, including citrus groves and a small berm adjacent to the eastern side of the highway that is planted with a row of trees, which preclude any views to the Project site while allowing views to the San Bernardino Mountains in the distance. Given that the Project site is not visible from most of the eligible sections of I-210 and the Project would not exceed the 35-foot building height limit that applies to the R-E and A-1 zones, the Project would not damage scenic resources within a State Scenic Highway. Therefore, impacts to scenic resources within a State Scenic Highway viewshed would be **less than significant**. No mitigation is required.

c. In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than Significant Impact

Discussion of Effects: The Project site is located on the edge of an urban neighborhood within the City of Redlands. Although the Project site is bordered by undeveloped land to the north and agricultural uses to the west, the proposed Project can be seen as an extension of the urban neighborhood to the south and east. In addition, as discussed above in Threshold 3.1(b), public views from publicly accessible vantage points, including Texas Street, Israel Beal Park, and the surrounding open spaces would not be substantially degraded as a result of the proposed Project actions.

The construction phase of the Project would introduce the use of machinery such as excavators and bulldozers and the presence of the construction equipment, as well as the construction activities, would temporarily alter the visual character of the Project site. Construction staging areas, including earth stockpiling, storage of equipment and supplies, and related activities would contribute to a disturbed site, which could be perceived by some viewers as a potential visual impact. Since construction activities would

[5] California Department of Transportation (Caltrans). 2022. *California Scenic Highway Mapping System.* Website: http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/ (accessed November 10, 2022).

be temporary, they would not create a significant permanent impact on the visual character or quality of the Project site and its surroundings.

Upon completion of the Project, public views of the Project site along Texas Street would include streetscape landscaping, Streets A, B, and C, and single-family dwellings, which would be developed to a similar mass, color, and height as surrounding existing residential uses. Public views of the Project site from Israel Beal Park and Riverview Drive to the east would change to be similar to the views of the existing residential communities to the south. The proposed recreation lawn, children's play area, and water quality basin at the northern end of the Project site would be visible from the publicly accessible open space to the north. The landscape frontage along Texas Street would provide a visual buffer that would allow for an aesthetically pleasing transition to the development within the Project site. On the Project site, along the northeastern border, open space occupied by trees and vegetation would be developed, providing a transitional view from a natural setting to an urbanized setting associated with the development on the Project site. The proposed Project would result in a change in the visual character of the site; however, such changes would not be out of line with the existing pattern of land uses surrounding the Project site. For these reasons, implementation of the proposed Project would not generate a substantial degradation of the existing visual character or quality of public views of the site and its surroundings.

The Project site would be developed on a site that is designated as *Very-Low Density Residential* land use pursuant to the City's General Plan and zoned as *A-1 Agricultural District* pursuant to the City's Zoning Code. Although the A-1 zoning district states that no more than two dwelling units are allowed on each parcel of five acres or more, Senate Bill 330 (SB 330) allows the residential density supported by the General Plan without a zone change. The General Plan also designates the Project site for *Very Low Density Residential* uses, which allows for the development of detached single-family dwellings at densities up to 2.7 dwelling units per acre (du/ac) on slopes of up to 15 percent and 0.4 du/ac on slopes between 15–30 percent. The Applicant is proposing to develop the site utilizing the City's R-E (Estate Residential) development standards, which would result in a density of 2.38 du/ac and would not exceed the density limit of *Very Low Density Residential* as established in the General Plan and pursuant to SB 330 would be allowable under the A-1 zoning designation. The residential units proposed for the Project would be no taller than two-stories in height, which would be under the maximum allowable building height of two-and-a-half stories or 35 feet tall, pursuant to the R-E and A-1 zoning designations.

Pertaining to development of fences, landscaping and walls on the Project site, the Applicant would develop such features in compliance with Chapter 18.168 of the Redlands Zoning Code. The proposed Project would be designed to be consistent with surrounding existing neighborhoods in the vicinity of the Project site. The housing on the site would include three design styles, including Spanish, cottage, and modern seaside architectural styles. Colored architectural exhibits of the proposed Project are shown in **Figure 6** in the Project Description. These design elements would be complementary of the surrounding visual character of the area and would be consistent with design guidelines in accordance with the City's General Plan. Therefore, impacts to the visual character or quality of the Project site and its surroundings would be **less than significant.** No mitigation is required.

d. Would the project create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?

Less than Significant Impact

Discussion of Effects: Currently, nighttime lighting is produced by surrounding residential development, street lighting, and vehicles on adjacent roadways. Although the Project site is bordered by undeveloped land to the north and agricultural uses to the west, the proposed Project actions can be seen as an extension of the existing neighborhood to the south and east. The proposed Project would add residential uses and vehicle trips that would incrementally increase ambient nighttime illumination in the area. The proposed Project would incorporate street and pedestrian lighting at entrances and exits to the neighborhood, street lights, and lighting on individual residential units.

All lighting associated with the Project would be shielded such that it would minimize light spillage onto adjacent properties. Through compliance with City zoning and municipal code regulations, lighting would not substantially affect daytime or nighttime views in the Project vicinity.

Glare also can be produced during the daytime and is usually associated with reflective building materials, such as glass, stainless steel, aluminum, and photovoltaic panels. Building materials for the proposed residential development would generally consist of stucco facades, and wood or stone siding. Glass windows would be incorporated into the new home design to be consistent with the architectural style of the surrounding development in accordance with development Standards established for the residential land use and zoning designations of the City of Redlands. On January 1, 2020, the California Solar Mandate went into effect requiring all new residential development (single-family and multi-family development) up to three stories in height to install an individual solar panel system for each residential unit. The residential units developed on the proposed Project site would include rooftop photovoltaic panels that would be incorporated as part of the Project design. In the past, such photovoltaic panels were a source of glare that could potentially affect daytime views, especially for aircraft flying in such areas. However, solar panel design has advanced in recent years to increase the amount of sunlight that is absorbed and converted to electricity, thereby decreasing the amount of solar energy that is reflected. In general, since the whole concept of efficient solar power is to absorb as much light as possible, while reflecting as little light as possible, standard solar panels produce less glare and reflection than standard window glass. Technically, solar panels use “high transmission, low iron glass” which absorbs more light, producing a smaller amount of glare and reflectance than normal glass does.[6] Based on this, installation of rooftop solar photovoltaic panels on the Project’s residential units would not increase glare in the area.

The Project site perimeter would be developed with drought-tolerant street trees, decorative landscaping, architectural features, and other streetscape design techniques to minimize light spillage onto neighboring areas. Additionally, the proposed Project would not utilize high gloss or reflective materials that would cause glare or reflection or generate excessive light. Therefore, impacts from new sources of substantial light or glare would be **less than significant**. No mitigation is required.

[6] Colton, Rodger D., Sheehan Fisher, and Colton Public Finance and General Economics. 2014. Assessing Rooftop Solar PV Glare in Dense Urban Residential Neighborhoods: Determining Whether and How Much of a Problem. November 16, 2014. Website: https://ww5.cityofpasadena.net/planning/wp-content/uploads/sites/56/2017/10/Colton-Roger-Assessing-Roof top-Solar-PV-Glare-in-Dense-Urban-Residential-Neighborhoods.pdf (accessed December 2022).

3.2 AGRICULTURE AND FORESTRY RESOURCES

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☒	☐
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for or cause rezoning of forest land (as defined in Public Resources Code section 12220(g), timberland (as defined by Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☒	☐

a. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

Less than Significant Impact

Discussion of Effects: The Project site is currently fallow. A review of historic photographs in Google Earth[7], indicates that the Project site was operated as an orchard as recently as 2003. However, the irrigation lines have since been removed and the site is no longer being cultivated.

In order to determine whether the Project would convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, a Department of Conservation (DOC) Land Evaluation and Site Assessment (LESA) Model was prepared for the Project (**Appendix A: LESA Model Results**). LESA is a term used to define an approach for rating the relative quality of land resources based upon specific measurable features. The California Agricultural LESA Model is designed to make determinations of the potential significance of a project's conversion of agricultural lands during the Initial Study phase of the CEQA review

[7] Google Earth Pro version 7.3.6.9285. (December 2000-September 2022). 34°05'17.17" N, 117°11'22.90"W, 4380 feet eye altitude.

process. The California LESA Model is composed of the Land Evaluation (LE) portion, which measures soil resource quality, and the Site Assessment (SA) portion, which evaluates other factors that contribute to a site's agricultural importance, such as parcel size, water availability and surrounding agricultural and protected lands. A single LESA score is generated for a given project after all of the individual LESA factors have been scored and weighted. The Final LESA Score is based on a scale of 100 points, with a given project being capable of deriving a maximum of 50 points from the LE factors and 50 points from the SA factors. Scoring thresholds are based upon both the total LESA score as well as the component LE and SA subscores. In this manner the scoring thresholds are dependent upon attainment of a minimum score for the LE and SA subscores so that a single threshold is not the result of heavily skewed subscores (i.e., a site with a very high LE score, but a very low SA score, or vice versa). The LESA Model Thresholds are as follows:

- 0 to 39 Points – Not Considered Significant
- 40 to 59 Points – Considered Significant only if LE and SA subscores are each greater than or equal to 20 points
- 60 to 79 Points – Considered Significant unless either LE or SA subscore is less than 20 points
- 80 to 100 Points – Considered Significant

The Final LESA Score for the proposed Project was calculated at 57.25 total points, with an LE subscore of 40 points and an SA subscore of 17.25 points. Based on the Final LESA Score and the subscores, the LESA Model indicates that impacts pertaining to the conversion of the Project site to a non-agricultural use would be "not considered significant." Additionally, the Project site is classified as "Grazing Land" by the DOC (see **Figure 7, Farmland Mapping and Monitoring Program Designation**), which is not Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland). Due to the fact that the Project is "not considered significant" based on the LESA model and would not convert Farmland to non-agricultural uses, impacts would be **less than significant.** No mitigation measures are required.

b. Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact

Discussion of Effects: The Project site's current zoning designation is *A-1 Agricultural District*. The purpose of the A-1 zone is to provide for the proper utilization of such lands best suited for agricultural purposes, and to prevent the encroachment of incompatible uses. Under this zoning designation, single-family residences are allowed; however, no more than two dwelling units are allowed on each parcel of five acres or more. Only one dwelling unit per lot is permitted on parcels that are less than five acres in area, provided that the lot contains dimensions and an area equivalent to the closest single-family residential zone.[8] The City's General Plan currently designates the Project site as *Very Low Density Residential*, which allows for the development of detached single-family dwellings at densities up to 2.7 dwelling units per acre (du/ac) on slopes of up to 15 percent and 0.4 du/ac on slopes between 15–30 percent. The proposed Project would result in a density of 2.38 du/ac on slopes that are less than 15 percent and, therefore, would not exceed the density limit of *Very Low Density Residential* as established in the General Plan.

[8] City of Redlands Municipal Code. Section 18.20.030. Urban residential or UR zone.

This page intentionally left blank



LSA

Project Site

Important Farmland Categories

G - Grazing Land

FIGURE 7

N

0 100 200

FEET

SOURCE: Google Imagery (2021)

Texas Street Residential Project

Farmland Mapping and Monitoring Program Designation

J:\CRX2201\GIS\MXD\Texas Street Residential Project\Texas Street Residential Project.aprx (12/13/2022)

This page intentionally left blank

Senate Bill (SB) 330, also known as the Housing Crisis Act of 2019, was signed by the Governor on October 9, 2019, and prohibits local jurisdictions from enacting new laws that would have the effect of reducing the legal limit on new housing within their borders or delay new housing via administrative or other regulatory barriers. The proposed Project was submitted under an SB 330 preliminary application. Under California Government Code (CGC) 65589.5(j)(4), "…a proposed housing development project is not inconsistent with the applicable zoning standards and criteria, and shall not require a rezoning, if the housing development project is consistent with the objective general plan standards and criteria but the zoning for the project site is inconsistent with the general plan…" Because the Project is consistent with the General Plan land use designation of *Very Low Density Residential*, pursuant to SB 330, it is not inconsistent with the existing zoning designation. The Project site is not under a Williamson Act Contract.[9] Development of the Project site would, therefore, not conflict with existing agricultural zoning or a Williamson Act contract. **No impact** associated with a conflict with existing agricultural zoning or a Williamson Act contract would occur. No mitigation is required.

c. Would the project conflict with existing zoning for or cause rezoning of forest land (as defined in Public Resources Code section 12220(g), timberland (as defined by Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

No Impact

Discussion of Effects: The General Plan land use designation for the Project site is *Very Low Density Residential* and the zoning designation is *A-1 Agricultural District*. The Project site is not zoned as forest land, timberland, or timberland zoned for Timberland Production. Therefore, the proposed Project would not conflict with land zoned for forest land or timberland. **No impact** associated with forest land or timberland would occur. No mitigation is required.

d. Would the project result in the loss of forest land or conversion of forest land to non-forest use?

No Impact

Discussion of Effects: No forest land use occurs on the Project site; therefore, the Project would not result in the conversion of forest land to a non-forest use. **No impact** associated with the loss of forest land or the conversion of forest land to non-forest use would occur. No mitigation is required.

e. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

Less Than Significant Impact

Discussion of Effects: The Project site is bordered by the Santa Ana River to the north, a public park to the east, a shooting range to the northeast, Texas Street and fallow agricultural land to the west, and existing single-family residential uses to the south. No changes to the existing environment other than those analyzed as part of the proposed Project would result in the conversion of agricultural uses to non-agricultural uses. Projects that are growth inducing (i.e., large residential subdivisions or commercial uses) that are developed on agricultural land, particularly agricultural land surrounded by other agricultural uses, are an example of projects that would influence the conversion of agricultural land to a non-

[9] City of Redlands. July 21, 2017. Revised Draft Environmental Impact Report for the Redlands General Plan Update and Climate Action Plan, Chapter 3.2 Agricultural Resources. Figure 3.2-1: Farmland Classifications.

agricultural use. However, the fallow agricultural land to the west of the Project site is not under agricultural production and is already zoned for future non-agricultural development; the land west of the Project site is zoned as East Valley Specific Plan/Science Research Park (EV/SRP), which means the City anticipates that this parcel will eventually be developed for urban uses. Therefore, implementation of the proposed Project would not influence the conversion of agricultural uses to non-agricultural uses because adjacent agricultural land has already been designated for conversion to urban uses through the City's General Plan and zoning code. Impacts involving other changes in the environment, which due to their location or nature, could result in conversion of farmland to non-agricultural uses, would be **less than significant.** No mitigation measures are required.

3.3 AIR QUALITY

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard	☐	☐	☒	☐
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d. Result in other emissions, such as those leading to odors adversely affecting a substantial number of people?	☐	☐	☒	☐

To evaluate air pollutant emissions from the construction and operation of the Project, modelers conducted the California Emission Estimator Model (CalEEMod) analysis, which is the current air quality and land use emissions model recommended by the California Air Resources Board (ARB) for evaluating emissions from land use projects. Emissions from construction were based on the CalEEMod default for the construction phase scenario and anticipated opening date schedule. Emissions from operation of the proposed Project include vehicle emissions, area source emissions, and energy use emissions. The construction and operational emissions were then compared with the CEQA air quality significance thresholds from the South Coast Air Quality Management District (SCAQMD). A climate action plan service population matrix evaluation was conducted to determine whether or not the proposed Project would be consistent with the City of Redlands's Climate Action Plan.

The proposed Project is located in the City of Redlands, which is part of the South Coast Air Basin (Basin) and is under the jurisdiction of the SCAQMD.

The SCAQMD, together with the California ARB, maintains ambient air quality monitoring stations in the Basin. The air quality monitoring stations closest to the site are the Redlands[10] and San Bernardino[11] Monitoring Stations, which monitor most air pollutant data, except for sulfur dioxide (SO_2), which were obtained from the Fontana station.[12] The air quality trends from these two stations are used to represent the ambient air quality in the vicinity of the Project site. The ambient air quality data monitored at these stations within the past three years are listed in **Table D: Ambient Air Quality Monitored in the Project Vicinity**.

[10] 500 N. Dearborn Street, Redlands, California 92374.
[11] 24302 4th Street, San Bernardino, California 92302.
[12] 14360 Arrow Highway, Fontana, California 92335.

Table D: Ambient Air Quality Monitored in the Project Vicinity

Pollutant	Standard	2019	2020	2021
Ozone (O_3) – Redlands Monitoring Station				
Maximum 1-hour concentration (ppm)		0.137	0.173	0.145
Number of days exceeded:	State: > 0.09 ppm	73	104	74
Maximum 8-hour concentration (ppm)		0.118	0.137	0.120
Number of days exceeded:	State: > 0.07 ppm	111	145	118
	Federal: > 0.07 ppm	109	141	114
Coarse Particulates (PM_{10}) – Redlands Monitoring Station				
Maximum 24-hour concentration (µg/m^3)		42.4	82.9	41.8
Number of days exceeded:	State: > 50 µg/m^3	0	2	0
	Federal: > 150 µg/m^3	0	0	0
Annual arithmetic average concentration (µg/m^3)		21.8	24.7	23.7
Exceeded for the year:	State: > 20 µg/m^3	Yes	Yes	Yes
Fine Particulates ($PM_{2.5}$) – San Bernardino Monitoring Station				
Maximum 24-hour concentration (µg/m^3)		60.5	56.6	57.9
Number of days exceeded:	Federal: > 35 µg/m^3	1	2	1
Annual arithmetic average concentration (µg/m^3)		ND	ND	11.9
Exceeded for the year:	State: > 12 µg/m^3	ND	ND	No
	Federal: > 12 µg/m^3	ND	ND	No
Carbon Monoxide (CO) – San Bernardino Monitoring Station				
Maximum 1-hour concentration (ppm)		1.3	1.9	2.0
Number of days exceeded:	State: > 20 ppm	0	0	0
	Federal: > 35 ppm	0	0	0
Maximum 8-hour concentration (ppm)		1.1	1.4	1.6
Number of days exceeded:	State: ≥ 9.0 ppm	0	0	0
	Federal: ≥ 9 ppm	0	0	0
Nitrogen Dioxide (NO_2) – San Bernardino Monitoring Station				
Maximum 1-hour concentration (ppm)		0.059	0.054	0.056
Number of days exceeded:	State: > 0.18 ppm	0	0	0
	Federal: > 0.10 ppm	0	0	0
Annual arithmetic average concentration (ppm)		0.014	0.014	0.015
Exceeded for the year:	State: > 0.030 ppm	No	No	No
	Federal: > 0.053 ppm	No	No	No
Sulfur Dioxide (SO_2) – Fontana Monitoring Station				
Maximum 24-hour concentration (ppm)		0.0009	0.0009	0.0009
Number of days exceeded:	State: > 0.04 ppm	0	0	0
Maximum 1-hour concentration (ppm)		0.0024	0.0025	0.005
Number of days exceeded:	State: > 0.25 ppm	0	0	0
	Federal: > 0.075 ppm	0	0	0

Source: EPA. 2022. Air Data Air Quality Monitors. Website: http://www.epa.gov/airdata/ad_maps.html (accessed December 2022).
µg/m^3 = micrograms per cubic meter ND = no data
EPA = United States Environmental Protection Agency ppm = parts per million

As shown in **Table D**, the State 1-hour O_3 standard was exceeded 73 to 104 times per year in the past 3 years. The federal 8-hour O_3 standard was exceeded 109 to 141 days per year in the past 3 years, and the State 8-hour O_3 standard was exceeded 111 to 145 times per year in the past 3 years. The State 24-hour particulate matter less than 10 microns in size (PM_{10}) standard were exceeded at least twice in the past 3

years and the federal 24-hour particulate matter less than 2.5 microns in size ($PM_{2.5}$) standard were exceeded 1 to 2 times per year in the past three years.

The ARB coordinates and oversees both State and federal air pollution control programs in the State and oversees activities of local air quality management agencies and maintains air quality monitoring stations throughout the State in conjunction with the United States Environmental Protection Agency (EPA) and local air quality districts. The ARB has divided the State into 15 air basins based on meteorological and topographical factors of air pollution. Data collected at these stations are used by the ARB and EPA to classify air basins as attainment, nonattainment, nonattainment-transitional, or unclassified, based on air quality data for the most recent three calendar years compared with the Ambient Air Quality Standards (AAQS).

Attainment areas may be:

- Attainment/unclassified ("unclassifiable" in some lists), which have never violated the air quality standard of interest or do not have enough monitoring data to establish attainment or nonattainment status;
- Attainment/maintenance (National Ambient Air Quality Standards [NAAQS] only), which violated an NAAQS that is currently in use (was nonattainment) in or after 1990, but now attains the standard and is officially re-designated as attainment by the EPA with a maintenance State Implementation Plan (SIP); or
- Attainment (usually only for California Ambient Air Quality Standards [CAAQS], but sometimes for NAAQS), which have adequate monitoring data to show attainment, have never been nonattainment, or, for NAAQS, have completed the official maintenance period.

Additional restrictions are imposed on nonattainment areas as required by the EPA. The air quality data collected from monitoring stations are also used to monitor progress in attaining air quality standards. **Table E: Attainment Status of Criteria Pollutants in the South Coast Air Basin** lists the attainment status for the criteria pollutants in the Basin.

Table E: Attainment Status of Criteria Pollutants in the South Coast Air Basin

Pollutant	State	Federal
O_3 1-hour	Nonattainment	N/A
O_3 8-hour	Nonattainment	Extreme Nonattainment[1]
PM_{10}	Nonattainment	Attainment/Maintenance
$PM_{2.5}$	Nonattainment	Nonattainment
CO	Attainment	Attainment/Maintenance
NO_2	Attainment	Unclassified/Attainment (1-hour) Attainment/Maintenance (Annual)
SO_2	Attainment	Unclassified/Attainment
Lead	Attainment[2]	Unclassified/Attainment[1]
All others	Attainment/Unclassified	Attainment/Unclassified

Source: ARB. Air Quality Standards and Area Designations. Website: http://www.arb.ca.gov/desig/desig.htm (accessed December 2022).

[1] Area has a design value of 0.175 ppm and above.

[2] Except in Los Angeles County.

ARB = California Air Resources Board
CO = carbon monoxide
N/A = not applicable
NO_2 = nitrogen dioxide
O_3 = ozone
PM_{10} = particulate matter less than 10 microns in size
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
ppm = parts per million
SO_2 = sulfur dioxide

a. Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less than Significant Impact

Discussion of Effects: As discussed above, the Project site is in the South Coast Air Basin, which is managed by the SCAQMD. The EPA has designated the status of the Basin as nonattainment for O_3, PM_{10}, and $PM_{2.5}$ under the CAAQS. Under the NAAQS, the EPA has designated the status of the Basin as nonattainment for O_3 and $PM_{2.5}$.

The SCAQMD and SCAG are responsible for formulating and implementing the AQMP for the Basin. The applicable AQMP is the SCAQMD Final 2016 AQMP. The 2016 AQMP incorporates local General Plan land use assumptions and regional growth projections developed by SCAG to estimate stationary and mobile source emissions associated with projected population and planned land uses. If a new land use is consistent with the local General Plan and the regional growth projections adopted in the 2016 AQMP, then the added emissions are considered to have been evaluated, are contained in the 2016 AQMP, and would not conflict with or obstruct implementation of the regional 2016 AQMP.

The proposed Project is not considered a project of statewide, regional, or area-wide significance (e.g., large-scale projects such as airports, electrical generating facilities, petroleum and gas refineries, residential development of more than 500 dwelling units, or shopping center or business establishment employing more than 1,000 persons or encompassing more than 500,000 square feet of floor space) as defined in the California Code of Regulations.[13]

As previously noted, the proposed Project includes the development of 35 new single-family homes, the extension of Texas Street to the northern end of the Project site, the construction of three new public streets on the Project site, a water quality basin, a recreation lawn, and a play area. The Project would also construct an extension of the Santa Ana River Trail through the northern portion of the Project site. The City's General Plan currently designates the Project site as *Very Low Density Residential*, which allows for the development of detached single-family dwellings at densities up to 2.7 dwelling units per acre (du/ac) on slopes of up to 15 percent. Since the proposed Project is consistent with the City's General Plan land use designation for single family residential[14] and would not generate any increase in population beyond that which has already been planned for by SCAG and the City, the proposed Project is consistent with the 2016 AQMP. Impacts would be **less than significant,** and no mitigation is required.

b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard?

Less than Significant Impact

Discussion of Effects: The Basin is currently designated nonattainment for the federal and State standards for O_3 and $PM_{2.5}$. In addition, the Basin is in nonattainment for the PM_{10} standard. The Basin's nonattainment status is attributed to the region's development history. Past, present, and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By its very nature, air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself, result in nonattainment of AAQS. Instead, a project's individual emissions contribute to existing

[13] California Code of Regulations Title 14, Division 6, Chapter 3, Article 13, §15206(b)).

[14] City of Redlands. 2020. Land Use Zoning. Website: https://www.cityofredlands.org/zoning (accessed in December 2022).

cumulatively significant adverse air quality impacts. If a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant.

In developing thresholds of significance for air pollutants, the SCAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions. Therefore, additional analysis to assess cumulative impacts is not necessary. The following analysis assesses the potential project-level air quality impacts associated with construction and operation of the proposed Project.

The SCAQMD's *CEQA Air Quality Handbook* establishes suggested significance thresholds based on the volume of pollution emitted. According to the Handbook, any project in the Basin with daily emissions that exceed any of the following thresholds should be considered as having an individually and cumulatively significant air quality impact:

- 55 lbs. per day of VOC (volatile organic compounds) (75 lbs./day during construction);
- 55 lbs. per day of NOx (oxides of nitrogen) (100 lbs./day during construction);
- 550 lbs. per day of CO (carbon monoxide) (550 lbs./day during construction);
- 150 lbs. per day of PM_{10} (particulate matter with a diameter of 10 microns or smaller) (150 lbs./day during construction);
- 55 lbs. per day of $PM_{2.5}$ (particulate matter with a diameter of 2.5 microns or smaller) (55 lbs./day during construction); and
- 150 lbs. per day of SOx (oxides of sulfur) (150 lbs. /day during construction).

The most recent version of the CalEEMod (Version 2022.1) was used to calculate construction and operation emissions from development of the proposed Project (**Appendix B**).

No single project is sufficient in size, by itself, to result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. The SCAQMD developed the thresholds of significance based on the level above which a project's individual emissions would result in a cumulatively considerable contribution to the Basin's existing air quality conditions. Therefore, a project that exceeds the SCAQMD project-specific thresholds would also have a cumulatively considerable contribution to a significant cumulative impact.

Construction Emissions**:** During construction, short-term degradation of air quality may occur due to the release of particulate matter emissions (i.e., fugitive dust) generated by site leveling, trenching, paving, and other activities. Emissions from construction equipment are also anticipated and would include CO, NO_X, VOC, directly-emitted $PM_{2.5}$ or PM_{10}, and toxic air contaminants (TACs) such as diesel exhaust particulate matter. Construction emissions were estimated for the Project using CalEEMod Version 2022.1, consistent with SCAQMD recommendations for the proposed Project. For purposes of air quality analysis, it is assumed that construction would happen in three phases and would include the following construction activities: site preparation, grading, building construction, paving, and architectural coatings (painting). Construction of the proposed project is anticipated to begin in April 2024 and be completed in May 2025, for a total of 13 months. Phase 1 would include the construction of 10 homes (September 2024 to January 2025), Phase 2 would construct 11 homes (November 2024 to March 2025), and Phase 3 would

construct 14 homes (January 2025 to May 2025). The maximum daily disturbance on any day during construction is 5.00 acres during the grading phase. The net Project build area is 14.7 acres for the open space and proposed homes. CalEEMod modeling and defaults are assumed for the construction activities, off-road equipment, on-road construction fleet mix and trip lengths. This analysis also assumes the use of Tier 2 construction equipment. Fugitive dust emission control measure such as watering the exposed surface area would occur at least two times daily in accordance with the SCAQMD Rule 403. The proposed Project phases would begin construction in separate months to meet the proposed goal of operational use in 2025.

Table F: Short-Term Regional Construction Emissions identifies the maximum daily emissions associated with construction activities during each phase and indicates that no criteria pollutant emission thresholds would be exceeded from construction of the proposed Project.

Table F: Short-Term Regional Construction Emissions

Construction Phase	Maximum Daily Regional Pollutant Emissions (lbs/day)							
	VOCs	NO_X	CO	SO_X	Fugitive PM_{10}	Exhaust PM_{10}	Fugitive $PM_{2.5}$	Exhaust $PM_{2.5}$
Site Preparation	1.2	39.9	27.8	<0.1	7.9	1.1	4.0	1.0
Grading	1.4	48.9	37.0	<0.1	3.9	1.4	1.5	1.2
Building Construction	2.1	57.3	45.3	0.1	0.6	2.1	0.2	1.8
Paving	0.7	13.4	11.9	<0.1	0.2	0.6	<0.1	0.5
Architectural Coating	2.9	1.1	1.6	<0.1	0.1	0.1	<0.1	0.1
Peak Daily Emissions	**5.0**	**58.4**	**46.9**	**0.1**	**9.0**		**5.0**	
SCAQMD Thresholds	**75.00**	**100.00**	**550.00**	**150.00**	**150.00**		**55.00**	
Significant?	**No**	**No**	**No**	**No**	**No**		**No**	

Source: Compiled by LSA (December 2022).

Note: Numbers may appear to not sum correctly due to rounding. Building construction emissions represent the total from the 3 different construction phases. Peak emissions may occur due to overlap of building construction, architectural coating, and paving activities.

CO = carbon monoxide
lbs/day = pounds per day
NO_X = nitrogen oxides
$PM_{2.5}$ = fine particulate matter less than 2.5 microns in size
PM_{10} = coarse particulate matter less than 10 microns in size
SCAQMD = South Coast Air Quality Management District
SO_X = sulfur oxides
VOCs = volatile organic compounds

As shown in **Table F**, construction emissions associated with the Project would not exceed the SCAQMD's thresholds for VOC, NO_X, CO, SO_X, $PM_{2.5}$, and PM_{10} emissions. Therefore, construction of the proposed Project would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is in nonattainment under an applicable federal or State AAQS. Impacts would be **less than significant,** and no mitigation is required.

Operational Emissions: Long-term air pollutant emissions associated with operation of the proposed Project include emissions from area, energy, and mobile sources. Area sources include architectural coatings, consumer products, and landscaping. Energy source emissions result from activities in buildings

for which electricity and natural gas are used. Mobile-source emissions are from vehicle trips associated with operation of the Project.

Long-term operational emissions associated with the proposed Project were compiled. Trip generation rates used in CalEEMod for the proposed Project were based on the Project's trip generation estimates. The proposed Project is estimated to generate approximately 330 average daily trips (ADT). The Project's projected operational emissions of criteria pollutants from Area, Energy, and Mobile sources are shown in **Table G: Project Operational Emissions**.

Table G: Project Operational Emissions

Source	Pollutant Emissions (lbs/day)					
	VOC	**NO_X**	**CO**	**SO_X**	**PM_{10}**	**$PM_{2.5}$**
Project Area Sources	11.1	0.8	19.8	0.1	2.5	2.5
Project Energy Sources	<0.1	0.3	0.1	<0.1	<0.1	<0.1
Project Mobile Sources	1.3	1.1	9.2	<0.1	0.7	0.1
Total Project Emissions	**12.4**	**2.2**	**29.1**	**0.1**	**3.2**	**2.6**
SCAQMD Thresholds	55.0	55.0	550.0	150.0	150.0	55.0
Exceeds Thresholds?	**No**	**No**	**No**	**No**	**No**	**No**

Source: Compiled by LSA (December 2022).

CO = carbon monoxide
lbs/day = pounds per day
NO_X = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
SCAQMD = South Coast Air Quality Management District
SO_X = sulfur oxides
VOC = volatile organic compounds

The results shown in **Table G** indicate the proposed Project would not exceed the significance criteria for daily VOC, NOx, CO, SOx, PM_{10}, or $PM_{2.5}$ emissions. **Table G** also shows the Project's net increase in criteria pollutants would be minimal and not exceed the SCAQMD's significance criteria. In addition, the proposed Project would be consistent with regulatory measures such as Title 13-Section 2449 of the California Code of Regulations; and CalRecycle/Green Building Program regulations would also be implemented for the proposed Project. Through compliance with these regulations as part of applicable policy designed to reduce emissions, the proposed Project would not exceed any SCAQMD threshold or contribute to a substantial increase in regional air emissions. Therefore, operation of the proposed Project would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is in nonattainment under an applicable federal or State AAQS. Impacts would be **less than significant,** and no mitigation is required.

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact

Discussion of Effects: Localized Significance Thresholds (LSTs) are developed based upon the size or total area of the emissions source from the construction equipment activities, the ambient air quality levels in each Source Receptor Area (SRA) in which the emission source is located, and the distance to the sensitive receptor. The nearest residential homes (i.e., single-family residences) are located approximately 25 feet south of the Project site. LSTs represent the maximum emissions from a project that would not cause or contribute to an exceedance of the most stringent applicable federal or State ambient air quality standard,

and are developed based on the ambient concentrations of that pollutant for each SRA. As identified above, for the proposed Project, the appropriate SRA for the LST is SRA 35 (East San Bernardino Valley).

LSTs only apply to CO, nitrogen dioxide (NO_2), PM_{10}, and $PM_{2.5}$ emissions during construction and operation at the discretion of the lead agency. Screening-level analysis of LSTs is only recommended for construction activities at project sites that are approximately 5 acres or less. The Project site has a construction surface area of 14.7 acres, however; the maximum daily disturbance to the Project site on any given day during the grading phase would be 5 acres. Therefore, screening-level analysis of LSTs for 5 acres was used for construction and operational activities.

Localized significance is determined by comparing the on-site-only portion of the construction and operational emissions with emissions thresholds derived by the SCAQMD to ensure pollutant concentrations at nearby sensitive receptors would be below the LST threshold established by the SCAQMD. **Table H: Project Localized Construction Emissions** and **Table I: Project Localized Operational Emissions** indicate the construction and operational LST analyses of the CalEEMod results.

Table H: Project Localized Construction Emissions

Source	Pollutant Emissions			
	NO_X (lbs/day)	**CO (lbs/day)**	**PM_{10} (lbs/day)**	**$PM_{2.5}$ (lbs/day)**
On-Site Emissions	57.3	45.3	9.0	5.0
LST Thresholds	270.0	2,075.0	14.0	9.0
Significant?	**No**	**No**	**No**	**No**

Source: Compiled by LSA (December 2022).
SRA 35, based on 5-acre construction disturbance daily area.

$\mu g/m^3$ =microgram per cubic meter air
CO = carbon monoxide
LST = localized significance threshold
NO_X = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
ppm =parts per million
SRA = source receptor area

Table I: Project Localized Operational Emissions

Source	Pollutant Emissions			
	NO_X (lbs/day)	**CO (lbs/day)**	**PM_{10} (lbs/day)**	**$PM_{2.5}$ (lbs/day)**
On-Site Emissions	<1.0	1.0	<1.0	<1.0
LST Thresholds	270.0	2,075.0	4.0	3.0
Significant?	**No**	**No**	**No**	**No**

Source: Compiled by LSA (December 2022).
SRA 35, based on 5-acre operational daily area

$\mu g/m^3$ =microgram per cubic meter air
CO = carbon monoxide
LST = localized significance threshold
NO_X = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
ppm =parts per million
SRA = source receptor area

As detailed above in **Tables H and I**, emissions would not exceed LST thresholds. Therefore, the Project would not expose sensitive receptors to substantial pollutant concentrations.

Although project-level NOx emissions would generate ozone precursor emissions, these levels would not exceed any established SCAQMD daily emission thresholds. The Project's peak operation NOx emissions amount to approximately 57.3 pounds per day. Due to the modest size of the proposed Project, the level of emissions is not sufficiently high to use a regional modeling program to correlate health effects on a basin-wide level. On a regional scale, the quantity of emissions from the Project is incrementally minor. Because the SCAQMD has not identified an accurate method to quantify health impacts from small projects; and due to the size of the Project, it is speculative to assign any specific health effects to small project-related emissions. Therefore, impacts related to substantial pollutant concentrations for construction and operation would **be less than significant**. No mitigation is required.

d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than Significant Impact

Discussion of Effects: Other emissions, including nuisance odors, may occur during the operation of diesel-fueled equipment during construction of the Project. Heavy-duty equipment on the Project site during construction would emit odors, primarily from equipment exhaust. However, any objectionable odors would cease to occur after construction is completed. No other sources of objectionable odors have been identified for the proposed Project, and no mitigation measures are required.

SCAQMD Rules 402, 403, and 431.2, as well as Title 13, Section 2449(d)(d) of the California Code of Regulations (CCR), require the Applicant to include implementation of standard control measures for fugitive dust and diesel equipment emissions. Additionally, operators of off-road vehicles (i.e., self-propelled diesel-fueled vehicles 25 horsepower and up that were not designed to be driven on road) are required to limit vehicle idling to five minutes or less; register and label vehicles in accordance with the ARB Diesel Off-Road Online Reporting System; restrict the inclusion of older vehicles into fleets; and retire, replace, or repower older engines or install Verified Diesel Emission Control Strategies (i.e., exhaust retrofits). Additionally, SCAQMD Rule 402 regarding nuisances states: "A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause injury or damage to business or property." Adherence to these rules is standard regulatory policy for all development and would reduce impacts from other emissions such as nuisance odors to **less than significant** levels. No mitigation is required.

3.4 BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
c. Have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☒	☐	☐
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?	☐	☐	☐	☒

The information and analysis in this section have been prepared based on the Biological Resources Assessment for the proposed Project located within Assessor Parcel Number 167-041-01 in the City of Redlands, San Bernardino County, California, prepared by ELMT Consulting, Inc. (ELMT) in March 2023 (ELMT 2023)[15] (see **Appendix C-1: Biological Resources Assessment**) and the Delineation of State and

[15] ELMT Consulting, Inc. 2023. *Texas Street Project, City of Redlands, San Bernardino County, California (Assessor Parcel Number 0167-041-01) Biological Resources Assessment*. June 2021, Updated March 2023.

Federal Jurisdictional Waters report prepared by ELMT in December 2021 (ELMT 2021)[16] (**Appendix C-2: Jurisdictional Delineation Report**).

a. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Less Than Significant Impact with Mitigation Incorporated

Discussion of Effects: The Project site is currently undeveloped and generally rectangular in shape. Conditions on the site generally consist of disturbed vegetation, scattered trees, and power utility poles. The northernmost portion of the Project site slopes into the Santa Ana River wash, which generally consists of river sediment and brush vegetation.

The Biological Resources Assessment included in **Appendix C-1** included a literature review and records search for special-status biological resources potentially occurring on or within the vicinity of the Project site and a habitat assessment and field investigation conducted on June 9, 2021, to evaluate the condition of the habitat present within the Project site. Previously recorded occurrences of special-status plant and wildlife species and their proximity to the Project site were determined through a query of the California Department of Fish and Wildlife's (CDFW) QuickView Tool in the Biogeographical Information and Observation System (BIOS), California Natural Diversity Database (CNDDB) Rarefind 5, and the California Native Plant Society's (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California. The only sensitive wildlife species determined to have a moderate or high potential to occur on the Project site is the San Bernardino kangaroo rat (*Dipodomys meriamii*). Sensitive plant species determined to have a moderate or high potential to occur on the Project site include the Santa Ana River woolly star (*Eriastrum densifolium* ssp. *sanctorum*) and the slender-horned spineflower (*Dodecahema leptoceras*).

No special-status plant or wildlife species, or special-status plant communities were observed within the proposed limits of disturbance on the Project site (i.e., the generally flat upland area where the project improvements are proposed) during the field investigation. The portion of the Project site within the proposed limits of disturbance consists of existing disturbed and developed areas that have been subject to a high level of anthropogenic disturbances that have eliminated the natural plant communities that once occurred on site. As such, the majority of the Project site consists of nonnative, ruderal/weedy plant species. Plant species identified on the Project site include primarily nonnative and early successional/ ruderal plant species, including red brome (*Bromus rubens*), ripgut (*Bromus diandrus*), Mediterranean mustard (*Hirschfeldia incana*), Russian thistle (*Salsola tragus*), and elderberry (*Sambucus nigra*). The Project site provides minimal foraging and cover habitat for wildlife species adapted to a high degree of anthropogenic disturbance. Avian species observed during the field investigation include northern mockingbird (*Mimus polyglottos*), Anna's hummingbird (*Calypte anna*), black phoebe (*Sayornis nigricans*), Cassin's kingbird (*Tyrannus vociferans*) and lesser goldfinch (*Spinus psaltria*). The only reptilian species observed during the field investigation was western side-blotched lizard (*Uta stansburiana elegans*). The only mammalian species observed during the field investigation was pocket gopher (*Thomomys* sp.). No fish or amphibian species were observed during the field investigation.

[16] ELMT Consulting, Inc. 2021. *Texas Street Project, City of Redlands, San Bernardino County, California (Assessor Parcel Number 0167-041-01) Delineation of State and Federal Jurisdictional Waters*. December.

Based on regional significance and listing status, the potential occurrence of burrowing owl (*Athene cunicularia*) was investigated as part of the Biological Resources Assessment. No burrowing owls or recent signs (i.e., pellets, feathers, castings, or whitewash) were observed during the field investigation. No suitable burrows were observed during the field investigation..

Although no special-status species or plant communities were observed on the portion of the Project site within the proposed limits of disturbance, one sensitive wildlife species (San Bernardino kangaroo rat), one sensitive plant species (Santa Ana River woolly star), and one sensitive plant community (Riversidian Alluvial Fan Sage Scrub, or RAFSS) were observed in the northern portion of the parcel within the Santa Ana riverbed, outside the proposed limits of disturbance. Because these sensitive biological resources occur outside the portion of the Project site where development is proposed, they are not anticipated to be adversely affected by the proposed Project's actions. In addition, potential impacts to the San Bernardino kangaroo rat would be further reduced with implementation of **Mitigation Measure BIO-1**, which requires that a protocol focused trapping study for the San Bernardino kangaroo rat be conducted prior to ground-disturbing activities in order to determine the presence/absence of the species within the Project area and adjacent slope.

Although the Biological Resources Assessment determined that the Project site does not have the potential to support burrowing owl, the assessment recommended pre-construction surveys for burrowing owls be conducted as described in **Mitigation Measure BIO-2** prior to any ground-disturbing activities in order to reduce potential impacts to burrowing owls that may be present on or around the Project site.

Mitigation Measure BIO-1 To ensure no impacts to San Bernardino kangaroo rat (SBKR) occur from Project implementation, the following measures shall be implemented prior to ground-disturbing activities:

1. A protocol focused trapping study for SBKR shall be conducted prior to ground-disturbing activities to determine the presence/absence of SBKR within the Project area and adjacent slope, consistent with the United States Fish and Wildlife Service's (USFWS) approved Survey Protocol for Determining Presence of San Bernardino Kangaroo Rats and the California Department of Fish and Wildlife's (CDFW) Memorandum of Understanding.

    a. If no SBKRs are trapped on-site during the trapping study, the following avoidance and minimization measures shall be conducted prior to ground-disturbing activities.

        i. The limits of the Project disturbance shall be clearly marked with flagging or similar means. All mechanized equipment shall remain within the designated limits of disturbance. Construction personnel shall strictly limit their activities, vehicles, equipment, and construction materials to the designated work area.

ii. All contractors and personnel involved in the construction shall receive environmental awareness training. The training shall be developed in consultation with a biological monitor and consist of an on-site or training center presentation with supporting materials (i.e., photographs, pamphlets, slides). The training shall provide information about federally/State-listed species, special-status species, and sensitive habitats occurring within the vicinity of the proposed limits of disturbance (i.e., SBKR, and Riversidian Alluvial Fan Sage Scrub [RAFSS]).

iii. Immediately following the negative trapping results, a SBKR exclusion fence shall be installed around the proposed limits of disturbance. The exclusion fence shall be constructed to the following specification.

iv. An approximately 4-foot-tall fence with 2 feet above ground and 2 feet below ground shall be installed around the entire disturbance area. The erect portion of the fencing shall be covered in a material that cannot be climbed or chewed through by SBKR.

v. A qualified biological monitor, with SBKR experience, shall be present during initial clearing and grubbing activities and on a regular basis to ensure the exclusion fence is effective. The biological monitor shall have the authority to halt any and all construction activities.

vi. The biological monitor shall supervise the installation of the SBKR exclusion fence around the proposed limits of disturbance. The biological monitor shall ensure that no burrows are impacted by fence installation, by avoiding burrows within 5 meters, if any. The wildlife agencies will be consulted if there are burrows within 5 meters of the fence to avoid take.

vii. The biological monitor shall inspect the exclusion fence before leaving the job site in the evening and repair any opening in the fencing as necessary to exclude SBKR.

viii. The biological monitor shall supervise the removal of the SBKR exclusion fence to ensure no SBKR burrows, if any, are impacted by fence removal.

ix. Construction activities shall be limited to daylight hours to the extent feasible. If nighttime work is necessary, lighting shall be shielded away from the Santa Ana River floodplain

north of the proposed limits of disturbance. Fixtures shall be shielded to downcast below the horizontal plane of the fixture height and mounted as low as possible.

x. All permanent lighting fixtures within the completed development shall be shielded and directed away from the RAFSS habitat on the Santa Ana River floodplain north of the proposed limits of disturbance.

b. If SBKR are trapped within the proposed limits of disturbance, Incidental Take Permits (ITPs) with the USFWS (Section 10 or Habitat Conservation Plan) and CDFW (Section 2081) shall be prepared and processed to allow for "take" authorization for SBKR and to mitigate for impacts to the species and loss of habitat. If SBKR are determined to be present, project construction shall not occur until "take" authorization and mitigation approval is received from the wildlife agencies.

Mitigation Measure BIO-2 Pre-construction surveys for burrowing owls on the Project site and in the surrounding area shall be conducted by a qualified biologist no more than 14 days prior to initiation of Project activities in accordance with guidelines identified by the CDFW 2012 Staff Report on Burrowing Owl Mitigation (State of California Natural Resources Agency, Department of Fish and Game, March 2012). If Project activities are delayed for more than 30 days (including the restarting of activities after Project/ground-disturbing delays of 30 days or more), additional surveys shall be completed, including but not limited to a take avoidance survey within 24 hours of ground disturbance.

If burrowing owl(s) are not observed on site during any pre-construction surveys, a letter shall be prepared by the qualified biologist documenting the results of the survey.

If burrowing owls are observed on the Project site during the pre-construction survey, a burrowing owl relocation plan shall be prepared by the Applicant and approved by the CDFW.

While no breeding or nesting birds or raptors were observed within the Project site and surrounding vicinity, the habitat assessment and field assessment were conducted outside the typical breeding season. The vegetation on the Project site could provide nesting habitat for birds protected by the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code. Construction of the proposed Project is anticipated to occur during the bird breeding season (typically February 1 through August 31), which could result in ground-disturbing construction activities directly affecting birds protected by the MBTA and their nests through the removal of habitat on the Project site and indirectly through increased noise, vibration, and increased human activity. **Mitigation Measure BIO-3** requires that nesting bird pre-construction clearance surveys be conducted prior to any ground-disturbing activities.

Mitigation Measure BIO-3 Nesting birds are protected pursuant to the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (Sections 3503, 3503.3, 3511, and 3513 of the California Fish and Game Code prohibit the take, possession, or destruction of birds, their nests or eggs). In order to protect migratory bird species, a nesting bird clearance survey shall be conducted prior to any ground disturbance or vegetation removal activities that may disrupt the birds during the nesting season. Consequently, if avian nesting behaviors are disrupted, such as nest abandonment and/or loss of reproductive effort, it is considered "take" and is potentially punishable by fines and/or imprisonment.

If construction occurs between February 1 and August 31, a pre-construction clearance survey for nesting birds shall be conducted within three (3) days of the start of any vegetation removal or ground-disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey shall document a negative survey with a brief letter report indicating that no impacts to active avian nests would occur. If an active avian nest is discovered during the pre-construction clearance survey, the biologist shall establish protective buffers surrounding the nest site in which no disturbance activities shall occur until the nesting activity is completed and the nesting has either failed or the young have fledged. The size of the no-disturbance buffer shall be determined by the wildlife biologist and shall depend on the level of noise and/or surrounding anthropogenic disturbances, line of sight between the nest and the construction activity, type and duration of construction activity, ambient noise, species habituation, and topographical barriers. These factors shall be evaluated on a case-by-case basis when developing buffer distances. Limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or other appropriate barriers; and construction personnel shall be instructed on the sensitivity of nest areas. A biological monitor shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. As noted above, once the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, construction activities within the buffer area can occur.

With implementation of **Mitigation Measures BIO-1, BIO-2, and BIO-3**, the proposed Project would have a **less than significant** impact with mitigation incorporated on special-status species.

b. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Less Than Significant Impact

Discussion of Effects: The Project site is bounded by the Santa Ana River Wash to the north. One sensitive plant community (RAFSS) was observed during the field assessment in the northern portion of the Project site within the Santa Ana riverbed, which is outside the proposed limits of disturbance. No development would occur in this portion of the Project site and, as such, the Santa Ana River Wash and RAFSS plant community are not anticipated to be adversely impacted by the proposed Project's actions.

No discernible drainage courses, inundated areas, or wetland features/obligate plant species that would be considered jurisdictional by the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), or the CDFW were observed within the Project site.

One erosional drainage feature was observed on the northwest boundary of the portion of the Project site within the proposed limits of disturbance. This drainage feature follows the slope that separates the area within the proposed limits of disturbance from the Santa Ana River Wash and drains into the Santa Ana River Wash north of the Project site. The Jurisdictional Delineation Report completed for the proposed Project determined that this drainage feature exhibits characteristics consistent with the RWQCB's methodology for identifying jurisdictional waters of the State and should be considered as such, but it did not qualify as waters of the United States. The drainage and associated RAFSS habitat also exhibited characteristics consistent with CDFW methodology for identifying a jurisdictional streambed and should be considered as such. As discussed previously, no development would occur in this portion of the Project site and as such, the drainage and associated RAFSS plant community are not anticipated to be adversely impacted by the proposed Project's actions. Impacts to riparian habitat or other sensitive natural communities would be **less than significant**.

c. Would the project have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact

Discussion of Effects: As part of the Jurisdictional Delineation Report, the literature review of the Project site and the surrounding area did not identify any potentially jurisdictional features or wetlands present on the Project site. In addition, no jurisdictional drainages, stream courses, and/or other water features were identified on the Project site during the field assessment conducted in June 2021. As discussed above in Response 3.4(b), one erosional drainage feature was observed on the northwest boundary of the portion of the Project site within the proposed limits of disturbance; therefore, a Jurisdictional Delineation Report was completed.

An area must exhibit all three wetland parameters described in the USACE's 2008 Arid West Regional Supplement[17] to be considered a federal jurisdictional wetland. These parameters are: (1) the presence of wetland vegetation; (2) the presence of hydric soils;[18] and (3) the presence of wetland hydrology. Under the State Water Resource Control Board's (SWRCB) State wetland definition, an area is considered a State wetland if, under normal circumstances: (1) the area has continuous or recurrent saturation of the upper

[17] United States Army Corps of Engineers (USACE). 2008. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0). J.S. Wakeley, R.W. Lichvar, and C.V. Noble, eds. ERDC/EL TR 08 28. Vicksburg, Mississippi: United States Army Engineer Research and Development Center.

[18] Hydric soils are defined by the U.S. Food Security Act of 1985 to mean "soil that, in its undrained condition, is saturated, flooded, or ponded long enough during the growing season to develop an anaerobic condition that supports the growth and regeneration of hydrophytic vegetation." This term is part of the legal definition of a wetland.

substrate caused by groundwater, or shallow surface water, or both; (2) the duration of such saturation is sufficient to cause anaerobic conditions in the upper substrate; and (3) the area's vegetation is dominated by hydrophytes[19] or the area lacks vegetation. Based on the results of the field delineation, it was determined that no areas within the Project site meet all three federal wetland parameters or the State wetland definition. Therefore, no federal or State jurisdictional wetland features exist on the Project site. **No impact** would occur, and no mitigation is required.

d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less Than Significant Impact with Mitigation Incorporated

Discussion of Effects: Habitat fragmentation occurs when a single, contiguous habitat area is divided into two or more areas, or where an action isolates the two or more new areas from each other. Isolation of habitat occurs when wildlife cannot move freely from one portion of the habitat to another or to/from one habitat type to another. Habitat fragmentation may occur when a portion of one of more habitats is converted into another habitat, as when scrub habitats are converted into annual grassland habitat because of frequent burning. Wildlife movement includes seasonal migration along corridors, as well as daily movements for foraging. Examples of migration corridors may include areas of unobstructed movement for deer, riparian corridors providing cover for migrating birds, routes between breeding waters and upland habitat for amphibians, and between roosting and feeding areas for birds. The Santa Ana River Wash north of the Project site functions as a wildlife movement corridor that connects the valley floor to the nearby San Bernardino Mountains.

Although the Project site is immediately south of the Santa Ana River Wash, the Project would be confined to the upland portion of the Project site on the bluff above the Santa Ana River Wash. The proposed Project would not restrict or eliminate wildlife movement because, unlike the Santa Ana River Wash, the area within the proposed limits of disturbance on the Project site does not serve as a wildlife movement corridor. This is primarily due to its location adjacent to existing development. Although no riparian or other natural vegetation communities occur within the area of proposed disturbance, existing vegetation on the Project site may provide nesting habitat for migratory birds. Therefore, with implementation of **Mitigation Measure BIO-2** for the protection of birds pursuant to the MBTA, the proposed project would have a **less than significant impact with mitigation incorporated** on the movement of native resident or migratory fish or wildlife species, native or migratory wildlife corridors, or native wildlife nursery sites.

e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Less Than Significant Impact

Discussion of Effects: The City of Redlands General Plan outlines policies that protect biological resources. These policies pertain to important ecological areas in the City of Redlands, such as San Timoteo Canyon, Live Oak Canyon, the Crafton Hills, the Santa Ana River, Mill Creek, and other riparian areas within the City of Redlands. The Project site is bounded by the Santa Ana River Wash to the north; however, implementation of the proposed Project would not result in development in the northern portion of the

[19] Hydrophytes are plants that grow either partly or totally submerged in water.

Project site. As such, the Santa Ana River Wash is not anticipated to be adversely impacted by the proposed Project's actions.

Street trees and other trees in the public domain within the City of Redlands are managed pursuant to Redlands Municipal Code Chapter 12.52 (Trees and Tree Protection along Streets and in Public Places).[20] However, the City of Redlands does not have any local policies or ordinances pertaining to trees on private property.

The Project would not conflict with any policies protecting biological resources in the Santa Ana River Wash and would not require the removal of any street trees. Therefore, development of the proposed Project would not conflict with any local policies or ordinances protecting biological resources. Impacts would be **less than significant**, and no mitigation is required.

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?

No Impact

Discussion of Effects: The City has adopted the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan, which permits and mitigates construction and maintenance activities within the Santa Ana River Wash north of the Project site, including water conservation, wells and water infrastructure, aggregate mining, transportation, flood control, agriculture, trails, and habitat enhancement. The Project site is located outside the boundaries of the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan. As such, **no impact** or conflict would occur in regard to conservation plans, and no mitigation is required.

[20] City of Redlands Municipal Code Chapter 12.52. Trees and Tree Protection along Streets and in Public Places.

3.5 CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☒	☐	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

a. Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?

Less Than Significant with Mitigation Incorporated

Discussion of Effects: Pursuant to §15064.5, the term "historical resource" shall include:

(1) A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources [California Register] (Pub. Res. Code §5024.1, Title 14 California Code of Regulations [CCR], Section 4850 et seq.).

(2) A resource included in a local register of historical resources, as defined in section 5020.1(k) of the Public Resources Code or identified as significant in an historical resource survey meeting the requirements section 5024.1(g) of the Public Resources Code, shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.

(3) Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be an historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register of Historical Resources (Pub. Res. Code, § 5024.1, Title 14 CCR, Section 4852) including the following:

A. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.

B. Is associated with the lives of persons important in our past.

C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.

D. Has yielded, or may be likely to yield, information important in prehistory or history.

A "substantial adverse change" to a historical resource, according to Public Resources Code (PRC) §5020.1(q), "means demolition, destruction, relocation, or alteration such that the significance of a historical resource would be impaired."

A project-specific cultural resources assessment and historical resources evaluation was conducted for the Project site and included an archaeological and historical records search and an intensive pedestrian survey of the Project site (**Appendix D: Cultural and Historical Resources Evaluation**). The record search included a review of all recorded historic-era and prehistoric archaeological sites within the Project site and an 0.25-mile search radius, as well as a review of known cultural resource surveys and technical reports. The records search did not identify any previously recorded cultural resources within the Project site. The records search also revealed that portions of the northern half of the Project site and the eastern and southern edges of the Project site have been previously surveyed for cultural resources. Additionally, seven cultural resource studies have been completed for projects within a 0.25-mile radius of the Project site.

One historic-aged resource, CA-SBR-7052H, was recorded approximately 500 feet east of the Project site. This resource was an early twentieth century orange grove and irrigation system with two homes and was demolished in the early 2000s for a residential development.

The intensive pedestrian survey of the Project site did not identify any prehistoric or historical archaeological remains or built-environment resources. Nevertheless, there is always some potential for the proposed Project to unearth previously undocumented cultural resources during construction. Therefore, **Mitigation Measures CUL-1 through CUL-2**, which requires the retention of a qualified archaeologist on an on-call basis to assess the significance of any find and determine the appropriate treatment in the event that unanticipated cultural material is unearthed on the Project site.

Mitigation Measure CUL-1 Prior to the issuance of a grading permit, the Applicant shall provide the Director of the City of Redlands Department of Development Services, or designee, with evidence that it has retained the services of a qualified archaeologist that meets the Secretary of the Interior standards on an on-call basis. In the event that cultural resources are discovered during Project activities, all work in the immediate vicinity of the find (within a 100-foot buffer) shall cease and the Project archaeologist shall assess the find and determine appropriate treatment. Work on the other portions of the Project outside of the buffered area may continue during this assessment period.

Mitigation Measure CUL-2 If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the qualified archaeologist shall develop a Monitoring and Treatment Plan for the remainder of the Project site. The Monitoring and Treatment Plan shall be developed in coordination with the Applicant and the City. The Applicant shall secure a monitoring agreement with the archaeologist prior to the recommencement of work, and the archaeologist shall monitor during the remainder of the ground disturbance activities on the Project site and implement the Plan accordingly.

Implementation of **Mitigation Measures CUL-1 through CUL-2** would reduce impacts to known, unknown, or potential cultural resources that may be located within the Project site to **less than significant** levels.

b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Less Than Significant with Mitigation Incorporated

Discussion of Effects: Please refer to the response to Threshold 3.5(a). Implementation of **Mitigation Measures CUL-1 through CUL-2** would reduce impacts to known, unknown, or potential archaeological resources that may be located within the Project site to **less than significant** levels.

c. Would the project disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact

Discussion of Effects: No known human remains are present on the Project site and there are no facts or evidence to support the idea that Native Americans or people of European descent are buried on the Project site; however, buried and undiscovered archaeological resources, including human remains, may be present below the ground surface in portions of the Project site. Disturbing human remains could violate the State Health and Safety Code, as well as destroy the resource. In the unlikely event that human remains are encountered during Project grading, the construction contractor would be required to notify the proper authorities and adhere to standard procedures that would ensure the respectful handling of human remains during the earthmoving activities.

Construction contractors are required to adhere to California Code of Regulations (CCR) Section 15064.5(e), Public Resources Code (PRC) Section 5097, and Section 7050.5 of the State's Health and Safety Code. To ensure proper treatment of burials in the event of an unanticipated discovery of a burial, human bone, or suspected human bone, the law requires that all excavation or grading in the vicinity of the find halt immediately, the area of the find be protected, and the contractor immediately notify the County Coroner of the find. The construction contractor, the Applicant, and the County Coroner are required to comply with the provisions of CCR Section 15064.5(e), PRC Section 5097.98, and Section 7050.5 of the State Health and Safety Code. Compliance with these provisions (specified in **Regulatory Compliance Measure CUL-3**) would ensure that any potential impacts to unknown buried human remains would be **less than significant** by ensuring appropriate examination, treatment, and protection of human remains as required by State law.

Regulatory Compliance Measure CUL-3 In the event that human remains or funerary objects are encountered on the Project site during any construction activities associated with the Project, work within 100 feet of the discovery shall be redirected and the County Coroner notified immediately consistent with the requirements of California Code of Regulations (CCR) Section 15064.5(e). State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. If the remains are determined to be Native American, the County Coroner

shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD).

With the permission of the property owner, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Consistent with CCR Section 15064.5(d), if the remains are determined to be Native American and an MLD is notified, the Applicant shall consult with the MLD as identified by the NAHC to develop an agreement for treatment and disposition of the remains. Prior to the issuance of grading permits, the Director of the City of Redlands Department of Development Services, or designee, shall verify that all grading plans specify the requirements of CCR Section 15064.5(e), State Health and Safety Code Section 7050.5, and PRC Section 5097.98, as stated above.

3.6 ENERGY

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

a. Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than Significant Impact

Discussion of Effect: The Project's consumption of energy during construction and operation is calculated via CalEEMod, as detailed in **Appendix B**.

Construction-Period Energy Use. As described in Section 2.0 of this IS/MND, the anticipated construction schedule assumes that the proposed Project would be built in approximately 13 months. The proposed Project would require site preparation, grading, building construction, paving, and architectural coating activities during construction.

Construction of the proposed Project would require energy for the manufacture and transportation of construction materials, preparation of the site for grading and building activities, and construction of the building. All or most of this energy would be derived from non-renewable resources. Petroleum fuels (e.g., diesel and gasoline) would be the primary sources of energy for these activities. However, construction activities are not anticipated to result in an inefficient use of energy as gasoline and diesel fuel would be supplied by construction contractors who would conserve the use of their supplies to minimize their costs on the Project. Energy (i.e., fuel) usage on the Project site during construction would be temporary in nature and would be relatively small in comparison to the State's available energy sources. Construction of the proposed Project would not result in the wasteful, inefficient, or unnecessary consumption of energy resources and construction-related impacts would be **less than significant**. No mitigation is required.

Operation: Energy use includes both direct and indirect sources of emissions. Direct sources of emissions include on-site natural gas usage for heating, while indirect sources include electricity generated by off-site power plants. Natural gas use in CalEEMod is measured in units of a thousand British thermal units (kBTU) per year; however, this analysis converts the results to natural gas in units of therms. Electricity use in CalEEMod is measured in kilowatt hours (kWh) per year.

CalEEMod divides building electricity and natural gas use into uses that are subject to Title 24 standards and those that are not. For electricity, Title 24 uses include the major building envelope systems covered by Part 6 (California Energy Code) of Title 24 (e.g., space heating, space cooling, water heating, and

ventilation). Non-Title 24 uses include all other end uses (e.g., appliances, electronics, and other miscellaneous plug-in uses). Because some lighting is not considered as part of the building envelope energy budget, CalEEMod considers lighting as a separate electricity use category.

For natural gas, uses are likewise categorized as Title 24 or non-Title 24. Title 24 uses include building heating and hot water end uses. Non-Title 24 natural gas uses include appliances.

Energy and natural gas consumption was estimated for the Project using CalEEMod. The proposed buildings would be constructed to CALGreen standards, which were included in CalEEMod inputs. The electricity and natural gas rates are from the CalEEMod analysis, while the gasoline and diesel rates are based on the traffic analysis in conjunction with USDOT fuel efficiency data. Electricity, natural gas, and gasoline usage estimates associated with the operation of the proposed project are shown in **Table J: Estimated Annual Energy Use of Proposed Project**.

Table J: Estimated Annual Energy Use of Proposed Project

Land Use	Electricity Use (kWh/year)	Natural Gas (Therms/year)	Gasoline (gallons/year)	Diesel (gallons/year)
Single Family Residential	266,337	10,951	31,860	22,676

Source: California Emissions Estimator Model (CalEEMod). Compiled by LSA. December 2022.
kWh = kilowatt hours
kBTU = Thousand British Thermal Units

As shown in **Table J**, the estimated electricity demand associated with the proposed Project is 266,337 kWh per year. According to the California Energy Commission (CEC), total electricity consumption in the Southern California Edison (SCE) service area in 2021 was 103,405 GWh.[21] Of this total, San Bernardino County consumed 16,180.8 GWh or 16,180,811,158 kWh.[22] Therefore, electricity demand associated with the proposed Project would be approximately 0.002 percent of San Bernardino County's total electricity demand.

Also shown in **Table J**, the estimated natural gas demand associated with the proposed Project is 10,951 therms per year. According to the CEC, total natural gas consumption in the Southern California Gas Company (SoCalGas) service area in 2021 was 6,755 million therms, while San Bernardino County consumed 561,360,617 therms.[23] Therefore, natural gas demand associated with the proposed Project would be 0.002 percent of San Bernardino County's total natural gas demand.

Furthermore, the proposed Project would result in energy usage associated with gasoline and diesel to fuel Project-related vehicle trips. The average fuel economy for light-duty vehicles (automobiles, pickups, vans, and SUVs) in the United States has steadily increased, from about 14.9 miles per gallon (mpg) in

[21] California Energy Commission (CEC). 2021a. *2021 Total System Electric Generation*. Website: https://www.energy.ca.gov/data-reports/energy-almanac/california-electricity-data/2020-total-system-electric-generation (accessed December 2022).

[22] CEC. 2021b. Electricity Consumption by County and Entity. Website: http://www.ecdms.energy.ca.gov/elecbycounty.aspx and http://www.ecdms.energy.ca.gov/elecbyutil.aspx (accessed December 2022).

[23] CEC. 2021c. Gas Consumption by County and Entity. Website: http://www.ecdms.energy.ca.gov/gasbycounty.aspx and http://www.ecdms.energy.ca.gov/gasbyutil.aspx (accessed December 2022).

1980 to 22.9 mpg in 2020[24]. The average fuel economy for heavy-duty trucks in the United States has also steadily increased, from 5.7 mpg in 2013 to a projected 8.0 mpg in 2021[25].

Using the EPA gasoline fuel economy estimates for 2020, the California diesel fuel economy estimates for 2021, and the traffic data from the Project traffic analyses, the proposed Project would result in the annual consumption of 31,860 gallons of gasoline and 22,676 gallons of diesel fuel. In 2021, vehicles in California consumed approximately 13.8 billion gallons of gasoline. Therefore, gasoline demand generated by vehicle trips associated with the proposed Project would be a minimal fraction of gasoline and diesel fuel consumption in California and, by extension, in San Bernardino County.

In addition, vehicles associated with trips to and from the Project site would be subject to fuel economy and efficiency standards, which are applicable throughout the State. As such, the fuel efficiency of vehicles associated with Project operations would increase throughout the life of the proposed Project. Therefore, implementation of the proposed Project would not result in a substantial increase in transportation-related energy uses.

In summary, construction and operation of the proposed Project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources. Consumption of energy resources as a result of implementation of the proposed Project would be comparable to other recently built residential neighborhoods in the City of Redlands. Impacts would be **less than significant,** and no mitigation would be required.

b. Would the project conflict with or obstruct a State or local plan for renewable energy or energy efficiency?

Less than Significant Impact

Discussion of Effect**:** In 2002, the State Legislature passed Senate Bill (SB) 1389, which required the CEC to develop an integrated energy plan every 2 years for electricity, natural gas, and transportation fuels, for the California Energy Policy Report. The plan calls for the State to assist in the transformation of the transportation system to improve air quality, reduce congestion, and increase the efficient use of fuel supplies with the least environmental and energy costs. To further this policy, the plan identifies a number of strategies, including assistance to public agencies and fleet operators in implementing incentive programs for zero-emission vehicles and their infrastructure needs, and encouragement of urban designs that reduce VMT and accommodate pedestrian and bicycle access.

The CEC recently adopted the 2022 Integrated Energy Policy Report.[26] The 2022 Integrated Energy Policy Report provides the results of the CEC's assessments of a variety of energy issues facing California. Many of these issues will require action if the State is to meet its climate, energy, air quality, and other environmental goals while maintaining energy reliability and controlling costs. The 2022 Integrated Energy Policy Report covers a broad range of topics, including implementation of SB 350, integrated resource planning, distributed energy resources, transportation electrification, solutions to increase resiliency in

[24] U.S. Department of Transportation (USDOT). 2017. "Table 4-23: Average Fuel Efficiency of U.S. Light Duty Vehicles." April 14, 2017. Website: https://www.bts.dot.gov/bts/bts/content/average-fuel-efficiency-us-light-duty-vehicles (accessed November 2022).

[25] California Energy Commission (CEC). 2015. Medium and Heavy-Duty Truck Prices and Fuel Economy 2013–2026. Website: efiling.energy.ca.gov/getdocument.aspx?tn=206180 (accessed December 2022).

[26] CEC. 2022. *2022 Integrated Energy Policy Report Update*. California Energy Commission. Docket Number: 22-IEPR-01.

the electricity sector, energy efficiency, barriers faced by disadvantaged communities, demand response, transmission and landscape-scale planning, the California Energy Demand Preliminary Forecast, the preliminary transportation energy demand forecast, renewable gas (in response to SB 1383), updates on Southern California electricity reliability, the natural gas outlook, and climate adaptation and resiliency.

As indicated above, energy usage on the Project site during construction would be temporary in nature. In addition, energy usage associated with operation of the proposed Project would be relatively small in comparison to the State's available energy sources, and energy impacts would be negligible at the regional level. Because California's energy conservation planning actions are conducted at a regional level, and because the Project's total impact on regional energy supplies would be minor, the proposed Project would not conflict with or obstruct California's energy conservation plans as described in the CEC's 2022 Integrated Energy Policy Report.

The proposed Project would be required to comply with the California Building Code (CBC) and California Green Building Standards Code (CALGreen Code) pertaining to energy and water conservation standards in effect at the time of construction. Therefore, the proposed Project would be consistent with applicable plans related to renewable energy and energy efficiency. Impacts would be **less than significant,** and no mitigation is required.

3.7 GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☐	☒	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv. Landslides?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

a. Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other

substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication #42.

No Impact

Discussion of Effects: The Project site is within a seismically active region; however, it is not located within the boundaries of an Earthquake Fault Zone for fault rupture hazard as defined by the Alquist-Priolo Earthquake Fault Zoning Act of 1972. Additionally, according to the Geotechnical and Infiltration Evaluation Report prepared for the proposed Project (**Appendix E: Geotechnical and Infiltration Evaluation Report**),[27] there are no known active or potentially active faults that traverse the Project site. Although the nearest known active fault is the San Andreas Fault, which is located approximately 3.75 miles northeast of the Project site, the Geotechnical and Infiltration Evaluation Report does not identify an elevated potential for active fault rupture at the Project site. In the absence of any on-site active faults, **no impact** related to fault rupture would occur on the Project site, and no mitigation is required.

ii. Strong seismic shaking?

Less than Significant Impact

Discussion of Effects: The Project site is within a seismically active area, where earthquakes have the potential to produce very strong seismically related ground shaking during the anticipated operational life of the Project. The nearest known active fault is the San Andreas Fault located approximately 3.75 miles to the northeast of the Project site.[28]

The extent of ground shaking associated with an earthquake is dependent upon the size of the earthquake and the geologic material of the underlying area. All future construction and development within the Project site would be required to comply with applicable provisions of the California Building Code (CBC) and the City's building regulations in effect at the time when building permit applications are submitted. Proper engineering design and construction in conformance with the CBC standards and Project-specific geotechnical recommendations (**Standard Condition GEO-1**) would ensure that seismic ground shaking would be **less than significant.** No mitigation is required.

Standard Condition: No mitigation is required; however, the following Standard Condition is a regulatory requirement that would be implemented to ensure impacts related to seismic activity remain less than significant.

Standard Condition GEO-1 Compliance with applicable California Building Code and Project-specific Geotechnical Recommendations. Prior to the approval of grading and/or building permits, the Applicant shall provide evidence to the City of Redlands for review and approval that on-site structures, features, and facilities have been designed and will be constructed in conformance with applicable provisions of the California Building Code in effect at the time of City review and the recommendations cited in the Project-specific Geotechnical and Infiltration Evaluation Report. This measure shall be implemented to the satisfaction of the Director of the City of Redlands

[27] Geotek, Inc. 2021a. *Geotechnical and Infiltration Evaluation Proposed 35-Lot Residential Development APN 167-041-01 Northeast of the Terminus of Texas Street Redlands, San Bernardino County, California,* July 30, 2021.

[28] Ibid.

Department of Development Services, Building and Safety Division, or designee.

Adherence to the measures identified in the Geotechnical and Infiltration Evaluation Report as well as the current CBC in effect at the time of City review and other requirements identified and required by the City, would ensure ground shaking hazards remain **less than significant.** No mitigation is required.

iii. Seismic-related ground failure, including liquefaction?

Less than Significant Impact

Discussion of Effects: Liquefaction is a phenomenon that occurs when strong seismic ground shaking causes soils to collapse from a sudden loss of cohesion and undergo a transformation from a solid to a liquefied state. There are three basic factors that must exist concurrently in order for liquefaction to occur:

- A source of ground shaking, such as an earthquake, capable of generating soil mass distortions;
- A relatively loose silty and/or sandy soil; and
- A relatively shallow groundwater table (within approximately 50 feet below ground surface) or completely saturated soil conditions that would allow positive pore pressure generation.

According to the Project-specific Geotechnical and Infiltration Evaluation Report (**Appendix E**), the Project site is within a low liquefaction susceptibility zone. The historic high groundwater depth of the Project site was determined to be 30 feet. The earth underlying the Project site consists of fill from the site's historical use as an agricultural orchard and younger alluvial fan deposits, which has a "very low" expansion potential. Based on the lack of shallow groundwater and general soil conditions at the Project site, the potential for liquefaction to occur is considered very low. Accordingly, the potential for liquefaction-induced lateral spreading and settlement is also considered to be very low. Secondary effects of seismic activity which may occur at the site include ground subsidence, ground lurching and lateral spreading. The probability of occurrence of each type of seismically induced ground failure is dependent on the severity of the earthquake, distance from the fault, topography of the site, subsoil and groundwater conditions at the site. According to the Project-specific Geotechnical and Infiltration Evaluation Report the potential for ground lurching, lateral spreading and similar seismic-related ground failure is considered very low. Through incorporation of **Standard Condition GEO-1**, impacts from seismically induced ground failure would be **less than significant,** and no mitigation is required.

iv. Landslides?

No Impact

Discussion of Effects: According to the Project-specific Geotechnical and Infiltration Evaluation Report, evidence of landslides and/or slope instabilities was not observed on the Project site. Due to the Project site's flat topography, the absence of significant nearby slopes or hills in the area planned for development, and the planned site grading in accordance with **Standard Condition GEO-1**, **no impacts** from landslides or slope instabilities at the Project site would occur. No mitigation is required.

b. Would the project result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact

Discussion of Effects: Construction at the Project site would disturb surface soils and make them susceptible to erosion from wind and water. In order to address the potential for erosion, the Project is required to implement Best Management Practices (BMPs) during the construction phase that would reduce erosion in accordance with National Pollutant Discharge Elimination System (NPDES) regulations. These BMPs would be selected as part of the Storm Water Pollution Prevention Plan (SWPPP), which is required to address erosion and discharge impacts associated with the proposed on-site grading.

The Project must also comply with the City's grading permit requirements, which would ensure that construction practices include measures to protect exposed soils such as limiting work to dry seasons, covering stockpiled soils, and use of straw bales and silt fences to minimize off-site sedimentation. In addition, the Project site would be covered with asphalt, concrete, and landscaping materials during operations; therefore, soil erosion would be none to minimal. Compliance with State and federal requirements, as well as with City grading permit requirements, would ensure that the proposed Project would have a **less than significant** impact related to soil erosion or loss of topsoil. No mitigation is required.

c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Less than Significant Impact

Discussion of Effects: According to the Geotechnical and Infiltration Evaluation Report, evidence of landslides and/or slope instabilities was not observed on the Project site. Due to the property's flat topography, the absence of significant nearby slopes or hills, and the planned site grading in accordance with **Standard Condition GEO-1**, **no impacts** from landslides or slope instabilities at the Project site would occur. No mitigation is required.

The Geotechnical and Infiltration Evaluation Report studied the groundwater level at the Project site and in the vicinity of the Project site and estimated the historic high groundwater depth at the Project site to be more than 80 feet below the existing ground surface. Therefore, groundwater is not anticipated to adversely affect the Project's proposed improvements. Based on the lack of shallow groundwater underlying the Project site, the potential for liquefaction to occur is considered very low. Accordingly, the potential for liquefaction-induced lateral spreading and settlement is also considered to be very low.

The earth underlying the Project site consists of fill from the site's historical use as an agricultural orchard and younger alluvial fan deposits. According to the Project-specific Geotechnical and Infiltration Evaluation Report, these near surface soils have a very low expansion potential and are not susceptible to soil liquefaction during an earthquake event. Through incorporation of **Standard Condition GEO-1**, impacts from subsidence and/or collapse would be **less than significant,** and no mitigation is required.

d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Less than Significant Impact

Discussion of Effects: As described above in the response to Threshold 3.7(c), the near surface soils on the Project site have a very low expansion potential and are not anticipated to pose a hazard for the proposed Project. Therefore, the Project's impacts would be **less than significant,** and no mitigation is required.

e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact

Discussion of Effects: The proposed Project would be connected to existing wastewater collection and conveyance facilities owned and operated by the City. Therefore, septic tanks would not be necessary. Because the proposed Project would not include the installation of septic tanks or alternative wastewater disposal systems, **no impact** would occur. No mitigation is required.

f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less than Significant with Mitigation Incorporated

Discussion of Effect: According to the City's General Plan EIR, paleontological resources, including fossils, have been found in the Redlands area, and there is potential for paleontological finds to occur in remaining, unexcavated open space areas within and adjacent to the City of Redlands. Paleontological resources are the fossil remains or traces of past life forms, including both vertebrate and invertebrate species, as well as plants. Vertebrate land mammal fossils have been discovered in parts of the City, including the fossils of a mammoth, ground sloth, camel, bison, horse, and deer. These resources are found in geologic strata conducive to their preservation, typically sedimentary formations. In the past, paleontological resources have been identified in the San Timoteo Canyon area.

The earth underlying the Project site consists of fill from the site's historical use as an agricultural orchard and younger alluvial fan deposits. Although the Project site is currently undeveloped, it was most likely subject to periodic ground disturbance associated with agricultural cultivation. In addition, the Project site is approximately 4.2 miles from San Timoteo Canyon, the nearest area of paleontological significance identified in the City's General Plan EIR. Therefore, it is unlikely that unique paleontological resources are present on the Project site.

No unique geologic features are present on the Project site and no unique geologic features would be destroyed, either directly or indirectly, as a result of the proposed Project's actions.

General Plan Objective OSC-7.1, Policy P3 requires the appropriate protection, evaluation, and recovery of any potential paleontological resource to a less than significant level. Although the Project site and surrounding area have been heavily disturbed due to past agricultural activities and no known paleontological resources are known to exist on site, because of the Citywide potential for paleontological conditions, unknown/undiscovered resources could be encountered during on-site grading or construction activities. **Mitigation Measure GEO-1** has been identified to reduce any paleontological resource impacts to a **less than significant** level.

Mitigation Measure GEO-1 Prior to commencement of any grading activity on the Project site, the Applicant shall retain a qualified paleontologist, subject to the review and approval of the Director of the City of Redlands Department of Development Services, Planning Division, or designee. The qualified paleontologist shall attend the pre-construction meeting and be on site during all rough grading and other significant ground-disturbing activities.

In the event that paleontological resources (e.g., fossils) are unearthed during grading, the paleontology monitor shall temporarily halt and/or divert grading activity to allow recovery of paleontological resources. The area of discovery shall be roped off with a 50-foot radius buffer. Once documentation and collection of the find is completed, the monitor shall remove the rope and allow grading to recommence in the area of the find. The paleontologist shall prepare a Paleontological Resources Impact Mitigation Program (PRIMP) for the proposed Project. The PRIMP shall be consistent with the guidelines of the Society of Vertebrate Paleontology (SVP).

With implementation of **Mitigation Measure GEO-1** impacts to paleontological resources would be **less than significant**.

3.8 GREENHOUSE GAS EMISSIONS

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

a. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact

Discussion of Effects: *State CEQA Guidelines Section 15064(b)* provides that the "determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data," and further states that an "ironclad definition of significant effect is not always possible because the significance of an activity may vary with the setting." Climate change is a global issue and is described in the context of the cumulative environment. Therefore, the Project is considered in the context of multiple sectors and the combined efforts of many industries, including development. The primary greenhouse gas (GHG) emissions generated by the Project would be carbon dioxide (CO_2). This analysis represents an estimate of the Project's GHG emissions through the quantification of CO_2 emissions using the CalEEMod results provided in **Appendix B**. The following Project activities were analyzed for their contribution to global CO_2 emissions.

To provide guidance to local lead agencies on determining significance for GHG emissions in their CEQA documents, the SCAQMD has convened a GHG CEQA Significance Threshold Working Group (Working Group). Based on the last Working Group meeting held in September 2010 (Meeting No. 15), the SCAQMD is proposing to adopt a tiered approach for evaluating GHG emissions for development projects where it is not the lead agency:

- **Tier 1: Exemptions.** If a project is exempt from CEQA, project-level and cumulative GHG emissions are less than significant.

- **Tier 2: Consistency with a Locally Adopted GHG Reduction Plan.** If the project complies with a climate action plan, GHG emissions reduction plan or mitigation program that avoids or substantially reduces GHG emissions in the project's geographic area (i.e., city or county), project-level and cumulative GHG emissions are less than significant.

- **Tier 3: Numerical Screening-Level Threshold.** If GHG emissions are less than the numerical screening-level threshold, project-level and cumulative GHG emissions are less than significant. For projects that are not exempt or where no qualifying GHG reduction plans are directly applicable, the SCAQMD requires an assessment of GHG emissions. The SCAQMD, under Option 1, is proposing a "bright-line"

screening-level threshold of 3,000 MT CO_2e/year for all land use types or, under Option 2, the following land-use-specific thresholds: 1,400 MT CO_2e for commercial projects, 3,500 MT CO_2e for residential projects, or 3,000 MT CO_2e for mixed-use projects. This bright-line threshold is based on a review of the OPR database of CEQA projects. Based on SCAQMD's review of 711 CEQA projects, 90 percent of CEQA projects would exceed the bright-line thresholds identified above. Therefore, projects that do not exceed the bright-line threshold would have a nominal and therefore less than cumulatively considerable impact related to GHG emissions.

- **Tier 4: Performance Standards.** If emissions exceed the numerical screening threshold, a more detailed review of the project's GHG emissions is warranted. The SCAQMD has proposed an efficiency target for projects that exceed the bright-line threshold. The current recommended approach is per capita efficiency targets.

For the purpose of this analysis, the proposed Project will be compared to the screening-level Tier 3 Numerical Screening Threshold of 3,000 MT CO_2e/yr for all land use types. The Project is also evaluated for compliance with the County of San Bernardino Greenhouse Gas Reduction Plan, the City of Redlands Climate Action Plan (CAP), the 2017 Scoping Plan, and the 2020–2045 RTP/SCS.

Construction and operation of the Project would generate GHG emissions. The following activities associated with the proposed Project could contribute directly or indirectly to the generation of GHG emissions:

- **Construction Activities:** During construction of the Project, GHGs would be emitted through the operation of construction equipment and from worker and vendor vehicles, which typically use fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs (e.g., CO_2, CH_4, and N_2O). Furthermore, CH_4 is emitted during the fueling of heavy equipment.

- **Motor Vehicle Use:** Transportation associated with the proposed Project would result in GHG emissions from the combustion of fossil fuels in daily automobile and truck trips.

- **Gas, Electricity, and Water Use:** Natural gas use results in the emission of two GHGs: CH_4 (the major component of natural gas) and CO_2 (from the combustion of natural gas). Electricity use can result in GHG production if the electricity is generated by combusting fossil fuel. California's water conveyance system is energy intensive. CalEEMod defaults were used to estimate these emissions from the Project.

- **Solid Waste Disposal:** Solid waste generated by the Project could contribute to GHG emissions in a variety of ways. Landfilling and other methods of disposal use energy for transporting and managing the waste and produce additional GHGs to varying degrees. Landfilling, the most common waste management practice, results in the release of CH_4 from the anaerobic decomposition of organic materials. CH_4 is 25 times more potent a GHG than CO_2. However, landfill CH_4 can also be a source of energy. In addition, many materials in landfills do not decompose fully and the carbon that remains is sequestered in the landfill and not released into the atmosphere. The proposed Project would implement the statewide goal of meeting the 75 percent recycling program on-site.[29]

[29] CalRecycle 2017. Website: https://www2.calrecycle.ca.gov/Publications/Details/1612 (accessed December 2022).

GHG emissions associated with Project construction would occur over the short term from construction activities and would consist primarily of emissions from equipment exhaust. Long-term regional emissions would also be associated with Project-related new vehicular trips and stationary-source emissions (e.g., natural gas used for heating and electricity usage for lighting). The calculations presented below includes construction emissions in terms of CO_2 and annual CO_2e GHG emissions from increased energy consumption, water usage, solid waste disposal, and estimated GHG emissions from vehicular traffic that would result from implementation of the proposed Project. The following Project activities were analyzed for their contribution to global CO_2e emissions.

Construction Emissions. Construction activities produce combustion emissions from various sources, such as site grading, utility engines, on-site heavy-duty construction vehicles, equipment hauling materials to and from the site, asphalt paving, and motor vehicles transporting the construction crew. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change. The construction GHG emission estimates were calculated using CalEEMod Version 2022.1, which indicates the Project's GHG emissions during the anticipated 13 months construction period between April 2024 and May 2025. As indicated in **Table K: Estimated Construction Greenhouse Gas Emissions**, project construction would result in total emissions of 606 MT of CO_2e, which would be amortized to 20.2 MT of CO_2e over 30 years.

Table K: Estimated Construction Greenhouse Gas Emissions

Construction Year	Greenhouse Gas Emissions, CO_2e (Metric Tons per Year)
2024	357.0
2025	249.0
Total Project Emissions	**606.0**
Total Construction Emissions Amortized over 30 years	**20.2**

Source: Compiled by LSA (December 2022).
Note: Numbers may appear to not sum correctly due to rounding.
CO_2e = carbon dioxide equivalent

Operational Emissions. The operational GHG emissions estimates were also calculated using CalEEMod. Activities such as natural gas, electricity, water use, solid waste disposal, and motor vehicle use are expected to contribute directly and/or indirectly to the generation of GHG emissions from operation of the proposed Project. **Table L: Estimated Operational Greenhouse Gas Emissions** details the new operational emissions associated with the proposed Project.

As discussed above, a Project would have less than significant GHG emissions if it would result in operations-related GHG emissions of less than 3,000 MT CO_2e per year. As indicated in **Table L,** the proposed Project would have approximately 509.9 MT CO_2e per year, which is below the SCAQMD threshold of 3,000 MT CO_2e per year. Therefore, impacts related to the generation of GHG emissions, either directly, indirectly or cumulatively, that may have a significant impact on the environment would be **less than significant**. No mitigation is required.

Table L: Estimated Operational Greenhouse Gas Emissions

Emissions Source	Operational Emissions (Metric Tons per Year)			
	CO_2	CH_4	N_2O	CO_2e
Project Area Sources	11.4	<0.1	<0.1	11.8
Project Energy Sources	122.0	<0.1	<0.1	123.0
Project Mobile Sources	337.0	<0.1	<0.1	343.0
Project Waste Sources	3.1	0.3	0.0	10.7
Project Water Sources	0.2	0.1	<0.1	1.2
Total Project Operational Emissions				489.7
Amortized Construction Emissions				20.2
Total Net Annual Emissions				509.9
SCAQMD Threshold				3,000
Exceed?				No

Source: Compiled by LSA (December 2022).

CH_4 = methane
CO_2 = carbon dioxide
CO_2e = carbon dioxide equivalent
N_2O = nitrous oxide
SCAQMD = South Coast Air Quality Management District

b. Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than Significant

Discussion of Effects: The proposed Project was analyzed for consistency with the City of Redlands CAP, the goals of the 2017 Scoping Plan, and the 2020–2045 RTP/SCS.

City of Redlands CAP. On December 5, 2017, the City of Redlands adopted a Climate Action Plan to focus on adaptive GHG measures that reduce emissions through standard practice measures and help prepare the City for the impacts of climate change. The City of Redlands Climate Action Plan (CAP)[30] is designed to reinforce the City's commitment to reducing greenhouse gas (GHG) emissions and demonstrate how the City will comply with State of California's GHG emission reduction standards. The CAP was prepared concurrently with the updated Redlands General Plan 2035, which includes strategies to reduce GHG emissions such as transit oriented and mixed-use development, integrated transportation and land use planning, promotion of bicycle and pedestrian movements, and parking and transportation demand management. To further reduce emissions outlined in the General Plan, the CAP adds several measures in areas such as photovoltaic systems, energy efficiency retrofits, facility commissioning, efficient lighting standards, and increased zero-emission vehicle (ZEV) travel. The following proposed GHG emission reduction strategies from the CAP are applicable to the proposed Project:

[30] Redlands, City of. 2017. *City of Redlands Climate Action Plan.* December. Website: Microsoft Word - Final_Redlands CAP_2017_011718_CR.docx (cityofredlands.org) (accessed December 2022).

- Promote installation of residential PV systems to increase solar capacity by 19.8 megawatts (MW) per year, or the equivalent of 15 percent of projected residential electricity supplied by Southern California Edison (SCE).

- Replace 50 percent of incandescent or halogen light bulbs in City facilities with LED or similarly efficient lighting.

- Adopt requirements for ZEV parking for new developments.

The proposed Project would be consistent with the CAP goal of increasing energy efficiency in new buildings by complying with the latest California Building Code (Title 24), including the latest CALGreen Code standards. Construction of the Project would also include a diversion of construction waste from landfills to recycling consistent with current local and State standards and CAP goals to increase diversion and reduction of waste. As such, the proposed Project would be consistent with applicable CAP goals.

San Bernardino County Regional Greenhouse Gas Reduction Plan. The City of Redlands was a participant in the San Bernardino County Regional Greenhouse Gas Reduction Plan, which identifies the County's vision and goals on reducing GHG emissions in cities, communities, and local government facilities. **Table M: Project Consistency with City of Redlands Greenhouse Gas Reduction Measures** below presents the proposed Project's compliance with applicable reduction measures evaluated for the City of Redlands, as identified in the San Bernardino County Regional Greenhouse Gas Reduction Plan.

Table M: Project Consistency with City of Redlands Greenhouse Gas Reduction Measures

Measure	Description	Project Consistency
On-Road		
Policies	• **8-P.10:** Demonstrate leadership by reducing the use of energy and fossil fuel consumption in municipal operations, including transportation, waste reduction, and recycling, and by promoting efficient building design and use. • **8-A.7:** Seek alternatives to reduce non-renewable energy consumption attributable to transportation within the Planning Area. Seek funding and other assistance from the South Coast Air Quality Management District (AQMD) for installation of electric vehicle charging stations at appropriate locations throughout the City. • **4-P.44**: Provide choices for travel options, including walking, biking, vehicular, and transit. • **4-P.52**: Encourage stops of larger trains (Metrolink) in stations that can adequately accommodate their size and have greater availability of and access to parking. • **4-P.41**: Foster a connected, accessible, and active community by creating attractively designed pedestrian- and transit-oriented villages with a mix of uses in a compact area. • **4-A.105:** Create an active and compact transit-oriented core with a mix of residential and commercial/office uses. Allow for the reuse of commercial sites as office centers. San Bernardino Council of Governments Reduction Profiles—Redlands San Bernardino County Regional Greenhouse Gas Reduction Plan 3-156 March 2021 ICF λ	***Consistent.*** The proposed Project would include 35 single family homes and the construction of active open space, and three public streets. In addition, a 10-foot wide bike path would be provided along eastern and northern areas of the Project site.

Table M: Project Consistency with City of Redlands Greenhouse Gas Reduction Measures

Measure	Description	Project Consistency
	4-A.101: Implement bicycle route improvements that provide intra-City and regional connections, connecting to Loma Linda, the City of San Bernardino, and north to the Santa Ana River Trail. • **4-A.100**: Provide streetscape improvements along the major corridors of California Street and Redlands Boulevard to enhance comfort and safety for all modes of travel. • **4-A.116**: Implement bicycle route improvements that provide strong east-west connections to other Transit Villages as well as north-south connections to improve access to existing neighborhoods to the north. Routes would include the Orange Blossom Trail, the Lugonia Trail on New York Street, and a route along Texas Street. • **8-P.9:** Undertake initiatives to enhance sustainability by reducing the community's GHG emissions.	
Off Road		
Policies	• **8-P.9:** Undertake initiatives to enhance sustainability by reducing the community's GHG emissions.	***Consistent.*** The proposed Project would comply with the CALGreen Code regarding water conservation and green building standards.
Solid Waste Management		
Policies	• **8-P.10:** Demonstrate leadership by reducing the use of energy and fossil fuel consumption in municipal operations, including transportation, waste reduction, and recycling, and by promoting efficient building design and use. • **8-A.42:** Adopt a construction and demolition waste recycling ordinance that requires, except in unusual circumstances, all construction, demolition and renovation projects that meet a certain size or dollar value to divert from landfills 100 percent of all cement concrete and asphalt concrete, and an average of at least 75 percent of all remaining non-hazardous debris	***Consistent.*** The proposed Project would be consistent with County Solid Waste and State requirements for waste reduction.
Wastewater Treatment		
Policies	• **8-A.29:** Reduce consumption of carbon-based fuels for conveyance and treatment of water and wastewater. • **8-A.27**: Seek funding sources to implement renewable energy sources determined to be feasible for water and wastewater operations.	***Consistent.*** The proposed Project would comply with the CALGreen Code regarding water conservation and green building standards.

Source: Compiled by LSA (December 2022).
Note: The City would be responsible for implementing those policies related to building energy and water conveyance; therefore, they do not apply to the Project.
CALGreen Code = California Green Building Standards Code
GHG = greenhouse gas
sq ft = square feet

Scoping Plan. EO B-30-15 added the immediate target of reducing GHG emissions to 40 percent below 1990 levels by 2030. CARB released a second update to the Scoping Plan, the 2017 Scoping Plan, to reflect the 2030 target set by EO B-30-15 and codified by Senate Bill 32 (SB 32). SB 32 affirms the importance of addressing climate change by codifying into statute the GHG emissions reductions target of at least 40

percent below 1990 levels by 2030 contained in EO B-30-15. SB 32 builds on Assembly Bill 32 (AB 32) and keeps the State on the path toward achieving its 2050 objective of reducing emissions to 80 percent below 1990 levels. The companion bill to SB 32, AB 197, provides additional direction to the CARB related to the adoption of strategies to reduce GHG emissions. Additional direction in AB 197 intended to provide easier public access to air emissions data that are collected by CARB was posted in December 2016.

In addition, the 2022 Scoping Plan Update assesses progress toward the statutory 2030 target, while laying out a path to achieving carbon neutrality no later than 2045. The 2022 Scoping Plan Update focuses on outcomes needed to achieve carbon neutrality by assessing paths for clean technology, energy deployment, natural and working lands, and others, and is designed to meet the State's long-term climate objectives and support a range of economic, environmental, energy security, environmental justice, and public health priorities.

The Scoping Plan contains GHG reduction measures that work towards reducing GHG emissions, consistent with the targets set EO B-30-15 and codified by SB 32 and AB 197. The measures applicable to the proposed Project include energy efficiency measures, water conservation and efficiency measures, and transportation and motor vehicle measures, as discussed below.

Energy efficient measures are intended to maximize energy efficiency building and appliance standards, pursue additional efficiency efforts including new technologies and new policy and implementation mechanisms, and pursue comparable investment in energy efficiency from all retail providers of electricity in California. In addition, these measures are designed to expand the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings. The proposed Project would be required to comply with the latest Title 24 standards of the CCR, established by the CEC, regarding energy conservation and green building standards.

Water conservation and efficiency measures are intended to continue efficiency programs and use cleaner energy sources to move and treat water. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions. As noted above, the proposed Project would be required to comply with the latest Title 24 standards of the CCR, which includes a variety of different measures, including reduction of wastewater and water use. Therefore, the proposed Project would not conflict with any of the water conservation and efficiency measures.

The goal of transportation and motor vehicle measures is to develop regional GHG emissions reduction targets for passenger vehicles. The second phase of Pavley standards will reduce GHG emissions from new cars by 34 percent from 2016 levels by 2025, resulting in a 3 percent decrease in average vehicle emissions for all vehicles by 2020. Vehicles traveling to the Project site would comply with the Pavley II (LEV III) Advanced Clean Cars Program. Therefore, the proposed Project would not conflict with the identified transportation and motor vehicle measures.

2020–2045 RTP/SCS. SCAG's RTP/SCS identifies that land use strategies that focus on new housing and job growth in areas served by high quality transit and other opportunity areas would be consistent with a land use development pattern that supports and complements the proposed transportation network. The core vision in the 2020–2045 RTP/SCS is to better manage the existing transportation system through design management strategies, integrate land use decisions and technological advancements, create complete streets that are safe to all roadway users, preserve the transportation system, and expand transit and foster development in transit-oriented communities. The 2020–2045 RTP/SCS contains

transportation projects to help more efficiently distribute population, housing, and employment growth, as well as forecast development that is generally consistent with regional-level general plan data. The forecasted development pattern, when integrated with the financially constrained transportation investments identified in the 2020–2045 RTP/SCS, would reach the regional target of reducing GHG emissions from autos and light-duty trucks by 19 percent by 2035 (compared to 2005 levels). The 2020–2045 RTP/SCS does not require that local general plans, specific plans, or zoning be consistent with the 2020–2045 RTP/SCS, but provides incentives for consistency for governments and developers.

Implementing SCAG's RTP/SCS will greatly reduce the regional GHG emissions from transportation, helping to achieve statewide emissions reduction targets. As stated above, the proposed Project would be consistent with the City's General Plan land use designation for the Project site; therefore, the proposed Project is already reflected in SCAG's RTP/SCS and would not interfere with SCAG's ability to achieve the region's GHG reduction target of 19 percent below 2005 per capita emissions levels by 2035. Furthermore, the proposed Project is not regionally significant per *State CEQA Guidelines* Section 15206 and as such, it would not conflict with the SCAG RTP/SCS targets since those targets were established and are applicable on a regional level.

Based on the nature of the proposed Project, it is anticipated that implementation of the proposed Project would not interfere with SCAG's ability to implement the regional strategies outlined in the RTP/SCS.

The proposed Project would be determined to have a less than significant individual and cumulative impact related to GHG emissions. Therefore, the proposed Project would not generate GHG emissions that would have a significant impact on the environment, nor would the Project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. Associated impacts would be **less than significant,** and no mitigation is required.

3.9 HAZARDS AND HAZARDOUS MATERIALS

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g. Expose people or structures, directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.	☐	☐	☒	☐

The following hazards and hazardous materials analysis was obtained from the *Phase I and Limited Phase II Environmental Site Assessment* (*ESA*) (**Appendix F: Phase I and Limited Phase II Environmental Site Assessment**) prepared by Geotek, Inc. on July 23, 2021 (Geotek 2021b).

a. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant Impact

Discussion of Effects: Construction of the Project has the potential to create a hazard to the public or environment through the routine transportation, use, and disposal of construction-related hazardous materials such as fuels, soils, solvents, and other materials. These materials are typical of materials delivered to construction sites. The United States Department of Transportation regulates the transport of hazardous materials and waste in connection with construction of the Project and would require carriers to register with the Department of Toxic Substances Control (DTSC).

Occupation of the proposed residential uses is expected to utilize relatively small amounts of hazardous materials, such as chemicals associated with fuel for landscape maintenance equipment, solvents, cleaning products, pesticides/fertilizers, and other similar chemicals. These materials are substantially similar to household chemicals and solvents already in general and wide use throughout the City and in the vicinity of the Project site. Compliance with all applicable federal, State, and local regulations would ensure the Project would have a **less than significant impact** to the public or environment from the routine transportation, use, and disposal of hazardous materials. No mitigation is required.

b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than Significant Impact

Discussion of Effects: *Phase I and Limited Phase II Environmental Site Assessment* (*ESA*) (**Appendix F**) was prepared for the Project site in accordance with the standards and procedures outlined in the American Society for Testing and Materials E 1527-13, as applicable. The Project site and a one-mile radius encompassing the Project site were evaluated via the State Water Resources Control Board (SWRCB) GeoTracker database, the Department of Toxic Substances Control's (DTSC) EnviroStor database, and the Hazardous Waste and Substances Sites (Cortese) list for the purposes of identifying recognized environmental conditions or historical recognized environmental conditions.

"Recognized environmental condition" means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. The term is not intended to include *de minimis* conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not recognized environmental conditions. "Historical Recognized environmental condition" means an environmental condition which in the past would have been considered a *recognized environmental condition*, but which may or may not be considered a *recognized environmental condition* currently. If a past release of any *hazardous substances or petroleum products* has occurred in connection with the property, with such remediation accepted by the responsible regulatory agency (for example, as evidenced by the issuance of a case closed letter or equivalent), this condition shall be considered a *historical recognized environmental condition*.

Based on historic records, the Project site was utilized for agriculture between 1930 and 2002 and has remained vacant from 2006 to present day. The surrounding properties have historically been utilized for agriculture and residential uses from 1930 to present day. No evidence was identified indicating improper storage, disposal, or application of hazardous materials, and a review of available aerial photographs did not show improvements such as hangars, tanks, or large barns that would indicate significant storage, formulation, and handling of hazardous materials.

Due to the Project site's historical agricultural uses, GeoTek collected and analyzed near-surface soil samples for organo-chlorine pesticides (OCP) and arsenic. None of the samples from the Project site contained levels of OCP or arsenic that exceed accepted screening levels for residential applications. Therefore, the risk of existing chemicals on-site due to historic agricultural use and the need for cleanup is considered low at the Project site. Based on this information, there is no evidence of recognized environmental conditions in connection with previous uses at the Project site.

Two properties with historical recognized environmental conditions were identified within one mile of the Project site, as detailed in **Table N: Historical Recognized Environmental Conditions Near the Project Site.**

Table N: Historical Recognized Environmental Conditions Near the Project Site

Property	Historical Recognized Environmental Condition	Location Relative to the Project Site	Cleanup Status
Redlands Shooting Park	Removal-only site	Adjacent northeast, cross-gradient of Project site.	No site assessment work needed.
New High School No. 3 (Citrus Valley High School)	Lead-based paint	0.25 mile south-southwest of Project site.	No further action as of April 19, 2007.

Source: *Phase I and Limited Phase II Environmental Site Assessment*. Pages 14 and 15. (Geotek, Inc. 2021b).

Each of the sites listed in **Table N** have been granted environmental closure regarding potential contaminants of concern or appropriate cleanup activities. There are no active cases in the area that could potentially impact the Project site.

A review of the Hazardous Waste and Substances Sites (Cortese) List revealed one active federal superfund site, the Newmark Groundwater Contamination site. The site is an 8 square-mile area of groundwater contamination in the Bunker Hill Groundwater Basin in the City of San Bernardino. The site is defined by two contaminant plumes, the Newmark plume and the Muscoy plume. Remediation measures to inhibit migration of groundwater contamination into clean portions of the aquifer and limit the flow of additional contamination (groundwater extraction and treatment at the leading edge of the plume) are ongoing and are functioning as intended under federal, State, and municipal actions. Given that the Project site is located hydrogeologically up-gradient of the Newmark plume, the remedial actions have been in effect since 1998 and continue to be monitored frequently by federal, State, and local officials, shallow groundwater is not present beneath the Project site, and the fact that the Project would receive potable water from the City's water system rather than groundwater wells, the Project site's proximity to the Newmark Groundwater Contamination site does not represent an environmental concern to the Project. Therefore, there are no Cortese listings that could potentially impact the Project site.

None of the properties identified in the GeoTracker database, EnviroStor database, or the Cortese List occurs on the Project site or has any activities or materials that would represent a significant risk to public health or safety (e.g., on-site storage, leaking tanks, approaching groundwater contamination plume) on the Project site. The Project site does not currently contain any recognized environmental conditions or historical recognized environmental conditions, nor is it subject to vapor migration from any on-site or off-site sources. Therefore, impacts would be **less than significant**, and no mitigation measures would be required.

c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than Significant Impact

Discussion of Effects: The nearest school facility in proximity to the Project site is Citrus Valley High School located at 800 West Pioneer Avenue in Redlands, approximately 0.2 mile to the southwest. The City works with the Redlands Unified School District (RUSD) concerning the design of roads and other public improvements in and around school sites, and is responsible for fire, police, and public safety concerns involving all facilities within the City, including both public and private schools.

For the purposes of this analysis, it is assumed the proposed Project would not handle substances that may be acutely hazardous. However, the handling of hazardous materials or emission of hazardous substances, if present, would be in accordance with the 2015 Redlands Hazard Mitigation Plan.

The Project site has been historically occupied by a citrus orchard. As part of the *Phase I and Limited Phase II ESA* prepared for the proposed Project, soil sampling was conducted to determine the levels of hazardous materials within the soil associated with the past agricultural use. The soil sampling indicated low levels of pesticides and arsenic within the on-site soils; however, the amounts were below residential screening levels. Based on these levels, construction activities associated with the proposed Project (i.e., grading, soil removal, etc.) would not release hazardous materials above threshold levels into the environment. As concluded by the *Phase I and Limited Phase II ESA* the historical usage of the Project site as citrus orchard is not considered an REC in connection with the Project site. The Project site did not show up on a list of hazardous materials sites pursuant to regulatory agencies databases that were researched.

The Project site does not currently contain any recognized environmental conditions or historical recognized environmental conditions, nor is it subject to vapor migration from any on-site or off-site sources. Overall, the proposed Project would not generate hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. Impacts would be **less than significant,** and no mitigation measures would be required.

d. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact

Discussion of Effects: Pursuant to Government Code Section 65962.5, the Hazardous Waste and Substances Sites List has been compiled by the California Environmental Protection Agency Hazardous

Materials Data Management Program. The DTSC compiles information from subsets of the following databases to make up the Cortese List:

1. The DTSC list of contaminated or potentially contaminated hazardous waste sites listed in the California Sites database, formerly known as ASPIS, is included;

The California State Water Resources Control Board listing of leaking underground storage tanks is included; and

The California Integrated Waste Management Board list of sanitary landfills that have evidence of groundwater contamination or known migration of hazardous materials (formerly WB-LF, now AB 3750).

None of the historical RECs identified in **Table N** occurs on the Project site or includes any activities or materials that would represent a significant hazard to the public or environment at the Project site. Therefore, **no impact** related to the Cortese List or other governmental databases would occur. No mitigation is required.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No Impact

Discussion of Effects: The Project site is located approximately 1.5 mile southeast of San Bernardino International Airport and approximately 2 miles west of Redlands Municipal Airport. The Project site is located outside the Airport Compatibility Zones of San Bernardino International Airport and Redlands Municipal Airport.[31] **No impacts** related to the Project's vicinity to a public airport would occur. No mitigation is required.

f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less than Significant Impact

Discussion of Effects: The proposed Project includes the design, construction, and maintenance of new homes, roadways, utilities, and park space in accordance with applicable standards associated with vehicular access, resulting in the provision of adequate emergency access and evacuation. Construction activities associated with the proposed Project would include improvements to Texas Street (i.e., intersections with proposed Streets A, B, C, and Texas Street extension). Such improvements are not expected to result in road closures; however, temporary lane closures may be required to complete construction activities. As a condition of Project approval, the Applicant would be required to provide lane closure requirements to the City and local emergency service responders in advance of such closures. The proposed Project would develop four access points onto the site from Texas Street. The design of the proposed Project would be reviewed by the City's Fire and Police Departments prior to the issuance of building permits. Adherence to the emergency access measures required by the City would ensure a **less**

[31] *City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, SCH #2016081041.* Figure 3.7-2 (Airport Hazards). City of Redlands. July 21, 2017.

than significant impact related to implementation of or physical interference with an adopted emergency response plan or emergency evacuation plan. No mitigation is required.

g. Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires.

Less than Significant Impact

Discussion of Effects: The Project site is located in a Local Responsibility Area (LRA), but not located within a Very High Fire Hazard Severity Zone (VHFHSZ) according to CAL FIRE mapping.[32] The General Plan EIR, Figure 3.7-3, indicates that the Project site is located in an area designated as a Moderate Fire Level Threat.[33] Areas of High and Very High Fire Threat Level lands are located approximately 0.5 mile northeast of the Project site across the Santa Ana River wash.[34] Given the sparse vegetation cover within the Santa Ana River wash and the distance between the Project site and the areas of elevated fire hazard, the potential for the Project to expose people or structures to significant risks involving wildland fires is relatively low. Nevertheless, the proposed Project will be designed in accordance with current California Fire Code Standards, which include requirements for internal road widths, access points to the Project site, and construction fire suppression techniques. The Project would provide public access to the top of the bluff above the Santa Ana River wash via sidewalks and a bike trail. The sidewalks and bike trail on the northern end of the Project site are anticipated to attract additional users as other land in the northern part of the City is developed and other segments of the Santa Ana River Trail are completed. Although the attraction of additional pedestrians and cyclists to the Project's open space areas could raise the potential for accidental fire ignitions that could result in a wildland fire, it should be noted that a number of local regulations have been adopted by the City to reduce the threat of such ignitions. As described in Chapter 12.54 of the City's Municipal Code, smoking is prohibited within all public parks in the City. Chapter 12.44 of the City's Municipal Code prohibits the carry or discharge of firearms, firecrackers, rockets, or other types of explosives within City parks and also does not allow cooking at City parks, except at areas specifically designated for such purpose. Lastly, Chapter 12.46 of the Municipal Code makes it unlawful to start an open fire on public or private property accessible to the public except in an appropriate containment device provided or approved for that purpose by the City's fire marshal and building official. Proper enforcement of these existing regulations will ensure that implementation of the proposed Project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires. Impacts would be **less then significant,** and no mitigation is required.

[32] CAL FIRE. Fire Hazard Severity Zones Maps. City of Redlands Map. Website: https://osfm.fire.ca.gov/media/5949/redlands.pdf (accessed December 13, 2022).

[33] City of Redlands. July 21, 2017. Revised Draft Environmental Impact Report for the Redlands General Plan Update and Climate Action Plan. Chapter 3.7: Hazards and Hazardous Materials. Page 3.7-23. Website: https://www.cityofredlands.org/sites/main/files/file-attachments/redlands_deir_compiled_lo_071917_0.pdf?1554321669 (accessed December 13, 2022).

[34] City of Redlands, Revised Draft Environmental Impact Report for the Redlands General Plan Update and Climate Action Plan, Chapter 3.7: Hazards and Hazardous Materials, Figure 3.7-3: Fire Hazards and Fire Safety Services.

3.10 HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☒	☐
b. Substantially decrease groundwater supplies or interfere with groundwater recharge such that the project may impede substantial groundwater management of the basin?	☐	☐	☒	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner, which would:				
i. Result in substantial erosion or siltation on or off site?	☐	☐	☒	☐
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site?	☐	☐	☒	☐
iii. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
iv. Impede or redirect flood flows?	☐	☐	☒	☐
d. Result in flood hazard, tsunami, or seiche zones, or risk release of pollutants due to project inundation?	☐	☐	☐	☒
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

The information and analysis in this section, prepared by Huitt-Zollars, Inc. (Huitt-Zollars), are based on the *Preliminary Drainage Report for Tentative Tract No. 20520,* September 13, 2022 (Huitt-Zollars 2022a), and the *Preliminary Water Quality Management Plan*, December 19, 2022 (Huitt-Zollars 2022b). These reports are provided in **Appendices G-1 and G-2** of this IS/MND, respectively.

a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

Less than Significant Impact

Discussion of Effects: Pollutants of concern during construction include sediment, trash, petroleum products, concrete waste (dry and wet), sanitary waste, and chemicals. Each of these pollutants on its own or in combination with other pollutants can have a detrimental effect on water quality. During construction activities, excavated soil would be exposed, and there would be an increased potential for soil erosion and sedimentation compared to existing conditions. In addition, chemicals, liquid products, petroleum products (e.g., paints, solvents, and fuels), and concrete-related waste may be spilled or leaked during construction. Any of these pollutants have the potential to be transported via storm water runoff into receiving waters (i.e., Santa Ana River and the Pacific Ocean).

During construction, the total disturbed soil area would be approximately 11.68 acres. Because Project construction would disturb greater than 1 acre of soil, the Project would be subject to the requirements of the State Water Resources Control Board's (SWRCB) National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ, NPDES No. CAS000002) (Construction General Permit), which was adopted on September 8, 2022 and will become effective on September 1, 2023. The Project would also be required to comply with the City of Redlands Municipal Code Chapter 13.54. Chapter 13.54 prohibits land disturbance or construction activities without first obtaining coverage under the State Construction General Permit, development of a Storm Water Pollution Prevention Plan (SWPPP), and implementation of Best Management Practices (BMPs) to ensure that construction practices include measures to address pollutant discharge into storm drains. As specified in **Regulatory Compliance Measures HYD-1 and HYD-2** and as required by the Construction General Permit and City Municipal Code, the Construction Contractor would be required to prepare a SWPPP and implement construction BMPs detailed in the SWPPP during construction activities. Construction BMPs would include, but not be limited to, erosion and sediment control (designed to minimize erosion and retain sediment on site), and good housekeeping practices to prevent spills, leaks, and discharge of construction debris and waste into receiving waters.

According to the Geotechnical and Infiltration Evaluation Report prepared for the Project on July 30, 2021, by GeoTek, Inc., no groundwater was encountered to the maximum depth drilled of 51.5 feet below the existing ground surface and historic high groundwater depth is in excess of 80 feet below existing grade. Given the depth to groundwater, it is unlikely that excavation activities would have the potential to encounter groundwater. Therefore, groundwater dewatering is not anticipated to be required during construction activities.

With implementation of **Regulatory Compliance Measures HYD-1 and HYD-2**, including preparation and implementation of a SWPPP and construction BMPs, impacts associated with the violation of water quality standards or waste discharge requirements during project construction would be less than significant, and no mitigation is required.

During operation, anticipated pollutants of concern associated with the proposed project include pathogens (bacterial/virus), nutrients (phosphorous and nitrogen), sediments, metals, oil and grease, trash and debris, pesticides and herbicides, and organic compounds. The City of Redlands is a co-permittee under Santa Ana Regional Water Quality Control Board's (RWQCB) National Pollutant Discharge

Elimination System (NPDES) Permit Waste Discharge Requirements for the San Bernardino County Flood Control District, the County of San Bernardino, and the Incorporated Cities of San Bernardino County Within the Santa Ana Region Area-Wide Urban Stormwater Runoff Management Program (Order No. R8-2010-0036, NPDES No. CAS618036) (San Bernardino County MS4 Permit).

The San Bernardino County MS4 Permit requires the preparation of project-specific WQMPs for priority projects. The proposed Project is considered a priority project because it involves the development of more than 10,000 square feet of impervious surface and because it includes more than 5,000 square feet of parking lots that would be exposed to stormwater runoff. As specified in **Regulatory Compliance Measure HYD-3** and as required by the San Bernardino County MS4 Permit, the Project would prepare a Final WQMP. The Final WQMP would specify the Site Design, Source Control, Low Impact Development (LID), and Treatment Control BMPs that would be implemented to capture, treat, and reduce pollutants of concern in storm water runoff. Site Design BMPs are storm water management strategies that emphasize conservation and use of existing site features to reduce the amount of runoff and pollutant loading generated from a site. Source Control BMPs are preventative measures that are implemented to prevent the introduction of pollutants into storm water. LID BMPs mimic a project site's natural hydrology by using design measures that capture, filter, store, evaporate, detain, and infiltrate runoff rather than allowing runoff to flow directly to piped or impervious storm drains. Treatment Control BMPs are structural BMPs designed to treat and reduce pollutants in storm water runoff prior to releasing it to receiving waters.

A Preliminary WQMP has been prepared for the Project that details the following operational BMPs that would be implemented to reduce impacts to water quality from operation of the Project:

1. **Site Design BMPs** include minimizing impervious surface areas, maximizing natural infiltration capacity, disconnecting impervious surface areas, re-vegetating disturbed areas, minimizing soil compaction during construction, and preserving existing on-site drainage patterns.

2. **Non-Structural Source Control BMPs** include education of property owners regarding potential impacts to downstream water quality; activity restrictions; irrigation system and landscape management; BMP maintenance; compliance with City of Redlands stormwater ordinance (Chapter 13.54 of the City's Municipal Code); litter and debris control program; employee training on stormwater BMPs; catch basin inspection and cleanout program; and compliance with applicable NPDES permits.

3. **Structural Source Control BMPs** include storm drain signage and stenciling; trash and waste storage areas that are designed and constructed to reduce pollution introduction, efficient irrigation systems and landscape design; and protection of slopes and channels.

4. **LID BMPs** include a catch basin inlet and infiltration/water quality basin. The proposed water quality basin would store and infiltrate the entire Design Capture Volume (DCV) for the Project site in accordance with the County of San Bernardino's technical guidance for WQMPs. The DCV is the volume of stormwater runoff that must be captured and treated by stormwater BMPs.

As specified in **Regulatory Compliance Measure HYD-3**, a Final WQMP would be prepared in compliance with the San Bernardino County MS4 Permit prior to or during final design, which would ensure that the Project design would adequately target pollutants of concern in runoff from the Project site.

Infiltration of stormwater could have the potential to affect groundwater quality. The Project includes site design, source control, and LID BMPs to reduce pollutants of concern in storm water prior to infiltration. Furthermore, when storm water is infiltrated, soil and plants absorb and filter pollutants and reduce the potential for pollutants of concern to reach groundwater.

With implementation of **Regulatory Compliance Measure HYD-3**, which requires adherence to the County of San Bernardino MS4 Permit, including preparation of a Final WQMP to address pollutants of concern in storm water runoff, Project impacts associated with the violation of water quality standards or waste discharge requirements would be **less than significant**, and no mitigation is required.

Regulatory Compliance Measures. No mitigation is required; however, the following Regulatory Compliance Measures would be implemented to ensure that impacts related to water quality standards or waste discharge requirements would be **less than significant**.

Regulatory Compliance Measure HYD-1 **Construction General Permit.** Prior to issuance of a grading permit, the Applicant shall obtain coverage under the State Water Resources Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ, NPDES No. CAS000002) (Construction General Permit). This shall include submission of Permit Registration Documents (PRDs), including a Notice of Intent for coverage under the permit to the SWRCB via the Stormwater Multiple Application and Report Tracking System (SMARTS). The Applicant shall provide the Waste Discharge Identification Number (WDID) to the Director of the City of Redlands Department of Municipal Utilities and Engineering, or designee, to demonstrate proof of coverage under the Construction General Permit. Project construction shall not be initiated until a WDID is received from the SWRCB and is provided to the City, or designee. A Stormwater Pollution Prevention Plan (SWPPP) shall be prepared and implemented for the proposed Project in compliance with the requirements of the Construction General Permit. The SWPPP shall identify construction Best Management Practices (BMPs) to be implemented to ensure that the potential for soil erosion and sedimentation is minimized and to control the discharge of pollutants in storm water runoff as a result of construction activities. Upon completion of construction and stabilization of the site, a Notice of Termination shall be submitted via SMARTS.

Regulatory Compliance Measure HYD-2 Prior to the commencement of any land disturbing activities, the Applicant shall obtain coverage under the Construction General Permit and develop a Stormwater Pollution

	Prevention Plan to the City for review and approval that incorporates Best Management Practices to protect water quality during construction activities pursuant to Section 13.54 of the City Municipal Code.
Regulatory Compliance Measure HYD-3	Prior to issuance of a grading permit, the Applicant shall submit a Final Water Quality Management Plan (Final WQMP) to the Director of the City of Redlands Department of Development Services review and approval in compliance with the requirements of the Santa Ana RWQCB's NPDES Permit Waste Discharge Requirements for the San Bernardino County Flood Control District, the County of San Bernardino, and the Incorporated Cities of San Bernardino County Within the Santa Ana Region Area-Wide Urban Stormwater Runoff Management Program (Order No. R8-2010-0036, NPDES No. CAS618036) (San Bernardino County MS4 Permit). The Final WQMP shall specify the BMPs to be incorporated into the Project design to target pollutants of concern in storm water runoff from the Project site and the necessary operation and maintenance activity for each BMP. The City shall ensure that the BMPs specified in the Final WQMP are incorporated into the final Project design. The proposed BMPs specified in the Final WQMP shall be incorporated into the grading and development plans submitted to the City for review and approval. Project occupancy and operation shall be in accordance with the schedule outlined in the WQMP.

Compliance with all applicable federal, State, and local laws regulating surface and groundwater quality, as well as implementation of **Regulatory Compliance Measures HYD-1, HYD-2**, and **HYD-3**, the Project as designed would result in a **less than significant impact** associated with water quality standards and/or waste discharge, and no mitigation is required.

b. Substantially deplete groundwater supplies or interfere with groundwater recharge such that may impede substantial groundwater management of the basin?

Less than Significant Impact

Discussion of Effects: According to the Geotechnical and Infiltration Evaluation Report prepared for the Project, no groundwater was encountered to an exploration depth of 51.5 feet below the existing ground surface and historic high groundwater depth is in excess of 80 feet below existing grade. Based on depth to groundwater, groundwater dewatering activities are not anticipated during project construction. Furthermore, according to the project-specific *Preliminary Water Quality Management Plan,* soil compaction would be minimized during construction, which would promote natural infiltration during construction activities. Therefore, construction impacts related to a decrease in groundwater supplies or interference with groundwater recharge in a manner that may impede sustainable groundwater management would be **less than significant**, and no mitigation is required.

The proposed Project would increase the impervious surface are coverage of the Project site by approximately 4.3 acres. The Project site is 14.69 acres but includes approximately 3.13 acres that are within the Santa Ana River, so only 11.56 acres of the Project site are developable. The increase in impervious surface would decrease on site infiltration, which would interfere with groundwater recharge. However, the decrease in on-site infiltration will be offset by implementation of the proposed LID BMPs, including an infiltration basin, which would direct 100 percent of storm water from impervious surfaces into curbs and gutters, then into a catch basin, and then into an infiltration basin to infiltrate on site.

The Project site is located in Upper Santa Ana Valley Groundwater Basin. As discussed in Response 3.10(e) below, the Upper Santa Ana Valley Groundwater Basin is identified by the Department of Water Resources as a low priority basin and therefore is not required to prepare a Groundwater Sustainability Plan. While groundwater provides the City with approximately 70 percent of its water supply, the City has sufficient supplies to meet current and future development consistent with its General Plan through the year 2035.[35] Since the proposed Project is consistent with the City's General Plan, the proposed Project's water demand would not deplete groundwater supplies.

Therefore, development of the proposed Project would not deplete groundwater supplies or interfere with groundwater recharge such that the Project may impede sustainable groundwater management. Impacts associated with groundwater supply and recharge are **less than significant,** and no mitigation is required.

c. **Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces in a manner which would:**

i. Result in substantial erosion or siltation on or off site?

Less than Significant Impact

Discussion of Effect: During construction activities, soil would be exposed and disturbed, drainage patterns would be temporarily altered during grading and other construction activities, and there would be an increased potential for soil erosion and siltation compared to existing conditions. Additionally, during a storm event, soil erosion and siltation could occur at an accelerated rate. As discussed above in Response 3.10(a) and as specified in **Regulatory Compliance Measures HYD-1 and HYD-2**, the Applicant would be required to obtain coverage under the Construction General Permit, which requires preparation of a SWPPP. The SWPPP would detail Erosion Control and Sediment Control BMPs to be implemented during construction to minimize erosion and retain sediment on site. With compliance with the requirements of the Construction General Permit and with implementation of the construction BMPs, construction impacts related to on-site and off-site erosion or siltation would be **less than significant**, and no mitigation is required.

Currently, the entirety of the Project site is undeveloped. The proposed Project would retain the existing drainage patterns, with storm water sheet flowing north across the Project site and discharging to the Santa Ana River in two locations—north of Texas Street in the northwest corner of the Project site and north of Israel Beal Park in the northeast corner of the Project site. Implementation of the proposed Project would increase the amount of impervious surface area on the Project site by approximately 4.3 acres. An increase in impervious surface area increases the rate and volume of runoff during a storm,

[35] Ibid. Pages 3-15 through 3-17.

which can more effectively transport sediments to receiving waters. The 4.3 acres of impervious surface areas on the Project site would not be prone to on-site erosion or siltation because there would be no exposed soil. The remaining approximately 7.3 acres of pervious surfaces on the Project site would be landscaped with vegetation that would stabilize the soil and promote infiltration, thereby minimizing on-site erosion and siltation. Furthermore, the Project would be required to implement **Regulatory Compliance Measure HYD-3**, which requires the preparation of a Final WQMP, in compliance with the San Bernardino County MS4 permit, and the implementation of Site Design, Source Control, and LID BMPs that minimize stormwater runoff and increase infiltration.

With implementation of **Regulatory Compliance Measures HYD-1** and **HYD-2**, which require the Project to obtain coverage under the Construction General Permit and implement erosion and sediment control BMPs during construction, and **Regulatory Compliance Measure HYD-2**, which requires the preparation and implementation of a Final WQMP to capture, treat, and reduce pollutants of concern in storm water runoff, operational impacts related to on-site or off-site erosion or siltation would be **less than significant,** and no mitigation is required.

ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site?

iv. Impede or redirect flood flows?

Less than Significant Impact

Discussion of Effect: According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map No. 06071C8704H (August 28, 2008)[36], the Project site is not within a 100-year floodplain. The northern portion of the Project site is mapped within Zone X, which is an area characterized by FEMA as having a 0.2 percent annual chance of flooding. In addition, the City's General Plan EIR identifies this area as a Reduced Risk Area due to the existence of a levee.[37]

As discussed above in Response 3.10(a), Project construction would comply with the requirements of the Construction General Permit and the City of Redlands Municipal Code. Furthermore, the Applicant would be required to prepare and implement a SWPPP (**Regulatory Compliance Measures HYD-1 and HYD-2**). The SWPPP would specify construction BMPs to control and direct on-site surface runoff to ensure that Project construction does not increase the rate or amount of surface runoff or impede or redirect flood flows in manner that would result in on-site or off-site flooding. With implementation of a SWPPP and associated BMPs (**Regulatory Compliance Measure HYD-1**), construction impacts related to a substantial increase in the rate or amount of surface runoff or impeding or redirecting flood flows in a manner that would result in on-site or off-site flooding would be **less than significant**, and no mitigation is required.

As stated in Response 3.10(c)(i) above, development of the Project would result in a total impervious surface area of 4.3 acres, which would increase stormwater runoff and could potentially result in flooding. However, as discussed above, the Project site is not within a 100-year floodplain and therefore would not impede or redirect flood flows. Additionally, the proposed infiltration basin has been designed to store and infiltrate the DCV consistent with the requirements of the San Bernardino County MS4 permit (**Regulatory Compliance Measure HYD-3**) to ensure that post-development stormwater runoff does not

[36] Federal Emergency Management Agency. August 28, 2008. National Flood Insurance Program, Flood Insurance Rate Map, City of Redlands, California. Panel Number 06071C8704H.

[37] City of Redlands. *General Plan 2035 EIR*, Chapter 3.9, Figure 3.9-2: Flood Hazards.

exceed stormwater runoff in the existing condition. Implementation of the proposed drainage system, which has been designed in compliance with the requirements of the San Bernardino County MS4 permit (**Regulatory Compliance Measure HYD-3**), would ensure that operational activities would not result in a substantial increase in the rate or amount of surface runoff in a manner that would result in on- or off-site flooding or impede or redirect flood flows, and impacts would be **less than significant**. No mitigation is required.

iii. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

Less than Significant Impact

Discussion of Effect: As discussed above in Response 3.10(a), Project construction would comply with the requirements of the Construction General Permit and the City of Redlands's Municipal Code. The Applicant would also be required to prepare and implement a SWPPP (**Regulatory Compliance Measures HYD-1 and HYD-2**). The SWPPP would specify construction BMPs to control and direct on-site surface runoff to ensure that storm water runoff from the construction site does not exceed the capacity of the stormwater drainage system and does not discharge polluted runoff during construction activities. With implementation of **Regulatory Compliance Measures HYD-1 and HYD-2**, construction impacts related to exceeding the capacity of the storm water drainage system or additional polluted runoff would be **less than significant**, and no mitigation is required.

In the existing condition, the Project site is undeveloped and there is no existing stormwater infrastructure. Stormwater runoff on the Project site sheet flows from south to north and discharges into the Santa Ana River in two locations. A majority of the Project site (10.27 acres) discharges into the Santa Ana River north of Texas Street. The remaining runoff from the eastern portion of the Project site (0.84 acre) flows through a CDFW swale and into the Santa Ana River north of Israel Beal Park.

The proposed Project would increase the impervious surface area by 4.3 acres compared to existing conditions, which would increase stormwater runoff from the Project site. The proposed Project would include the construction of on-site storm drain facilities, including curbs and gutters, an inlet, a catch basin, and an infiltration basin to collect, detain and infiltrate stormwater runoff from the majority of the Project site that drains north and west. The proposed infiltration basin would have a total storage volume of approximately 53,500 cubic feet (cf), which would fully retain the required Design Capture Volume (DCV) of 19,009 cf. Stormwater runoff in the eastern portion of the Project site., which would remain undeveloped, would continue to flow through a CDFW swale and into the Santa Ana River north of Israel Beal Park. As discussed in Response 3.10(a), the proposed Project would implement operational BMPs to reduce pollutants of concern in stormwater runoff in compliance with the County of San Bernardino MS4 permit (**Regulatory Compliance Measure HYD-3**).

With implementation of **Regulatory Compliance Measures HYD-1 through HYD-3**, operational impacts related to the creation or contribution of storm water runoff that would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff would be **less than significant**, and no mitigation is required.

d. Result in flood hazard, tsunami, or seiche zones, or risk release of pollutants due to project inundation?

No Impact.

Discussion of Effect: As discussed in Response 3.10(c)(ii) above, the Project site is not within a 100-year flood zone; therefore, there is no risk of pollutants from the Project site due to Project inundation.

The Project site is approximately 52 miles northeast of the Pacific Ocean, and the Santa Ana Mountains are between the Project site and the Pacific Ocean. Based on the distance from the Pacific Ocean and the presence of an intervening mountain range, the Project site would not be susceptible to inundation from a tsunami.

Seiches are oscillations in enclosed bodies of water that are caused by a number of factors, most often wind or seismic activity. The nearest major water feature is Lake Perris, which is located approximately 15 miles south of the Project site.[38] Given the distance of large standing bodies of water from the Project site, there is no risk of a release of pollutants from the Project site due to seiche-related flooding. Based on the fact that the Project site is not located within a 100-year flood zone and is located a substantial distance from the Pacific Ocean and closed bodies of water, implementation of the Project would not result in a flood hazard, tsunami, or seiche risking release of pollutants due to Project site inundation. **No impacts** would occur, and no mitigation is required.

e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than Significant Impact

Discussion of Effect: The Project site is within the jurisdiction of the Santa Ana RWQCB. The Santa Ana RWQCB adopted a Water Quality Control Plan (i.e., Basin Plan) (January 1995, updated June 2019) that designates beneficial uses for all surface and groundwater within its jurisdiction and establishes the water quality objectives and standards necessary to protect those beneficial uses. The proposed Project would comply with the Construction General Permit and the existing San Bernardino County MS4 Permit, which requires preparation of a SWPPP, preparation of a Final WQMP, and implementation of construction and operational BMPs to reduce pollutants of concern in storm water runoff. Therefore, the proposed Project would not result in water quality impacts that would conflict with the Santa Ana RWQCB Basin Plan. Impacts related to a conflict with or obstruction of the implementation of a water quality control plan would be **less than significant,** and no mitigation is required.

The Sustainable Groundwater Management Act (SGMA) was enacted in September 2014. SGMA requires governments and water agencies located within high- and medium-priority groundwater basins to halt overdraft of the basins. SGMA requires the formation of local Groundwater Sustainability Agencies (GSAs), which are required to adopt Groundwater Sustainability Plans (GSPs) to manage the sustainability of the groundwater basins. The Project site is located within the Upper Santa Ana Valley Groundwater Basin. The

[38] It should be noted that the Seven Oaks Reservoir is 5.6 miles east of the Project site. The Seven Oaks Reservoir is considered a dry reservoir that serves mainly for flood protection to Orange, Riverside, and San Bernardino Counties. The reservoir is also used to impound water for groundwater recharge. If the Seven Oaks Reservoir was filled with enough water to experience a seiche during an earthquake, floodwaters would follow the Santa Ana River Wash, north of the Project site.

Upper Santa Ana Valley Groundwater Basin is identified by the Department of Water Resources as a very low priority basin; therefore, development of a GSP or an approved GSP alternative is not required.[39]

As discussed previously, due to the depth to groundwater, it is not expected that any storm water that may infiltrate during construction would affect groundwater quality because the groundwater table is deep, and pollutants would be filtered prior to reaching groundwater. In addition, the proposed Project would be required to implement operational BMPs to treat storm water before it could reach groundwater. Although the proposed Project would increase impervious surface area by approximately 4.3 acres, which would decrease on-site infiltration, the proposed Project would collect and infiltrate 100 percent of the stormwater flow from the impervious areas on the Project site. Therefore, the proposed Project would not substantially decrease on-site infiltration and groundwater recharge when compared to existing conditions. Therefore, the proposed Project would not conflict with or obstruct the implementation of a water quality control plan or sustainable groundwater management plan, and impacts would be **less than significant**. No mitigation is required.

[39] California Department of Water Resources. 2016. Groundwater Exchange. Website: https://groundwaterexchange.org/basin/upper-santa-ana-valley-3/ (accessed January 18, 2023).

3.11 LAND USE AND PLANNING

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Physically divide an established community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

a. Would the project physically divide an established community?

No Impact

Discussion of Effects: The Project site is located on the northern end of an established neighborhood within the City of Redlands. The Project site is bordered by the Santa Ana River to the north, a public park to the east, a shooting range to the northeast, fallow agricultural land and Texas Street to the west, and existing single-family residential uses to the south. The proposed Project includes the development of 35 single-family residential homes, the extension and widening of Texas Street to the northern end of the Project site, the construction of three public streets that would end in cul-de-sacs, a water quality basin, a recreation lawn, and a play area. The Project would also construct an extension of the Santa Ana River Trail through the northern portion of the Project site. The Project would include a total of approximately 5.9 acres of open space available for use by on-site residents, with portions publicly accessible. The proposed Project uses are consistent with the surrounding land uses, which are primarily residential, so the proposed Project would integrate uniformly with the established residential uses surrounding the Project site.

The proposed Project would be served by existing public streets (Texas Street) and other infrastructure. The proposed Project would develop the site with 35 detached single-family residential homes, which would result in a proposed density of 2.38 dwelling units per gross acre.[40] The City's General Plan currently designates the Project site and the residential land uses to the south as *Very Low Density Residential*, which allows for the development of detached single-family dwellings at densities up to 2.7 dwelling units per acre (du/ac) on slopes of up to 15 percent and 0.4 du/ac on slopes between 15–30 percent. The Project's proposed density is consistent with the General Plan designation for the Project site and with the density of the surrounding residential neighborhoods. As such, the proposed Project can be seen as an extension of the existing residential neighborhood to the south. The proposed Project would not physically divide an established community, but rather extend an established community. **No impact** would occur, and no mitigation is required.

[40] 14.69 acres/35 residential units

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than Significant Impact

Discussion of Effects: The Project site's zoning designation is A-1 Agricultural District. The purpose of the A-1 zone is to provide for the proper utilization of such lands best suited for agricultural purposes, and to prevent the encroachment of incompatible uses. Under this zoning designation, single-family residences are allowed; however, no more than two dwelling units are allowed on each parcel of five acres or more. Only one dwelling unit per lot is permitted on parcels that are less than five acres in area, provided that the lot contains dimensions and an area equivalent to the closest single-family residential zone.[41] Although it appears the proposed density of 2.38 du/ac is inconsistent with the allowable density for the A-1 zoning, Senate Bill 330 (SB 330) allows residential densities supported by the General Plan without a zone change. As described above in the response to Threshold 3.11(a), the Project's proposed density (2.38 du/ac) would not exceed the density limit of Very Low Density Residential established in the General Plan (2.7 du/ac).

Pursuant to SB 330, the Project's proposed density of 2.38 du/ac would be allowable on the Project site as it is consistent with the density allowed in the General Plan land use designation. As such, the proposed Project would not conflict with any land use plan, policy, or regulation adopted by the City. As detailed throughout this Initial Study, all impacts to the environment resulting from the proposed Project are subject to applicable mitigation and local, State and/or federal regulations, which would reduce those impacts to **less than significant** levels. Therefore, impacts related to conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the General Plan, Specific Plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect are **less than significant**. No mitigation is required.

[41] City of Redlands Municipal Code. Section 18.20.030. Urban residential or UR zone.

3.12 MINERAL RESOURCES

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☒	☐
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☒	☐

a. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Less than Significant Impact

Discussion of Effects: Minerals are any naturally occurring chemical element or compound, or groups of elements and compounds, formed from inorganic processes and organic substances including, but not limited to, coal, peat and oil bearing rock, but excluding geothermal resources, natural gas and petroleum. Rock, sand, gravel and earth are also considered minerals by the Department of Conservation when extracted by surface mining operations. According to the *Redlands General Plan EIR* [42], the Project site is located within Mineral Resource Zone-2 (MRZ-2) where geologic data indicate that significant plain cement concrete (PCC)-grade aggregate resources are present. The Project site is also located in an aggregate resource sector designated by the State Mining and Geology Board (1987) as containing regionally significant PCC-grade aggregate resources. According to the City's General Plan EIR, the majority of the City's aggregate resources are concentrated along the Santa Ana River wash. In light of this, the City has adopted the Upper Santa Ana Wash Land Management and Habitat Conservation Plan, which accommodates the relocation and expansion of aggregate mining quarries, to help ensure long-term availability of high quality aggregate reserves located within the Santa Ana River Wash Planning Area for local and regional use. The Project site is outside the boundaries of the Upper Santa Ana Wash Land Management and Habitat Conservation Plan and not within an area designated for aggregate mining by the City, and access to the aggregate resources along the Santa Ana River wash would not be affected by proposed Project actions.

Any construction activities, such as grading or soil excavation, would not be at a depth where unknown mineral resources may be inadvertently discovered. Therefore, the development of the proposed Project would not result in the loss of available mineral resources. Therefore, development of the proposed Project would have less than significant impacts related to the availability of mineral resources. No mitigation is required.

[42] *City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Final, SCH #2016081041.* Figure 3.11-1 (Mineral Resources). City of Redlands. July 21, 2017.

b. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Less Than Significant Impact

Discussion of Effect: Please refer to the response to Threshold 3.11(a). **Less than significant impacts** related to locally important mineral resources would occur. No mitigation is required.

3.13 NOISE

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b. Result in generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c. For a project located within the vicinity of a private airstrip or airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

The discussion and analysis provided here describes the potential short-term construction noise and vibration impacts associated with the proposed Project, as well as long-term operational noise and vibration impacts. Supporting data, including short- and long-term noise level measurement survey sheets, the specific assumptions used in the noise analysis, and model printouts, are provided in **Appendix H.**

Characteristics of Sound

Sound is increasing in the environment and can affect quality of life. Noise is usually defined as unwanted sound. Noise consists of any sound that may produce physiological or psychological damage and/or interfere with communication, work, rest, recreation, and sleep.

To the human ear, sound has two significant characteristics: pitch and loudness. Pitch is generally an annoyance, while loudness can affect the ability to hear. Pitch is the number of complete vibrations (or cycles per second) of a wave, resulting in the tone's range from high to low. Loudness is the strength of a sound and describes a noisy or quiet environment; it is measured by the amplitude of the sound wave. Loudness is determined by the intensity of the sound waves combined with the reception characteristics of the human ear. Sound intensity refers to how hard the sound wave strikes an object, which in turn produces the sound's effect. This characteristic of sound can be precisely measured with instruments. The analysis of a project defines the noise environment of the project area in terms of sound intensity and its effect on adjacent sensitive land uses.

Measurement of Sound. Sound intensity is measured through the A-weighted scale to correct for the relative frequency response of the human ear. That is, an A-weighted noise level de-emphasizes low and very high frequencies of sound similar to the human ear's de-emphasis of these frequencies. Unlike units of measurement that use a linear scale (e.g., inches or pounds), decibels use a scale based on powers of 10.

For example, 10 decibels (dB) is 10 times more intense than 0 dB, 20 dB is 100 times more intense than 0 dB, and 30 dB is 1,000 times more intense than 0 dB. Thirty decibels (30 dB) represents 1,000 times as much acoustic energy as 0 dB. The decibel scale increases as the square of the change, representing the sound-pressure energy. A sound as soft as human breathing is about 10 times greater than 0 dB. The decibel system of measuring sound gives a rough connection between the physical intensity of sound and its perceived loudness to the human ear. A 10 dB increase in sound level is perceived by the human ear as only a doubling of the loudness of the sound. Ambient sounds generally range from 30 A-weighted decibels (dBA) (very quiet) to 100 dBA (very loud).

Sound levels are generated from a source, and their decibel level decreases as the distance from that source increases. Sound dissipates exponentially with distance from the noise source. For a single point source, sound levels decrease approximately 6 dB for each doubling of distance from the source. This drop-off rate is appropriate for noise generated by stationary equipment. If noise is produced by a line source, such as highway traffic or railroad operations, the sound decreases 3 dB for each doubling of distance in a hard site environment. Line source noise in a relatively flat environment with absorptive vegetation decreases 4.5 dB for each doubling of distance.

There are many ways to rate noise for various time periods, but an appropriate rating of ambient noise affecting humans also accounts for the annoying effects of sound. The equivalent continuous sound level (L_{eq}) is the total sound energy of time-varying noise over a sample period. However, the predominant rating scales for human communities in California are L_{eq} and the Community Noise Equivalent Level (CNEL) or the day-night average noise level (L_{dn}) based on dBA. CNEL is the time-varying noise over a 24-hour period, with a 5 dBA weighting factor applied to the hourly L_{eq} for noises occurring from 7:00 p.m. to 10:00 p.m. (defined as relaxation hours) and a 10 dBA weighting factor applied to noise occurring from 10:00 p.m. to 7:00 a.m. (defined as sleeping hours). L_{dn} is similar to the CNEL scale but without the adjustment for events occurring during relaxation hours. CNEL and L_{dn} are within 1 dBA of each other and are normally interchangeable. The noise adjustments are added to the noise events occurring during the more sensitive hours.

Other noise rating scales of importance, when assessing the annoyance factor, include the maximum instantaneous noise level (L_{max}), which is the highest exponential time-averaged sound level that occurs during a stated time period. The noise environments discussed in this analysis are specified in terms of L_{max} for short-term noise impacts. L_{max} reflects peak operating conditions and addresses the annoying aspects of intermittent noise.

Another noise scale often used together with L_{max} in noise ordinances for enforcement purposes is noise standards in terms of percentile noise levels. For example, the L_{10} noise level represents the noise level exceeded 10 percent of the time during a stated period. The L_{50} noise level represents the median noise level. Half of the time the noise level exceeds this level, and half of the time it is less than this level. The L_{90} noise level represents the noise level exceeded 90 percent of the time and is considered the background noise level during a monitoring period. For a relatively constant noise source, L_{eq} and L_{50} are approximately the same.

Noise impacts can be described in three categories. The first category, audible impacts, refers to increases in noise levels noticeable to humans. Audible increases in noise levels generally involve a change of 3 dB or greater because that level has been found to be barely perceptible in exterior environments. The second category, potentially audible impacts, refers to a change in the noise level between 1 and 3 dB. This range of noise levels has been found to be noticeable only in laboratory environments. The last category involves changes in noise levels of less than 1 dB, which are inaudible to the human ear. Only audible changes in existing ambient or background noise levels are considered potentially significant.

Physiological Effects of Noise. Physical damage to human hearing begins at prolonged exposure to noise levels higher than 85 dBA. Exposure to high noise levels affects the entire system, with prolonged noise exposure in excess of 75 dBA increasing body tensions and thereby affecting blood pressure and functions of the heart and the nervous system. In comparison, extended periods of noise exposure above 90 dBA would result in permanent cell damage. When the noise level reaches 120 dBA, a tickling sensation occurs in the human ear, even with short-term exposure. This level of noise is called the threshold of feeling. As the sound reaches 140 dBA, the tickling sensation is replaced by the feeling of pain in the ear. This is called the threshold of pain. A sound level of 160 to 165 dBA will potentially result in dizziness or loss of equilibrium. The ambient or background noise problem is widespread and generally more concentrated in urban areas than in outlying, less-developed areas.

Table O: Definitions of Acoustical Terms and **Table P: Common Sound Levels and Their Noise Sources** follow.

Fundamentals of Ground-borne Vibration. Vibration refers to ground-borne noise and perceptible motion. Ground-borne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors, where the motion may be discernible, but without the effects associated with the shaking of a building there is less adverse reaction. Vibration energy propagates from a source through intervening soil and rock layers to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Building vibration may be perceived by occupants as the motion of building surfaces, the rattling of items sitting on shelves or hanging on walls, or a low-frequency rumbling noise. The rumbling noise is caused by the vibration of walls, floors, and ceilings that radiate sound waves. Although the perceptibility threshold is approximately 65 vibration velocity decibels (VdB), human response to vibration is not usually substantial unless the vibration exceeds 70 VdB. A vibration level that causes annoyance is well below the damage risk threshold for typical buildings.

Typical sources of ground-borne vibration are construction activities (e.g., blasting, pile driving, and operating heavy-duty earthmoving equipment), steel-wheeled trains, and occasional traffic on rough roads. Problems with both ground-borne vibration and noise from these sources are usually localized to areas within approximately 100 feet from the vibration source, although there are examples of ground-borne vibration causing interference out to distances greater than 200 feet.[43] When roadways are smooth, vibration from traffic, even heavy trucks, is rarely perceptible. It is assumed for most projects that the roadway surface will be smooth enough that ground-borne vibration from street traffic will not exceed

[43] Federal Transit Administration (FTA). 2018. *Transit Noise and Vibration Impact Assessment Manual*. FTA Report No. 0123. September. Website: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf (accessed December 2022).

Table O: Definitions of Acoustical Terms

Term	Definition
Decibel, dB	A unit of noise level that denotes the ratio between two quantities that are proportional to power; the number of decibels is 10 times the logarithm (to the base 10) of this ratio.
Frequency, Hz	Of a function periodic in time, the number of times that the quantity repeats itself in 1 second (i.e., number of cycles per second).
A-Weighted Sound Level, dBA	The sound level obtained by use of A-weighting. The A-weighting filter de-emphasizes the very low- and very high-frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise. (All sound levels in this report are A-weighted unless reported otherwise.)
L_2, L_8, L_{50}, L_{90}	The fast A-weighted noise levels that are equaled or exceeded by a fluctuating sound level 2 percent, 8 percent, 50 percent, and 90 percent of a stated time period.
Equivalent Continuous Noise Level, L_{eq}	The level of a steady sound that, in a stated time period and at a stated location, has the same A-weighted sound energy as the time-varying sound.
Community Noise Equivalent Level, CNEL	The 24-hour A-weighted average sound level from midnight to midnight, obtained after the addition of 5 dB to sound levels occurring in the evening from 7:00 p.m. to 10:00 p.m. and after the addition of 10 dB to sound levels occurring in the night between 10:00 p.m. and 7:00 a.m.
Day/Night Noise Level, L_{dn}	The 24-hour A-weighted average sound level from midnight to midnight, obtained after the addition of 10 dB to sound levels occurring in the night between 10:00 p.m. and 7:00 a.m.
L_{max}, L_{min}	The maximum and minimum A-weighted sound levels measured on a sound level meter during a designated time interval using fast-time averaging.
Ambient Noise Level	The all-encompassing noise associated with a given environment at a specified time; usually a composite of sound from many sources from many directions, near and far; no particular sound is dominant.
Intrusive	The noise that intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends on its amplitude, duration, frequency, time of occurrence, and tonal or informational content, as well as the prevailing ambient noise level.

Source: *Handbook of Acoustical Measurements and Noise Control* (Harris 1991).

Table P: Common Sound Levels and Their Noise Sources

Noise Source	A-Weighted Sound Level in Decibels	Noise Environments	Subjective Evaluations
Near Jet Engine	140	Deafening	128 times as loud
Civil Defense Siren	130	Threshold of Pain	64 times as loud
Hard Rock Band	120	Threshold of Feeling	32 times as loud
Accelerating Motorcycle a Few Feet Away	110	Very Loud	16 times as loud
Pile Driver; Noisy Urban Street/Heavy City Traffic	100	Very Loud	8 times as loud
Ambulance Siren; Food Blender	95	Very Loud	—
Garbage Disposal	90	Very Loud	4 times as loud
Freight Cars; Living Room Music	85	Loud	—
Pneumatic Drill; Vacuum Cleaner	80	Loud	2 times as loud
Busy Restaurant	75	Moderately Loud	—
Near-Freeway Auto Traffic	70	Moderately Loud	Reference Level
Average Office	60	Quiet	½ as loud
Suburban Street	55	Quiet	—
Light Traffic; Soft Radio Music in Apartment	50	Quiet	¼ as loud
Large Transformer	45	Quiet	—
Average Residence without Stereo Playing	40	Faint	⅛ as loud
Soft Whisper	30	Faint	—
Rustling Leaves	20	Very Faint	—
Human Breathing	10	Very Faint	Threshold of Hearing
—	0	Very Faint	—

Source: Compiled by LSA (2004).

the impact criteria; however, construction of the Project could result in ground-borne vibration that may be perceptible and annoying. Ground-borne vibration has the potential to disturb people and damage buildings. Although it is very rare for most types of construction to cause even cosmetic building damage due to ground-borne vibration, it is not uncommon for certain construction processes (e.g., blasting and pile driving) to cause vibration of sufficient amplitudes to damage nearby buildings (FTA 2018). Ground-borne vibration is usually measured in terms of vibration velocity, either the root-mean-square (RMS) velocity or peak particle velocity (PPV). The RMS velocity is best for characterizing human response to building vibration, and PPV is used to characterize potential for damage. Decibel notation acts to compress the range of numbers required to describe vibration. The vibration velocity level in decibels is defined as the following:

$$L_v = 20 \log_{10} [V/V_{ref}]$$

where "L_v" is the vibration velocity in decibels (VdB), "V" is the RMS velocity amplitude, and "V_{ref}" is the reference velocity amplitude, or 1 x 10-6 inches/second (in/sec) used in the United States.

Regulatory Settings

Federal Guidelines

Federal Transit Administration. Vibration standards included in the FTA *Transit Noise and Vibration Impact Assessment Manual*[44] were used in this analysis because the City of Redlands does not have construction vibration damage criteria. **Table Q: Construction Vibration Damage Criteria** provides the criteria for assessing the potential vibration building damage associated with construction activities.

Table Q: Construction Vibration Damage Criteria

Building Category	PPV (in/sec)	Approximate L_V (VdB)[1]
Reinforced concrete, steel, or timber (no plaster)	0.50	102
Engineered concrete and masonry (no plaster)	0.30	98
Non-engineered timber and masonry buildings	0.20	94
Buildings extremely susceptible to vibration damage	0.12	90

Source: *Transit Noise and Vibration Impact Assessment Manual* (FTA 2018).
[1] RMS vibration velocity in decibels (VdB) re 1 µin/sec.
µin/sec = microinches per second
FTA = Federal Transit Administration
in/sec = inch/inches per second
L_V = velocity in decibels
PPV = peak particle velocity
RMS = root-mean-square
VdB = vibration velocity decibels

Local Regulations

City of Redlands General Plan Noise Element. The City of Redlands lists policies to meet the City's noise-related goals and has established a noise land use compatibility matrix shown in **Table R: Noise/Land Use Compatibility Matrix and Interpretation** to assess the compatibility of proposed land uses along with interior and exterior noise standards for specific land uses shown in **Table S: Interior and Exterior Noise Standards**. The following are the applicable City policies.

[44] Federal Transit Administration (FTA). 2018. *Transit Noise and Vibration Impact Assessment Manual*. FTA Report No. 0123. September. Website: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf (accessed December 2022).

Policy 9.0e Use the criteria specified in Table 7-10 (**Table R**) to assess the compatibility of proposed land uses with the projected noise environment, and apply the noise standards in Table 7-11 (**Table S**), which prescribe interior and exterior noise standards in relation to specific land uses. Do not approve projects that would not comply with the standards in Table 7-11 (**Table S**).

Policy 9.0v Consider the following impacts as possibly "significant":

- An increase in exposure of four or more dB if the resulting noise level would exceed that described as clearly compatible for the affected land use, as established in Table 7-10 (**Table R**) and Table 7-11 (**Table S**);
- Any increase of 6 dB or more, due to the potential for adverse community response.

Policy 9.0w Limit hours for all construction or demolition work where site-related noise is audible beyond the site boundary.

Table R: Noise/Land Use Compatibility Matrix and Interpretation

Land Use Categories		Community Noise Equivalent Level (CNEL)						
Categories	**Uses**	**<**	**60**	**65**	**70**	**75**	**80**	**85**	**>**
RESIDENTIAL	Single Family, Duplex Multiple Family	A	C	C	C	D	D	D
RESIDENTIAL	Mobile Homes	A	C	C	C	D	D	D
COMMERCIAL Regional, District	Hotel, Motel, Transient Lodging	A	A	B	B	C	C	D
COMMERCIAL Regional, Village District, Special	Commercial Retail, Bank, Restaurant, Movie Theater	A	A	A	A	B	B	C
COMMERCIAL INDUSTRIAL INSTITUTIONAL	Office Building, Research & Dev., Professional Offices, City Office Building	A	A	A	B	B	C	D
COMMERCIAL Recreation INSTITUTIONAL Civic Center	Amphitheater, Concert Hall, Auditorium, Meeting Hall	B	B	C	C	D	D	D
COMMERCIAL Recreation	Childrens Amusement Park, Miniature Golf Course, Go-cart Track, Equestrian Center, Sports Club	A	A	A	A	B	B	B
COMMERCIAL General, Special INDUSTRIAL, INSTITUTIONAL	Automobile Service Station, Auto Dealership, Manufacturing, Warehousing, Wholesale, Utilities	A	A	A	A	B	B	B
INSTITUTIONAL General	Hospital, Church, Library, Schools Classroom	A	A	B	C	C	D	D
OPEN SPACE	Parks	A	A	A	B	C	D	D
OPEN SPACE	Golf Course, Cemeteries, Nature Centers, Wildlife Reserves, Wildlife Habitat	A	A	A	A	B	C	C
AGRICULTURE	Agriculture	A	A	A	A	A	A	A

Zone A CLEARLY COMPATIBLE	Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction without any special noise insulation requirements.
ZONE B NORMALLY COMPATIBLE	New construction or development should be undertaken only after detailed analysis of the noise reduction requirements are made and needed noise insulation features in the design are determined. Conventional construction, with closed windows and fresh air supply systems or air conditioning, will normally suffice.
ZONE C NORMALLY INCOMPATIBLE	New construction or development should generally be discouraged. If new construction or development does proceed, a detailed analysis of noise reduction requirements must be made and needed noise insulation features included in the design.
ZONE D CLEARLY INCOMPATIBLE	New construction or development should generally not be undertaken.

Source: City of Redlands General Plan Noise Element, Table 7-10 (December 2017).

Table S: Interior and Exterior Noise Standards

	Community Noise Equivalent Level (CNEL) Energy Average	
Land Use Categories	**Interior[1]**	**Exterior[2]**
Residential		
Single Family, Duplex, Multiple Family	45[3]	60
Mobile Home	---	60[4]
Commercial, Industrial, Institutional		
Hotel, Motel, Transit Lodging	45	65[3]
Commercial Retail, Bank, Restaurant	50	---
Office Building, Research & Development, Professional Offices, City Office Building	50	---
Amphitheater, Concert Hall, Auditorium, Meeting Hall	45	---
Gymnasium (Multipurpose)	50	---
Sports Club	55	---
Manufacturing, Warehousing, Wholesale, Utilities	60	---
Movie Theaters	45	---
Institutional		
Hospitals, Schools classrooms	45	60
Open Space		
Parks	---	60

Source: City of Redlands General Plan Noise Element, Table 7-11 (December 2017).

1 Indoor environment excludes bathrooms, toilets, closest, corridors.

2 Outdoor environment limited to private yard of single family as measured at property line; multifamily private patio or balcony that is served by means of exist from inside; mobile home park; hospital patio; park picnic area; school playground; hotel and recreational area.

3 Noise level requirement with open window, if they are used to meet natural ventilation requirements.

4 Exterior noise levels should be such that interior noise levels will not exceed 45 CNEL.

5 Expect those areas affected by aircraft noise.

City of Redlands Municipal Code. Section 8.06.070 of the City's Municipal Code outlines the exterior noise standards for stationary noise sources and are shown below in **Table T: Maximum Permissible Exterior Sound Levels by Receiving Land Use**.

Section 8.06.090(F) of the City's Municipal Code prohibits the operation or causing the operation of any tools or equipment used in construction, drilling, repair, alteration or demolition work between weekday hours of 6:00 p.m. and 7:00 a.m., including Saturdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial real property line, except for emergency work by public service utilities, the City or another governmental entity. All mobile or stationary internal combustion engine powered equipment or machinery shall be equipped with exhaust and air intake silencers in proper working order, or suitable to meet the standards set forth herein.

Table T: Maximum Permissible Exterior Sound Levels by Receiving Land Use

		Noise Level (dBA)					
Receiving Land Use Category	**Time Period**	**Noise Standard**	**L_{50}[1]**	**L_{25}[2]**	**L_8[3]**	**L_2[4]**	**L_{max}[5]**
Single-family residential districts	10:00 p.m. to 7:00 a.m.	50	50	55	60	65	70
	7:00 a.m. to 10:00 p.m.	60	60	65	70	75	80
Multifamily residential districts; Public space; institutional	10:00 p.m. to 7:00 a.m.	50	50	55	60	65	70
	7:00 a.m. to 10:00 p.m.	60	60	65	70	75	80
Commercial	10:00 p.m. to 7:00 a.m.	60	60	65	70	75	80
	7:00 a.m. to 10:00 p.m.	65	65	70	75	80	85
Industrial	Any time	75	--	--	--	--	--

Source: City of Redlands. Municipal Code, Section 8.06.070 (Exterior Noise Limits).

Note: If the measured ambient level exceeds the allowable noise exposure standard within any of the first 4 noise limit categories above, the allowable noise exposure standard shall be adjusted in 5 dBA increments in each category as appropriate to encompass or reflect said ambient noise level. In the event the ambient noise level exceeds the 5th noise limit category, the maximum allowable noise level under this category shall be increased to reflect the maximum ambient noise level. The ambient noise shall be measured at the same location along the property line with the alleged offending noise source inoperative. If the alleged offending noise source cannot be shut down, the ambient noise shall be estimated by performing a measurement in the same general area of the source but at a sufficient distance that the noise from the source is at least 10 dBA below the ambient in order that only the ambient level be measured. If the difference between the ambient and the noise source is 5 to 10 dBA, then the level of the ambient itself can be reasonably determined by subtracting a one decibel correction to account for the contribution of the source. In the event the alleged offensive noise contains a steady, audible tone such as a whine, screech, hum, or is a repetitive noise such as hammering or riveting, or contains music or speech conveying informational content, the standard limits shall be reduced by 5 dBA.

[1] The noise standard for a cumulative period of more than 30 minutes in any hour.
[2] The noise standard plus 5 dBA for a cumulative period of more than 15 minutes in any hour.
[3] The noise standard plus 10 dBA for a cumulative period of more than 5 minutes in any hour.
[4] The noise standard plus 15 dBA for a cumulative period of more than 1 minute in any hour.
[5] The noise plus 20 dBA or the maximum measured ambient level for any period of time.

dBA = A-weighted decibels
L_{eq} = Equivalent continuous sound level

Section 8.06.090(G) of the City's Municipal Code prohibits the operation or permitting the operation of any device that creates a vibration which is above the vibration perception threshold of an individual at or beyond the property boundary of the source if on private property or at 150 feet from the source if on a public space or public right-of-way. The City's Municipal Code defines the perception threshold to be a motion velocity of 0.01 inches per second over the range of 1 to 100 Hz.

Section 8.06.100 of the City's Municipal Code states that it is unlawful to operate any air conditioning or air handling equipment that exceeds sound levels shown in **Table T.**

Section 8.06.120(G) of the City's Municipal Code states that the noise standards shall not apply to noise sources associated with new construction, remodeling, rehabilitation or grading of any private property, provided such activities take place between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, including Saturdays, with no activities taking place at any time on Sundays or federal holidays. All motorized equipment used in such activities shall be equipped with functioning mufflers.

Existing Settings

Surrounding Land Uses. Land uses surrounding the Project site include Santa Ana River to the north, a shooting range to the northeast, a public park to the east, single-family residences to the south, and fallow agricultural land and Texas Street to the west.

Overview of the Existing Ambient Noise Environment. The existing noise sources in the vicinity of the Project site include traffic noise on Texas Street, gun shots from the shooting range, and activities at the neighboring park. Noise from motor vehicles is generated by engines, the interaction between the tires and the road, and the vehicles' exhaust systems.

Ambient Noise Levels

Short-Term Noise Measurements. One short-term (20-minute) noise level measurement was conducted on December 6, 2022, using a Larson Davis Model 831 Type 1 sound level meter. **Table U: Short-Term Ambient Noise Level Measurement** shows the results of the short-term noise level measurement along with a description of the measurement location and noise sources that occurred during the measurement. As shown in **Table U**, the measured average noise level at ST-1 was 46.1 dBA L_{eq} and the instantaneous maximum noise level was 54.8 dBA L_{max}. The short-term noise level measurement survey sheet is provided in **Appendix H**. **Figure 8** shows the location where the short-term noise measurements were taken.

Table U: Short-Term Ambient Noise Level Measurement

Monitor No.	Location	Date	Start Time	Noise Level (dBA)			Noise Sources
				L_{eq}	L_{max}	L_{min}	
ST-1	Near the northern border of the Project site between the quarry and the shooting range.	12/6/22	12:30 PM	46.1	54.8	40.0	Gun shots from nearby shooting range northeast of the Project site.

Source: Compiled by LSA (2022).
CNEL = Community Noise Equivalent Level
dBA = A-weighted decibels
L_{eq} = equivalent continuous sound level
L_{max} = maximum instantaneous noise level
L_{min} = minimum instantaneous noise level

Long-Term Noise Measurements. Two long-term (24-hour) noise level measurements were conducted from December 6 to December 7, 2022, using Larson Davis Spark dosimeters. **Table V: Long-Term Ambient Noise Monitoring Results** summarizes the results of the long-term noise level measurements along with a description of the measurement locations and noise sources that occurred during the measurements. As shown in **Table V**, the daytime noise levels ranged from 44.1 to 53.3 dBA L_{eq} and nighttime noise levels ranged from 44.8 to 52.0 dBA L_{eq}. The daytime maximum instantaneous noise level ranged from 52.0 to 77.4 dBA and the nighttime instantaneous maximum noise level ranged from 54.9 to 69.8 dBA. Also, the calculated CNEL levels at LT-1 and LT-2 were 54.1 dBA and 57.0, respectively. The long-term noise level measurement survey sheets along with the detailed hourly L_{eq}, L_{max}, and minimum measured sound level (L_{min}) results are provided in **Appendix H**. Figure 3.13-1 shows the locations where the long-term noise measurements were taken.

This page intentionally left blank



LSA

FIGURE 8

LEGEND

- Project Site Boundary
- ST-1 Short-term Noise Monitoring Location
- LT-1 Long-term Noise Monitoring Location

N

0 100 200

FEET

SOURCE: Google Earth 2021

I:\CRX2201\G\Noise_Locs.mxd (12/13/22)

Texas Street Residential Project

Noise Monitoring Locations

This page intentionally left blank

Table V: Long-Term Ambient Noise Monitoring Results

Monitor No.	Location	Noise Level (dBA)					Noise Sources
		Daytime		Nighttime		CNEL	
		L_{eq}	L_{max}	L_{eq}	L_{max}		
LT-1	2035 Citron Court, in the backyard of the residence.	44.1-52.1	52.0-77.4	44.8-50.9	54.9-69.8	54.1	Faint construction vehicles, trucks for the quarry passing by, and gunshots at nearby shooting range.
LT-2	Northwest corner of Israel Beal Park, on a tree near the picnic tables.	46.0-53.3	58.3-70.3	47.4-52.0	55.8-65.5	57.0	Faint playground noise, gunshots at nearby shooting range, and people talking nearby (faint).

Source: Compiled by LSA (2022).
Note: Long-term (24-hour) noise level measurements were conducted from December 6, 2022, to December 7, 2022.
dBA = A-weighted decibels
L_{eq} = equivalent continuous sound level
CNEL = Community Noise Equivalent Level
L_{max} = maximum instantaneous noise level
ft = foot/feet

Existing Traffic Noise. The Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model (FHWA RD-77-108)[45] was used to evaluate traffic-related noise conditions along roadway segments in the vicinity of the Project site. This model requires various parameters, including traffic volumes, vehicle mix, vehicle speed, and roadway geometry, to compute typical equivalent noise levels during daytime, evening, and nighttime hours. The resulting noise levels are weighted and summed over 24-hour periods to determine the CNEL values. The existing (2022) Average Daily Traffic (ADT) volumes were obtained from the *Traffic Circulation Analysis for the Single-Family Residential Development Project (Tentative Tract Map No. 20520)*[46]. The standard vehicle mix for Southern California roadways was used for the roadway segments in the vicinity of the Project site. **Table W: Existing (2022) Traffic Noise Levels** shows the existing (2022) traffic noise levels on the nearby roadways. These noise levels represent the worst-case scenario, which assumes that no shielding is provided between traffic and the location where the noise contours are drawn. The specific assumptions used in developing these noise levels and the model printouts are provided in **Appendix H**.

Table W: Existing (2022) Traffic Noise Levels

Roadway Segment	ADT	Centerline to 70 dBA CNEL (ft)	Centerline to 65 dBA CNEL (ft)	Centerline to 60 dBA CNEL (ft)	CNEL (dBA) 50 feet from Centerline of Outermost Lane
Texas Street North of Pioneer Avenue	5,685	< 50	< 50	57	60.1
Texas Street Between Pioneer Avenue and San Bernardino Avenue	6,010	< 50	< 50	59	60.4
Texas Street South of San Bernardino Avenue	4,673	< 50	< 50	80	62.3
Pioneer Avenue West of Texas Street	7,364	< 50	< 50	87	62.9
Pioneer Avenue East of Texas Street	6,849	< 50	< 50	83	62.5
San Bernardino Avenue West of Texas Street	8,730	< 50	81	175	67.4
San Bernardino Avenue East of Texas Street	9,186	< 50	84	181	67.7

Source: Compiled by LSA (2022).
ADT = average daily traffic
dBA = A-weighted decibels
CNEL = Community Noise Equivalent Level
ft = foot/feet

[45] FHWA 1977. *Highway Traffic Noise Prediction Model*, FHWA RD 77-108.
[46] TTLC Redlands Texas St, LLC. 2022. *Traffic Circulation Analysis for the Single-Family Residential Development Project (Tentative Tract Map No. 20520)*. October 14.

a. Would the project result in the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than Significant Impact

Discussion of Effects: **Short-Term (Construction) Noise**

Two types of short-term noise impacts could occur during construction on the Project site. First, construction crew commutes and the transport of construction equipment and materials to the site for the Project would incrementally increase noise levels on roadways leading to the site. The pieces of construction equipment for construction activities would move on site, would remain for the duration of each construction phase, and would not add to the daily traffic volume in the vicinity of the Project site. Although there would be a relatively high single-event noise exposure potential causing intermittent noise nuisance (passing trucks at 50 feet would generate up to a maximum of 84 dBA), the effect on longer-term ambient noise levels would be small because the number of daily construction-related vehicle trips would be small compared to existing daily traffic volumes in the vicinity of the Project site. The proposed Project would generate a maximum of 118 construction-related vehicle trips per day based on the California Emissions Estimator Model (CalEEMod) (Version 2022.1) results contained in **Appendix B**. Roadways that would be used to access the Project site include Texas Street, Pioneer Avenue, and San Bernardino Avenue. Based on **Table W** data, Texas Street, Pioneer Avenue, and San Bernardino Avenue have estimated existing daily traffic volumes of 4,673, 6,849, 8,730, respectively, near the Project site. Based on the information above, construction-related traffic noise would increase by up to 0.1 dBA. A noise level increase of less than 3 dBA would not be perceptible to the human ear in an outdoor environment. Therefore, no short-term construction-related impacts associated with worker commutes and transport of construction equipment and material to the Project site would occur, and no noise reduction measures would be required.

The second type of short-term noise impact is related to noise generated from construction activities. Construction is performed in discrete steps, each of which has its own mix of equipment and, consequently, its own noise characteristics. The Project anticipates site preparation and grading, building construction, paving, and architectural coating phases of construction. These various sequential phases change the character of the noise generated on a Project site. Therefore, the noise levels vary as construction progresses. Despite the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow construction-related noise ranges to be categorized by work phase. **Table X: Typical Construction Equipment Noise Levels** lists the L_{max} recommended for noise impact assessments for typical construction equipment included in the FHWA Highway Construction Noise Handbook[47], based on a distance of 50 feet between the equipment and a noise receptor.

[47] FHWA. 2006. FHWA Highway Construction Noise Handbook. Roadway Construction Noise Model, FHWA HEP-06-015. DOT-VNTSC-FHWA-06-02. NTIS No. PB2006-109012. August.

Table X: Typical Construction Equipment Noise Levels

Equipment Description	Acoustical Usage Factor[1]	Maximum Noise Level (L_{max}) at 50 ft[2]
Backhoe	40	80
Compactor (ground)	20	80
Compressor	40	80
Crane	16	85
Dozer	40	85
Dump Truck	40	84
Excavator	40	85
Flatbed Truck	40	84
Forklift	20	85
Front-End Loader	40	80
Grader	40	85
Impact Pile Driver	20	95
Jackhammer	20	85
Pickup Truck	40	55
Pneumatic Tools	50	85
Pump	50	77
Rock Drill	20	85
Roller	20	85
Scraper	40	85
Tractor	40	84
Welder	40	73

Source: *FHWA Highway Construction Noise Handbook,* Table 9.1 (FHWA 2006).
Note: The noise levels reported in this table are rounded to the nearest whole number.
[1] The usage factor is the percentage of time during a construction noise operation that a piece of construction equipment is operating at full power.
[2] The maximum noise levels were developed based on Specification 721.560 from the CA/T program to be consistent with the City of Boston, Massachusetts, Noise Code for the "Big Dig" project.
CA/T = Central Artery/Tunnel ft = foot/feet
FHWA = Federal Highway Administration L_{max} = maximum instantaneous noise level

Table Y: Summary of Construction Phase, Equipment, and Noise Levels lists the anticipated construction equipment for each construction phase based on the CalEEMod (version 2022.1) results in **Appendix B.** Also, **Table Y** shows the combined noise level (L_{max} and L_{eq}) noise level at a distance of 50 feet for each construction phase along with the number of each construction equipment, acoustical usage factor, and the noise level (L_{max} and L_{eq}) for each construction equipment at a distance of 50 feet based on the quantity. As shown in **Table Y**, construction noise levels would reach up to 93.2 dBA L_{max} (98.2 dBA L_{eq}) at a distance of 50 feet.

The closest residential property line is located immediately south of the Project site and is approximately 605 feet from the center of the Project site. At a distance of 605 feet, noise levels would reduce by 21.7 dBA compared to the noise level measured at 50 feet from the source. In addition, the residences south of the Project site are located 6 feet higher in elevation than the proposed Project and a 6-foot-high property wall at the top of slope would provide a minimum noise reduction of 5 dBA. During the noisiest construction phase, the closest residential property line would be exposed to a construction noise level of 71.5 dBA L_{max} (93.2 dBA -21.7 dBA – 5 dBA = 66.5 dBA) or 67.5 dB L_{eq} (89.2 dBA – 21.7 dBA – 5 dBA = 62.5 dBA). Although construction noise would be higher than the ambient noise in the vicinity of the Project site, construction noise would cease to occur once the Project construction is completed.

Table Y: Summary of Construction Phase, Equipment, and Noise Levels

Construction Phase	Construction Equipment	Quantity	Reference Noise Level at 50 ft (dBA L_{max})	Acoustical Usage Factor[1] (%)	Noise Level at 50 ft (dBA)		Combined Noise Level at 50 ft (dBA)	
					L_{max}	L_{eq}	L_{max}	L_{eq}
Site Preparation	Dozer	3	85	40	89.8	85.8	91.3	87.3
	Front End Loader	4	80	40	86.0	82.0		
Grading	Excavator	2	85	40	88.0	84.0	93.2	89.2
	Grader	1	85	40	85.0	81.0		
	Dozer	1	85	40	85.0	81.0		
	Scraper	2	85	40	88.0	84.0		
	Front End Loader	2	80	40	83.0	79.0		
Phase 1	Crane	1	85	16	85.0	77.0	92.4	86.5
	Man Lift	3	85	20	89.8	82.8		
	Generator	1	82	50	82.0	79.0		
	Front End Loader	3	80	40	84.8	80.8		
	Welder / Torch	1	73	40	73.0	69.0		
Phase 2	Crane	1	85	16	85.0	77.0	92.4	86.5
	Man Lift	3	85	20	89.8	82.8		
	Generator	1	82	50	82.0	79.0		
	Front End Loader	3	80	40	84.8	80.8		
	Welder / Torch	1	73	40	73.0	69.0		
Phase 3	Crane	1	85	16	85.0	77.0	92.4	86.5
	Man Lift	3	85	20	89.8	82.8		
	Generator	1	82	50	82.0	79.0		
	Front End Loader	3	80	40	84.8	80.8		
	Welder / Torch	1	73	40	73.0	69.0		
Paving	Paver	2	85	50	88.0	85.0	92.8	87.6
	Pavement Scarifier	2	85	20	88.0	81.0		
	Roller	2	85	20	88.0	81.0		
Architectural Coating	Compressor (air)	1	80	40	80.0	76.0	80.0	76.0

Source: Compiled by LSA (2022).

[1] The acoustical usage factor is the percentage of time during a construction noise operation that a piece of construction equipment is operating at full power.

dBA = A-weighted decibels
ft = foot/feet
L_{eq} = equivalent continuous sound level
L_{max} = maximum instantaneous noise level

Compliance with the City's Noise Ordinance would ensure that construction noise impacts would be minimized to the greatest extent feasible. **Standard Condition NOI-1** would limit construction hours to between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday provided all motorized equipment is equipped with functioning mufflers pursuant to Sections 8.06.090F (Noise Disturbances Prohibited) and 8.06.120 (Exemptions) of the City's Municipal Code.

The following Standard Condition is a regulatory requirement that would be implemented to ensure that Project construction noise would be minimized to the greatest extent feasible.

Standard Condition NOI-1 **Compliance with Sections 8.06.090F (Noise Disturbances Prohibited) and Chapter 8.06.120 (Exemptions) of the City of Redlands Municipal Code.** Construction activities, including operating or causing the operation of any tools or equipment used in site preparation, construction, drilling, repair, alteration, grading, paving, and/or architectural coating shall be restricted to the hours of 7:00 a.m. to 6:00

p.m. Mondays through Saturdays, and are prohibited at any time on Sundays and holidays.

All mobile or stationary internal combustion engine-powered equipment or machinery shall be equipped with exhaust and air intake silencers in proper working order and shall be maintained so that vehicles and their loads are secured from rattling and banging.

With implementation of **Standard Condition NOI-1**, construction noise impacts would be **less than significant.** No mitigation measures are required.

Long-Term (Operational) Traffic Noise

The FHWA Highway Traffic Noise Prediction Model (FHWA RD-77-108)[48] was used to evaluate traffic-related noise conditions along roadway segments in the vicinity of the Project site. This model requires various parameters, including traffic volumes, vehicle mix, vehicle speed, and roadway geometry, to compute typical equivalent noise levels during daytime, evening, and nighttime hours. The resulting noise levels are weighted and summed over 24-hour periods to determine the CNEL values. The existing (2022) Average Daily Traffic (ADT) volumes without and with Project were obtained from the Traffic Circulation Analysis for the Single-Family Residential Development Project (Tentative Tract Map No. 20520)[49]. The standard vehicle mix for Southern California roadways was used for roadways in the vicinity of the Project site. **Table Z: Existing (2022) Traffic Noise Levels without and with Project** shows the existing (2022) traffic noise levels without and with Project on roadways in the vicinity of the Project site. These noise levels represent the worst-case scenario, which assumes that no shielding is provided between traffic and the locations where the noise contours are drawn. The specific assumptions used in developing these noise levels and the model printouts are provided in **Appendix H**.

As shown in **Table Z**, the Project-related traffic noise would increase by up to 0.3 dBA along Texas Street. Noise level increases less than 3 dBA would not be perceptible to the human ear in an outdoor environment. Therefore, traffic noise impacts from Project-related traffic on off-site sensitive receptors would be less than significant. No mitigation measures are required.

Long-Term (Operational) Stationary Noise

The proposed Project includes on-site ground-floor heating, ventilation, and air conditioning (HVAC) units for each residence that could potentially operate 24 hours per day. The specifications of typical HVAC equipment, including the reference noise level, are provided in **Appendix H.** Each HVAC unit would generate a noise level of 44.4 dBA L_{eq} at a distance of 50 feet. It is estimated that each off-site residence would be exposed to noise from up to two HVAC units, which would generate a noise level of 47.4 dBA L_{eq} at a distance of 50 feet. The closest off-site residential property line is approximately 25 feet from on-site ground floor HVAC units. At a distance of 25 feet, noise levels would increase by 6 dBA compared to the noise level measured at 50 feet from the source. In addition, off-site residences are located 6 feet higher in elevation than the proposed Project and a 6-foot-high property wall at the top of slope would provide a minimum noise reduction of 5 dBA. The closest off-site residential property line

[48] FHWA 1977. *Highway Traffic Noise Prediction Model*, FHWA RD 77-108.

[49] TTLC Redlands Texas St, LLC. 2022. *Traffic Circulation Analysis for the Single-Family Residential Development Project (Tentative Tract Map No. 20520)*. October 14.

Table Z: Existing (2022) Traffic Noise Levels Without and With Project

Roadway Segment	Without Project Conditions					With Project Conditions					
	ADT	Centerline to 70 dBA CNEL (ft)	Centerline to 65 dBA CNEL (ft)	Centerline to 60 dBA CNEL (ft)	CNEL (dBA) 50 ft from Centerline of Outermost Lane	ADT	Centerline to 70 dBA CNEL (ft)	Centerline to 65 dBA CNEL (ft)	Centerline to 60 dBA CNEL (ft)	CNEL (dBA) 50 ft from Centerline of Outermost Lane	Increase from Baseline Conditions
Texas Street North of Pioneer Avenue	5,685	< 50	< 50	57	60.1	5,982	< 50	< 50	59	60.4	0.3
Texas Street Between Pioneer Avenue and San Bernardino Avenue	6,010	< 50	< 50	59	60.4	6,277	< 50	< 50	61	60.6	0.2
Texas Street South of San Bernardino Avenue	4,673	< 50	< 50	80	62.3	4,732	< 50	< 50	80	62.4	0.1
Pioneer Avenue West of Texas Street	7,364	< 50	< 50	87	62.9	7,379	< 50	< 50	87	62.9	0.0
Pioneer Avenue East of Texas Street	6,849	< 50	< 50	83	62.5	6,864	< 50	< 50	83	62.6	0.1
San Bernardino Avenue West of Texas Street	8,730	< 50	81	175	67.4	8,908	< 50	82	177	67.5	0.1
San Bernardino Avenue East of Texas Street	9,186	< 50	84	181	67.7	9,216	< 50	84	181	67.7	0.0

Source: Compiled by LSA (2022).
ADT = average daily traffic
CNEL = Community Noise Equivalent Level
dBA = A-weighted decibel
ft = feet

would be exposed to noise levels of 45.4 dBA L_{eq} (45.4 dBA + 6 dBA – 5 dBA = 45.4 dBA). This noise level would not exceed the City's daytime and nighttime 30 minute (L_{50}) noise standard of 60 dBA and 50 dBA, respectively. Therefore, noise impacts from Project operations would be **less than significant**. No mitigation measures are required. Overall, the proposed Project would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project site in excess of standards established by the City of Redlands through its General Plan and Municipal Code. Noise impacts would be **less than significant,** and no mitigation measures are required.

b. Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant Impact

Discussion of Effects:

Short-Term Construction Vibration. This construction vibration impact analysis discusses the level of human annoyance using vibration levels in VdB and assesses the potential for building damage using vibration levels in PPV (in/sec). Vibration levels calculated in RMS velocity are best for characterizing human response to building vibration, whereas vibration levels in PPV are best for characterizing damage potential.

Table AA: Vibration Source Amplitudes for Construction Equipment shows the reference vibration levels at a distance of 25 feet for each type of standard construction equipment from the *Transit Noise and Vibration Impact Assessment Manual*[1]. Project construction is expected to require the use of large bulldozers and loaded trucks, which would generate ground-borne vibration levels of up to 0.089 in/sec (PPV) and 0.076 in/sec (PPV), respectively, when measured at 25 feet.

The greatest vibration levels are anticipated to occur during the site preparation and grading phase. All other phases are expected to result in lower vibration levels. The distance to the nearest buildings for vibration impact analysis is measured between the nearest off-site buildings and the Project site boundary (assuming the construction equipment would be used at or near the Project site boundary) because vibration impacts normally occur within the buildings.

The formula for vibration transmission is provided below:

$$PPV_{equip} = PPV_{ref} \times (25/D)^{1.5}$$

[1] Federal Transit Administration (FTA). 2018. *Transit Noise and Vibration Impact Assessment Manual*. FTA Report No. 0123. September. Website: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf (accessed December 2022).

Table AA: Vibration Source Amplitudes for Construction Equipment

Equipment	Reference PPV/L_V at 25 feet	
	PPV (in/sec)	L_V (VdB)[1]
Pile Driver (Sonic), Typical	0.170	93
Vibratory Roller	0.210	94
Hoe Ram	0.089	87
Large Bulldozer[2]	**0.089**	**87**
Caisson Drilling	0.089	87
Loaded Trucks[2]	**0.076**	**86**
Jackhammer	0.035	79
Small Bulldozer	0.003	58

Source: *Transit Noise and Vibration Impact Assessment Manual* (FTA 2018).

[1] RMS vibration velocity in decibels (VdB) is 1 µin/sec.
[2] The equipment shown in bold is expected to be used on site.

µin/sec = microinches per second
ft = foot/feet
FTA = Federal Transit Administration
in/sec = inches per second
L_V = vibration velocity in decibels
PPV = peak particle velocity
RMS = root-mean-square
VdB = vibration velocity decibels

Table AB: Potential Construction Vibration Annoyance lists the projected vibration levels from various construction equipment expected to be used on the Project site in the active construction area to the property line of the Project site. As shown in **Table AB**, the southern property line of the Project site is approximately 100 feet from the active Project construction area near the center of the Project site and would experience vibration levels of up to 0.008 in/sec (RMS). This vibration level would not result in community annoyance because it would not exceed the City's vibration annoyance threshold of 0.01 in/sec (RMS). Other structures that surround the Project site would experience lower vibration levels because they are farther away.

Table AB: Potential Construction Vibration Annoyance

Land Use	Direction	Equipment/ Activity	Reference Vibration Level at 25 ft	Distance to Structure (ft)[1]	Vibration Level
			PPV (in/sec)		RMS (in/sec)[2]
Residential	South	Large bulldozers	0.089	100	0.008
		Loaded trucks	0.076	100	0.007

Source: Compiled by LSA (2022).
Note: The City's vibration perception threshold is 0.01 in/sec (RMS) at the property line of the Project site.
[1] Distance from the active construction area near the center of the Project site to the property line of the Project site.
[2] The RMS value is approximately 0.71 of the peak value (Caltrans 2020).
ft = foot/feet
in/sec = inches per second
RMS = root mean square

Similarly, **Table AC: Potential Construction Vibration Damage** lists the projected vibration levels from various construction equipment expected to be used on the Project site at the Project construction boundary to the nearest buildings in the vicinity of the Project site. As shown in **Table AC**, the closest building is approximately 15 feet from the Project construction boundary and would experience vibration

Table AC: Potential Construction Vibration Damage

Land Use	Direction	Equipment/ Activity	Reference Vibration Level at 25 ft	Distance to Structure (ft)[1]	Vibration Level
			PPV (in/sec)		PPV (in/sec)
Residential	South	Large bulldozers	0.089	15	0.191
		Loaded trucks	0.076	15	0.164

Source: Compiled by LSA (2022).
Note: The FTA-recommended building damage threshold is 0.20 PPV [in/sec]) at the receiving non-engineered timber and masonry building.
[1] Distance from the Project construction boundary to the building structure.
ft = foot/feet
FTA = Federal Transit Administration
in/sec = inches per second
PPV = peak particle velocity

levels of up to 0.191 in/sec (PPV). This vibration level would not have the potential to result in building damage because the residential buildings are likely constructed of the equivalent to non-engineered timber and masonry and vibration levels would not exceed the FTA vibration damage threshold of 0.20 in/sec (PPV). Other structures that surround the Project site would experience lower vibration levels because they are farther away and are likely constructed equivalent to non-engineered timber and masonry.

Long-Term (Operational) Vibration. The Project would not generate vibration during operation. In addition, vibration levels generated from Project-related traffic on roadways within the vicinity of the Project site (Texas Street, Pioneer Avenue, and San Bernardino Avenue) would be unusual for on-road vehicles because the rubber tires and suspension systems of on-road vehicles provide vibration isolation.

Therefore, no vibration impacts from Project-related operations would occur, and no vibration reduction measures are required.

Overall, ground-borne vibration or ground-borne noise generated from proposed Project would be a **less than significant impact**. No mitigation measures are required.

c. For a project located within the vicinity of a private airstrip or airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact

Discussion of Effect: The Project site is located approximately 2.5 miles west of the Redlands Municipal Airport and is located outside of the airport's 70 dBA CNEL noise contour as depicted in the City of Redlands General Plan. The proposed Project is located approximately 2.7 miles east of the San

Bernardino International Airport and is located outside of the airport's 65 dBA CNEL noise contour as depicted in the Airport Layout Plan Narrative Report for San Bernardino International Airport[1]. Therefore, the proposed Project would not expose people residing or working in the vicinity of the Project site to excessive noise levels generated from nearby airport operations. There would be **no impact**, and no mitigation measures are required.

[1] San Bernardino International Airport Authority (SBIAA). 2010. *Airport Layout Plan Narrative Report for San Bernardino International Airport*. November.

3.14 POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b. Displace substantial amounts of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

a. Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less than Significant Impact

Discussion of Effects: The Project site is currently undeveloped and does not contain any residential units. Based on a 2.77 persons per household estimate for the City of Redlands obtained from the United States Census Bureau, development of the Project's 35 single-family residential units is estimated to result in a total population of 97 residents on the Project site (96.95 rounded to 97).[1] As of July 1, 2022, the population in the City was estimated at 73,288. Therefore, implementation of the Project is anticipated to increase the City's population by approximately 0.13 percent.

On March 4, 2021, the Southern California Association of Governments (SCAG) released its final draft allocation of housing units for each jurisdiction in the region. For the current Regional Housing Needs Assessment (RHNA) cycle, SCAG provided the RHNA allocation number to the City of Redlands for the 2021-2029 period consisting of the following household income levels: 967 very-low-income units, 615 low-income units, 652 moderate income units, and 1,282 above-moderate income units for a total allocation of 3,516 units.[2] Implementation of the proposed Project would result in the development of 35 single-family units, all of which are expected to be sold at market rate (the above-moderate income level). The proposed Project would account for approximately 2.7 percent of the relevant RHNA allocation for the City[3] and approximately 1.0 percent of the total RHNA allocation for the City.[4]

1 United States Census Bureau. 2022. City of Redlands, QuickFacts. Persons per household, 2017-2021. Website: http://www.census.gov/quickfacts/reedlandscitycalifornia/ (accessed December 9, 2022). 2.77 persons per household * 35 units = 96.95.

2 Southern California Association of Governments (SCAG). 2021. SCAG 6th Cycle Final RHNA Allocation Plan, March 4, 2021.

3 35 planned units/ 1,282 above moderate income units= 0.0273.

4 35 planned units / 3,516 total RHNA = 0.0099.

The incremental increase in population at the Project site would be consistent with planned population growth and housing development in the City, as anticipated by the General Plan and regional planning documents. Additionally, the proposed Project would not entail construction of additional public roadways or infrastructure such as wastewater treatment facilities so as to indirectly induce population growth. Since population generated by the proposed Project would incrementally increase the population of the City and not exceed local and regional population growth projections, population growth generated by the proposed Project would not be substantial. Impacts are **less than significant,** and no mitigation is required.

b. Would the project displace substantial amounts of existing housing, necessitating the construction of replacement housing elsewhere?

No Impact

Discussion of Effects: As discussed above, the Project site is currently undeveloped and does not contain any residential units. Implementation of the Project would result in the development of 35 single-family residences. As such, the proposed Project would not displace existing housing, but create more housing for residents of the City. **No impact** would occur, and no mitigation is required.

3.15 RECREATION

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b. Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	☐	☐	☒	☐

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less than Significant Impact

Discussion of Effects: The proposed Project includes the construction of a 35-unit residential development on the Project site. As discussed in Section 3.14, Population and Housing, the proposed Project could add approximately 97 new residents to the City's population. Although the proposed Project would incrementally increase the public use of surrounding parks such as Israel Beal Park, this increase is not anticipated to be such that substantial physical deterioration of the facility would occur. It is anticipated that development of the 2.9-acre open space on the site would minimize the use of nearby parks as residents of the Project would more than likely use the on-site open space. Since the proposed Project would develop on-site open space, the proposed Project would nominally contribute to the increased use of existing neighborhood parks, regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. Impacts would be **less than significant,** and no mitigation is required.

b. Would the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

Less Than Significant Impact

Discussion of Effects: As discussed above under Threshold 3.15, the proposed Project would develop a 2.9-acre public open space area. This open space would include a tot lot, play field, an extension of the Santa Ana River Trail bike path, and miscellaneous recreation areas. An additional 3 acres of land within the Santa Ana River wash would be left in its natural state. The on-site open space would be accessible to the public as well as future residents of the Project site. The Project would fulfill its requirement to dedicate at least 0.49 acre of parkland to the City as described by the City's park standard of 5.0 acre of parkland for every 1,000 residents. The construction of these recreational facilities is part of the proposed Project, and any potential and adverse effects associated with implementation of the proposed Project's recreational facilities have been considered throughout the

analysis of this IS/MND. As discussed elsewhere in this document, all of the proposed Project's significant impacts can be mitigated to **less than significant** levels. As discussed above under Threshold 3.16(a), the proposed Project would not cause or accelerate the substantial physical deterioration of existing recreational facilities, so it would not require the construction or expansion of off-site recreational facilities. No mitigation is required.

3.16 PUBLIC SERVICES

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Fire protection?	☐	☐	☒	☐
Police protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐
Other public facilities?	☐	☐	☒	☐

Less than Significant Impact

Discussion of Effects:

Fire Protection. Fire protection services within the City are provided by the Redlands Fire Department (RFD). Development of the proposed Project may incrementally increase the demand for fire protection services as it would increase the site's population by 97 residents. In its review of new development plans, the RFD evaluates project plans on its ability to provide proper fire protection to the development. Additionally, the proposed Project would be required to pay service and development fees to the RFD. Such fees would be used to fund capital costs associated with acquiring land for new fire stations, constructing new fire stations, purchasing fire equipment, and providing for additional staff as needed and as identified by the City. Any construction of future fire protection facilities would require project-level environmental review and site-specific mitigation as appropriate in order to ensure significant environmental impacts are avoided or mitigated.

The RFD aims to meet National Fire Protection Association standards of a four-minute response time for first responders 90 percent of the time, but as of 2015, RFD 90 percent response time was approximately nine minutes.[1] Therefore, the City is pursuing a more realistic objective of arriving within seven minutes 90 percent of the time, in accordance with the 2008 High-Level Fire Department Review for the RFD.

The RFD has determined that it would need to increase the number of fire stations in order to meet increased future citywide service demands; however, as of February 2017, there are no plans to do so. The Project site is located adjacent to established residential neighborhoods in the City and in a Local Responsibility Area (LRA) Non-Very High Fire Hazard Severity Zone (Non-VHFHSZ).[2] The closest fire station to the Project site is Redlands Fire Station 263 located at 10 West Pennsylvania Avenue,

[1] *City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, SCH #2016081041.* Page 3.13-18. City of Redlands. July 21, 2017.

[2] CALFIRE, Fire Hazard Severity Zones Maps, City of Redlands Map. Website: https://osfm.fire.ca.gov/media/5949/redlands.pdf (accessed November 21, 2022).

approximately 0.9 miles southeast of the Project site. Average travel time between the nearest fire station and the Project site is approximately 4 minutes. Through compliance with California Vehicle Code 21806(A)(1), which requires all vehicles to yield to emergency vehicles, travel time between Fire Station 263 and the Project site is expected to be less than three minutes. Additionally, the City maintains mutual aid agreements with surrounding cities (i.e., Yucaipa and Loma Linda), as well as with the County of San Bernardino and the United States Forest Service, which allow for the services of nearby fire departments to assist the City during major emergencies.

Project design features incorporated into the structural design and layout of the residential units would keep service demand increases to a minimum. For example, the Project would be constructed in accordance with the current California Building Code (at the time of the writing the 2022 CBC), which requires all on-site structures to incorporate construction techniques and materials such as roofs, eaves, exterior walls, vents, appendages, windows, and doors resistant to and/or to perform at high levels against ignition during the exposure to fires. Fire sprinklers would be incorporated into each residential unit to further reduce fire risk and service demand. Access to the Project site would be from Texas Street and the internal streets on the Project site would be developed to City and Fire Code Standards to allow emergency vehicles ease of access and maneuverability. Finally, fire hydrants would be placed within the Project site, at specific distances required by fire service and City requirements.

Based on the proposed Project's location in a LRA Non-Very High Fire Hazard Severity Zone in proximity to existing RFD facilities capable of responding to emergencies at the Project site within the City's stated response time objective of seven minutes 90 percent of the time; the development of the proposed Project would not cause fire staffing, facilities, or equipment to operate at a deficient level of service. The Project itself would not require the construction of new or physically altered fire protection facilities, the construction of which could result in an environmental impact. Additionally, because the proposed Project would be required to pay Development Impact Fees (DIFs) to fund future fire facilities and services, which would be subject to project- and site-specific environmental review, impacts associated with the need to expand fire protection services and facilities in order to maintain acceptable levels of service would be **less than significant**. No mitigation is required.

Police Protection. Police protection services within the City are provided by the Redlands Police Department (RPD). Development of the proposed Project may incrementally increase the demand for police protection services due to the increased population of residents on the site. In its review of new development plans, the RPD evaluates project plans on its ability to provide proper police protection to the development. Additionally, the Applicant would be required to pay service and development fees to the RPD. Such fees would be used to fund capital costs associated with acquiring land for new police stations, constructing new police stations, purchasing crime-fighting equipment for new police stations, and providing for additional staff as needed and as identified by the City. Any construction of future police facilities would require project-level environmental review and site-specific mitigation as appropriate in order to ensure significant environmental impacts are avoided or mitigated.

The RPD does not base service standards on an industry standard; instead, the City aims for a response time of 4.5 minutes. The RPD has determined that it would need to increase the number of police stations in order to meet increased future citywide service demands. The Project site is located adjacent to established residential neighborhoods in the City, which are already served by the RPD.

The closest police station to the Project site is Redlands Police Department located at 1270 West Park Avenue, approximately 2.6 miles southwest of the Project site. Average travel time between the nearest police station and the Project site is approximately 10 minutes. Through compliance with California Vehicle Code 21806(A)(1), which requires all vehicles to yield to emergency vehicles, travel time between the nearest police station and the Project site is expected to be less than four minutes. Additionally, the City maintains mutual aid agreements with surrounding cities (i.e., Yucaipa and Loma Linda), as well as with the County of San Bernardino, which allow for the services of nearby police and sheriff departments to assist the City during major emergencies.

Based on the proposed Project's location in proximity to existing RPD facilities capable of responding to emergencies at the Project site within the City's stated response time objective of 4.5 minutes, development of the proposed Project would not cause law enforcement staffing, facilities, or equipment to operate at a deficient level of service. The Project itself would not require the construction of new or physically altered law enforcement protection facilities, the construction of which could result in an environmental impact. Additionally, because the proposed Project would be required to pay DIFs to fund future law enforcement facilities and services, which would be subject to project- and site-specific environmental review, impacts associated with the need to expand law enforcement protection services and facilities in order to maintain acceptable levels of service would be **less than significant**. No mitigation is required.

Schools. The Project site is located within the Redlands Unified School District (RUSD). RUSD currently has 16 elementary schools (serving kindergarten through fifth grade); four middle schools (servings grades sixth through eighth); and three high schools (serving grades ninth through twelfth). The three closest schools to the Project site are as follows:

- Lugonia Elementary School located at 202 East Pennsylvania Avenue approximately 1.2 miles southeast of the Project site;
- Clement Middle School located at 501 East Pennsylvania Avenue approximately 1 miles southeast of the Project site; and
- Citrus Valley High School located at 800 West Pioneer Avenue approximately 0.3 miles south of the Project site.

Based on the proximity of the above-mentioned schools to the Project site, students generated by the Project are anticipated to attend these three schools. **Table AD: Redlands Unified School District Enrollment and Capacity Data** shows the current enrollment and capacity of the Redlands School District, Lugonia Elementary School, Clement Middle School, and Citrus Valley High school.

As of the 2021–2022 school year, the Redlands Unified School District has capacity for an additional 5,963 students; Lugonia Elementary School has a capacity for an additional 217 students; Clement Middle School has a capacity for an additional 205 students; and, Citrus Valley High School has a capacity for an additional 725 students.

Table AD: Redlands Unified School District Enrollment and Capacity Data

District/School	Enrollment Capacity	Optimum Enrollment	2021-2022 Enrollment	Excess Room
Redlands Unified School District	26,125	20,302	20,162	5,963
Lugonia Elementary School	773	696	556	217
Clement Middle School	1,264	1,406	1,059	205
Citrus Valley High School	2,940	2,646	2,215	725

Source: Enrollment Capacity and Optimum Enrollment were obtained from the City of Redlands, *Revised Draft Environmental Impact Report for the Redlands General Plan Update and Climate Action Plan*, Chapter 3.13: Public Facilities and Services, Table 3.13-3: Redlands Unified School District Enrollment, pg. 3.13-10. 2021-2022 Enrollment Data obtained from the California Department of Education, Data Quest Website: Enrollment by Grade - Redlands Unified (California Dept of Education) (accessed November 21, 2022).

The proposed Project would include the development of 35 single-family residential units which would generate school-aged children that would be anticipated to attend Redlands Unified School District's Lugonia Elementary School, Clement Middle School, and Citrus Valley High School. The proposed Project would increase the population in the community and would consequently add students to the local school system. The RUSD has accounted for the generation of its student population through its facilities planning activities based on the City's buildout; as such, RUSD does not anticipate further growth in its boundary that would exceed planned development associated with the City's buildout. The Project itself would not require the construction of new or physically altered educational facilities, the construction of which could result in an environmental impact. Additionally, because the proposed Project would be required to pay DIFs to fund future educational services provided by RUSD, which would be subject to project- and site-specific environmental review, impacts associated with the need to expand educational services and facilities in order to maintain acceptable levels of service would be **less than significant**. No mitigation is required.

Parks/Recreational Facilities. The City of Redlands has 21 parks totaling approximately 424.2 acres of land. Israel Beal Park, a 7.8-acre neighborhood park, is located adjacent to the eastern edge of the Project site between the Santa Ana River wash and River View Drive. Israel Beal Park features open grassy areas, picnic areas, playground equipment, basketball courts, and trails. The City General Plan establishes a park standard of 5.0 acres of parkland for every 1,000 residents. As of 2021, the City had an estimated population of 73,288[1] residents, pursuant to the City's park standard, would require 366.44 acres of parkland within the City.[2] Under current conditions, the City of Redlands has a surplus of 57.76 acres of parkland, per the City's parkland standard.

The proposed Project is estimated to add 97 residents to the site and to the City's population. Based on the park standard of 5.0 acre of parkland for every 1,000 residents, the proposed Project would need to develop approximately 0.49 acres of parkland.[3] The proposed Project would develop a 5.9 acre open space area on the Project site. This open space would include a tot lot, play field, an extension of the Santa Ana River Trail bike path, and miscellaneous recreation areas. 3 acres of land

[1] United States Census Bureau. 2021. City of Redlands, QuickFacts. Estimated population, 2021. Website: http://www.census.gov/quickfacts/reedlandscitycalifornia/ (accessed November 21, 2022).
[2] 73,288 / 1,000 = 73.288 * 5 = 366.44.
[3] 97 / 1,000 = 0.097 * 5 = 0.485.

in the Santa Ana River wash would be left in its natural state. The on-site open space would be accessible to the public as well as future residents of the Project site. The dedication of the on-site park space would fulfill the Project's requirement to dedicate at least 0.49 acre of parkland to the City, and as such, the impacts associated with the need to expand park facilities in order to maintain acceptable levels of service would be **less than significant**. No mitigation is required.

Other Public Facilities. The proposed Project is estimated to generate approximately 97 additional residents, which would be added to the City of Redlands population. The proposed Project is consistent with the current General Plan land use designation for the Project site; therefore, the projected increase in population would be consistent with planned population growth in the City, as anticipated by the General Plan and regional planning documents. This minimal increase in population would incrementally increase the need for a number of public services including those listed above and others such as libraries and City administrative facilities, which would be offset through the payment of DIFs. However, the Project is not expected to result in the need to construct or expand such facilities. Therefore, impacts would be **less than significant,** and no mitigation is required.

3.17 TRANSPORTATION

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b. Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☐	☒
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d. Result in inadequate emergency access?	☐	☐	☒	☐

The *Traffic Circulation Analysis* and the *VMT Impact Assessment* for *TTLC Redlands Texas St., LLC Single-Family Residential Development Project* (VMT Impact Assessment) prepared by Linscott, Law & Greenspan, Engineers on January 9, 2023, contribute to the information and analysis in this section and are provided in **Appendices I-1 and I-2,** respectively.

a. Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Less than Significant Impact

Discussion of Effects: The proposed Project is forecast to generate approximately 330 daily trips in passenger car equivalents, including approximately 25 trips during the a.m. peak hour and approximately 33 trips during the p.m. peak hour. Since the proposed Project would generate less than 100 peak hour trips, and would not add 50 or more peak hour trips to any major intersection, a Traffic Impact Study (TIS) is not warranted. The proposed Project, due to the low daily trips contribution, would not contribute to a degradation of existing Level of Service (LOS) at nearby intersection and roadway segments, and would continue to operate at acceptable LOS C during the a.m. and p.m. peak hours. Sight distance evaluations at three cul-de-sacs along Texas Street revealed that sight lines at the proposed Project driveways are expected to be adequate as long as obstructions within the sight triangles are minimized. Therefore, the Project would remain compliant with the criteria and procedures set forth by the *Caltrans Highway Design Manual (HDM).*

The proposed Project would also remain compliant with the City of Redlands' Measure "U" *Principals of Managed Development*, which confirms that as a result of a development project, the following would remain true: (1) Levels of traffic service throughout the City shall be maintained, because all of the Project study intersections would operate at acceptable LOS C; (2) collector and local street standards shall be maintained, because the proposed Project would not impact the surrounding local

and collector roadways; (3) circulation patterns shall protect residential neighborhoods from increased traffic congestions, because the proposed Project would distribute traffic directly to the collector roadways; and (4) designated scenic highways within the City shall be maintained, because the proposed Project would not distribute traffic onto or impact the Scenic Highways within the City of Redlands. Additionally, pursuant to the requirements of the City of Redlands, Development Impact Fees (DIFs) will be required of the Project. The DIF is applied to pay a portion of the costs identified for public facilities, including transportation-related improvements.

Therefore, the proposed Project would not conflict with a program, plan, ordinance or policy pertaining to transit, bicycle and pedestrian facilities. Final design plans would be subject to review and approval by City staff prior to issuance of building permits, and adherence to applicable City requirements would ensure the proposed Project would not cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system and impacts would be **less than significant**. No mitigation is required.

b. Would the project conflict or be inconsistent with *CEQA Guidelines Section 15064.3, subdivision (b)*?

No Impact

Discussion of Effects: As part of the *State CEQA Guidelines* 2019 updates, Section 15064.3 was added and codifies that project-related transportation impacts are typically best measured by evaluating the Project's vehicle miles traveled (VMT). Specifically, subdivision (b) focuses on specific criteria related to transportation analysis and is divided into four subdivisions: (1) land use projects, (2) transportation projects, (3) qualitative analysis, and (4) methodology. Subdivision (b)(1) provides guidance on determining the significance of transportation impacts of land use projects using VMT; projects located within 0.5 mile of high quality transit should be considered to have a less than significant impact. Subdivision (b)(2) addresses VMT associated with transportation projects and states that projects that reduce VMT, such as pedestrian, bicycle, and transit projects, should be presumed to have a less than significant impact. Subdivision (b)(3) acknowledges that Lead Agencies may not be able to quantitatively estimate VMT for every project type; in these cases, a qualitative analysis may be used. Subdivision (b)(4) stipulates that Lead Agencies have the discretion to formulate a methodology that would appropriately analyze a project's VMT. Therefore, the *City of Redlands CEQA Assessment VMT Analysis Guidelines*, adopted July 2020 (VMT guidelines) was used to determine the Project VMT impacts. The City's VMT Guidelines provide several screening criteria for projects within the City. Projects that cannot be screened out by the screening criteria should conduct further VMT analysis to identify Project related VMT impacts. One of the screening criteria included in the VMT guidelines is screening by project type and projects that are forecast to generate less than 3,000 MT CO2e (carbon dioxide equivalent) per year. The City's VMT Guidelines state the following:

> *Projects which generate less than 3,000 MT CO_2e per year can be presumed to have a less than significant impact on VMT. Projects which generate less than 3,000 MT CO_2e per year include the following: Single family residential – 167 dwelling units or fewer.*

As discussed previously, the proposed Project would develop 35 single-family residential units, which is significantly lower than the threshold of 167 units as stated in the City's VMT Guidelines. Therefore, based on the City's VMT Guidelines, the Project would not have any significant VMT impacts. **No impact** would occur, and no mitigation is required.

c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than Significant Impact

Discussion of Effects: Access to the Project site is proposed to be provided through three cul-de-sacs, Street A, Street B, and Street C, along Texas Street. Access for small service/delivery trucks and fire trucks for the Project site have been evaluated using *Turning Vehicle Templates* developed by Jack E. Leisch & Associated and *AutoTURN for AutoCAD* computer software. Overall, the turning maneuvers for both small delivery trucks and fire trucks are considered adequate. Roadway frontage improvements in and around the Project site would be designed and constructed to satisfy all City requirements for street widths, corner radii, and intersection control, as well as incorporate design standards tailored specifically to site access requirements.

All final site plans would be subject to review and approval by the City's Municipal Utilities & Engineering Department prior to issuance of building permits, and adherence to applicable requirements would ensure the proposed development would not include any sharp curves, dangerous driveway intersections, or visual obstructions for drivers negotiating roadway curves. Therefore, impacts related to a substantial increase in hazards due to a design feature or incompatible use would be **less than significant**. No mitigation is required.

d. Would the project result in inadequate emergency access?

Less than Significant Impact

Discussion of Effects: The developer of the proposed Project would be required to design, construct, and maintain structures, roadways, and facilities to provide for adequate emergency access and evacuation. Construction activities, which may temporarily restrict vehicular traffic, would be required to implement adequate and appropriate measures to facilitate the passage of persons and vehicles through/around any required road closures.

Vehicular access to the Project site would be provided from Texas Street at four locations. Implementation of the proposed Project would result in future public access to Pomelo Street. Three proposed public streets (Street A, Street B, and Street C) ending in cul-de-sacs would provide driveway access to 33 of the 35 proposed homes. Texas Street would be extended northward and widened from its existing terminus at the southwest corner of the Project site to the northern end of the Project site. A new cul-de-sac would be installed at the northern end of Texas Street that would provide driveway access to the remaining two residential lots that would be located along Street A, Street B, and Street C. Final site plans would be subject to review and approval by the City's Fire and Police Departments to ensure adequate emergency vehicle access to and within the Project site prior the issuance of building permits. Adherence to the emergency access measures required by the City would ensure impacts related to inadequate emergency access would be **less than significant**. No mitigation is required.

3.18 TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	☐	☒	☐	☐
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	☐	☒	☐	☐

a. Would the project be listed or eligible for listing in the California Register of Historical Resources or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?

Less than Significant with Mitigation Incorporated

Discussion of Effect: Chapter 532, Statutes of 2014 (i.e., AB 52), requires Lead Agencies evaluate a project's potential to impact "tribal cultural resources." Such resources include "[s]ites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American Tribe that are eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources." AB 52 also gives Lead Agencies the discretion to determine, supported by substantial evidence, whether a resource qualifies as a "tribal cultural resource."

Per AB 52 (specifically PRC 21080.3.1), Native American consultation is required upon request by a California Native American tribe that has previously requested that the City provide it with notice of such projects. Pursuant to provisions of AB 52, the City contacted the following Native American Tribes:

- Gabrieleño Band of Mission Indians – Kizh Nation;
- Morongo Band of Mission Indians;
- Soboba Band of Luiseño Indians;

- Yuhaaviatam of San Manuel Nation (formerly San Manuel Band of Mission Indians); and
- Torres Martinez Desert Cahuilla Indians.

The Yuhaaviatam of San Manuel Nation (YSMN) expressed interest in the Project.[1] The YSMN stated that although the Project site exists within Serrano ancestral territory and, therefore, is of interest to the YSMN, due to the nature and location of the proposed Project, and given YSMN's present state of knowledge, YSMN does not have any concerns with the Project's implementation. No information or evidence has been provided to the City regarding any known or likely occurrence of tribal cultural resources on the Project site. The YSMN provided suggestions on mitigation measures in the event of any inadvertent discoveries. Given there is the potential for the proposed Project to inadvertently discover or unearth previously undocumented Native American tribal cultural resources during ground-disturbing activities, **Mitigation Measures TCR-1 and TCR-2** are proposed.

Mitigation Measure TCR-1 The Yuhaaviatam of San Manuel Nation (YSMN) Cultural Resources Department shall be contacted regarding any pre-contact cultural resources discovered during Project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. YSMN shall have the option of placing a tribal monitor on-site during ground-disturbing activities within previously undisturbed soil for the remainder of the Project.

Mitigation Measure TCR-2 Any and all archaeological documents created as a part of the Project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the Applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or Applicant shall, in good faith, consult with YSMN throughout the life of the Project.

With implementation of **Mitigation Measures TCR-1 and TCR-2,** impacts to tribal cultural resources would be **less than significant**.

b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Less than Significant with Mitigation Incorporated

As discussed above in Response 3.18(a), no information or evidence has been provided to the City regarding any known or likely occurrence of tribal cultural resources on the Project site. Nevertheless, there is the potential for the proposed Project to inadvertently discover or unearth previously undocumented Native American tribal cultural resources during ground-disturbing activities. With implementation of **Mitigation Measures TCR-1 and TCR-2**, impacts to tribal cultural resources would be **less than significant**.

[1] Email dated November 21, 2022, from the City of Redlands to LSA.

3.19 UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water or wastewater treatment or storm drainage, electrical power, natural gas or telecommunication facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c. Result in a determination by the wastewater treatment provider, which serves or may serve the project, that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d. Generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e. Comply with Federal, State, and local management and reduction statutes and regulations related to solid waste.	☐	☐	☐	☒

The most recent version of CalEEMod (Version 2022.1) was used to estimate the Project's water demand and the amount of wastewater and solid waste that could be generated during operation of the proposed Project (**Appendix B**).

a. Would the project require or result in the relocation or construction of new or expanded water or wastewater treatment or storm drainage, electrical power, natural gas or telecommunication facilities, the construction of which could cause significant environmental effects?

Less than Significant Impact

Discussion of Effects: Local governments and water districts are responsible for complying with federal regulations, both for wastewater plant operation and the collection systems (e.g., sanitary sewers) that convey wastewater to the wastewater treatment facility. Proper operation and maintenance are critical for sewage collection and treatment, as impacts from these processes can

degrade water resources and affect human health. For these reasons, publicly owned treatment works (POTWs) are subject to Waste Discharge Requirements (WDRs) to ensure that such wastewater facilities operate in compliance with water quality regulations set forth by the State. WDRs, issued by the State, establish effluent limits on the kinds and quantities of pollutants that POTWs can discharge. These permits also contain pollutant monitoring, recordkeeping, and reporting requirements. Each POTW that intends to discharge into the nation's waters must obtain a WDR prior to initiating its discharge.

All new development within the City is required to comply with all provisions of the NPDES program and the City's MS4, as enforced by the RWQCB. The proposed Project would result in typical wastewater discharges that would not require new methods or equipment for treatment that are not currently permitted for the Redlands Wastewater Treatment Facility, which would serve the proposed Project. Based on the CalEEMod results, the Project is expected to produce 1,620,934 gallons of wastewater a year (4,441.4 gallons per day). The City's wastewater treatment plant, Redlands Wastewater Treatment Facility, currently treats approximately 6 million gallons per day (mgd) and has the capacity to process up to 9.5 mgd.[1] The proposed Project would contribute approximately 0.07 percent [2] of the current wastewater treatment rates of the Redlands Wastewater Treatment Facility. The proposed Project would connect to existing wastewater infrastructure, which is currently operating within capacity. Sewer service to the Project site would be provided via two new 8-inch sewer lines that would be installed in Texas Street and Pomelo Avenue. The new sewer line in Pomelo Avenue would connect to an existing 10-inch sewer line approximately 400 feet west of the Project site. Proposed Streets A, B, and C would each include an 8-inch sewer line that would connect to the proposed sewer lines in Texas Street and Pomelo Avenue. Compliance with condition or permit requirements established by the City, WDRs outlined by the RWQCB, as well as requirements included in the NPDES permit, SWPPP, WQMP, and wastewater conveyance standards would ensure that wastewater discharges coming from the Project site and treated by the wastewater treatment facility system would not exceed applicable existing capacities. As such, implementation of the proposed Project would not require or result in the relocation or construction of new or expanded wastewater treatment infrastructure.

The City operates two surface water treatment plants and uses 15 wells, 37 booster pumps, 18 reservoirs, and 400 miles of transmission and distribution lines to provide water to its customers. Of this infrastructure, one booster station is used for non-potable water. The capacity of the City's 18 reservoirs is a total of 54.45 million gallons. The City's water treatment plants include the Henry Tate Water Treatment Plant and the Horace Hinckley Surface Water Treatment Plant. The Henry Tate Water Treatment Plant is a conventional water treatment plant built in 1967. The design capacity of the Tate plant is 20 million gallons per day (mgd). The City added enhancements to the Tate WTP to provide more water supply reliability by allowing State Water Project water to be mixed with Mill Creek water for treatment (MUED 2015). The Horace Hinckley Surface Water Treatment Plant started

[1] City of Redlands. Waste Water Treatment. Website. https://www.cityofredlands.org/post/wastewater-treatment (accessed December 2022).

[2] 4,441,4 gal per day / 6 mgd = 0.00074.

operation in 1987 and has a permitted capacity of 14.5 mgd. The 10-year average flow (up to and including 2016) is 6,363 af at the Henry Tate Plant, and 6,697 af at the Horace Hinckley Plant.[1]

The vast majority of potable water demand originated from single-family residential uses (47 percent of the total), with the next-highest demand coming from multi-family residential uses (12 percent of the total). In 2015, single-family residential water usage totaled 11,653 afy. The proposed Project would include the development of on-site water delivery infrastructure through 8-inch water pipes in proposed Street A, B, and C as well as laterals serving each of the 35 proposed residential units. The proposed Project would connect to existing 12-inch water line located in Texas Street. Based on the CalEEMod results, the Project's expected water usage would be 32.62 afy. The proposed Project would contribute approximately 0.3 percent of the total single family residential water usage for the City based on the 2015 water usage data.

As such, implementation of the proposed Project would not require or result in the relocation or construction of new or expanded water supply infrastructure.

Section 3.6, Energy, of this IS/MND discusses the Project's energy requirements (i.e., electricity, fuel consumption, and natural gas consumption). The proposed Project would consume nominal amounts of electricity and natural gas when compared to what is currently being generated and being consumed within the City of Redlands and within the region. The energy suppliers would have enough electricity and natural gas to adequately serve the proposed Project once it is developed and operational. According to the Project site plans, no existing electrical/natural gas infrastructure would need to be moved on site, and the proposed Project would connect into the existing utilities from off-site locations. As such, implementation of the proposed Project would not require or result in the relocation or construction of new or expanded electricity or natural gas supply infrastructure, and there would be **no impact.**

Overall, impacts would be **less than significant,** and no mitigation measures are warranted.

b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less than Significant Impact

Discussion of Effects: Water services are provided to the City and the Project site by the City's Municipal Utilities Department, which is party to the Upper Santa Ana River Watershed Integrated Regional Water Management Plan, which indicates the region is highly dependent on local water supplies. In particular, precipitation stored as groundwater provides approximately 67 percent of supplies during average years and over 70 percent of supplies during drought years.[2] Based on the CalEEMod results, the Project's expected water usage would be 32.62 afy.

[1] *City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, SCH #2016081041.* Page 3.13-18. City of Redlands. July 21, 2017.

[2] *Upper Santa Ana River Watershed Integrated Regional Water Management Plan.* Page ES-2. City of Redlands Municipal Utilities and Engineering Department, January 2015.

According to the City's General Plan EIR, during normal year water supply, the City would have a surplus of 28,383 acre feet in the year 2035.[1] During multiple dry years, the City would have a surplus of between 23,118 acre feet (third year) and 32,556 acre feet (first year) in the year 2035. Based on the Project's anticipated water demand of 32.62 afy, the proposed Project would demand up to 0.14 percent of the City's surplus water in 2035 during the third year of a worst-case multiple dry year scenario.[2] Since the City has sufficient water supplies to meet current and future development consistent with its General Plan through the year 2035, additional water storage and treatment facilities are not anticipated to be required through build out of the General Plan in 2035.[3] Impacts would be **less than significant,** and no mitigation is required.

c. Would the project result in a determination by the wastewater treatment provider, which serves or may serve the project, that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less than Significant Impact

Discussion of Effects: Please refer to the discussion under Threshold 3.19(a) above. Based on modeled flows, the proposed Project would contribute approximately 0.12 percent of the current wastewater treatment rates of the Redlands Wastewater Treatment Facility. The Redlands Wastewater Treatment Facility would have adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments, and impacts would be **less than significant.**

d. Would the project generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

Less than Significant Impact

Discussion of Effects: Solid waste in the City of Redlands is primarily disposed of at the California Street Landfill which is operated by the City's Facilities and Community Services Department and the San Timoteo Sanitary Landfill operated by San Bernardino County. The California Street Landfill, located at 2151 Nevada Street in Redlands, accepts a maximum of 829 tons of solid waste per day, and as of July 25, 2018, has a remaining capacity of 5,168,162 cubic yards. The maximum permitted capacity is 11,400,000 cubic yards and it is anticipated to reach full capacity by 2042. This landfill currently accepts the following types of solid waste: construction/demolition debris, mixed municipal, other designated, and sludge (biosolids).[4] The San Timoteo Sanitary Landfill, located at San Timoteo Canyon Road in Redlands, accepts a maximum of 2,000 tons of solid waste per day, and as of April 30, 2019, has a remaining capacity of 12,360,396 cubic California Street Landfill's yards. The San Timoteo

1 *City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, SCH #2016081041.* Page 3.14-20. City of Redlands. July 21, 2017.

2 32.62 afy of project demand ÷ 23,118 afy water surplus in 2035 during the third year of a worst-case multiple dry year scenario = 0.14 percent of the City's surplus water.

3 *City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, SCH #2016081041.* Pages 3.14-20, 3.14-27, and 3.14-28. City of Redlands. July 21, 2017.

4 CalRecycle. 2022. Solid Waste Information System (SWIS) Facility Detail, California Street Landfill (36-AA-0017). Website: https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/1855?siteID=2637/ (accessed December 9, 2022).

Sanitary Landfill's maximum permitted capacity is 22,685,785 cubic yards and it is anticipated to reach full capacity by 2039.[1]

The Project site is currently undeveloped and under existing conditions, produces no solid waste. Implementation of the proposed Project would increase the site's population by 97 residents. Based on the CalEEMod results for the proposed Project, the proposed Project would generate an estimated 34.3 tons of solid waste per year (0.094 tons per day). The 0.091 tons per day of solid waste generated by the proposed Project would be 0.01[2] percent of the maximum solid waste accepted per day by the California Street Landfill and 0.005[3] percent of the maximum solid waste accepter per day at the San Timoteo Sanitary Landfill. Overall, the proposed Project solid waste generation contribution to these landfills would be nominal and would not exceed the daily permitted capacities of these facilities. Impacts would be **less than significant,** and no mitigation measures are warranted.

e. Would the project comply with Federal, State, and local management and reduction statutes and regulations related to solid waste?

No Impact

Discussion of Effects: All land uses within the City that generate waste are required to coordinate with a waste hauler to collect solid waste on a common schedule as established in applicable local, regional, and State programs. Additionally, all development within the City, including the proposed Project, is required to comply with applicable elements of AB 1327, Chapter 18 (California Solid Waste Reuse and Recycling Access Act of 1991), AB 939 (CalRecycle), and other local, State, and federal solid waste disposal standards.

The proposed Project would be required to comply with applicable provisions of AB 1327, AB 939, and AB 341 related to solid waste as a matter of policy. Impacts would be **less than significant,** and no mitigation measures are warranted.

1 Ibid.
2 0.094 tons per day / 829 tons per day = 0.000113.
3 0.094 tons per day / 2,000 tons per day = 0.0000469.

3.20 WILDFIRE

If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

a. Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

Less Than Significant Impact

Discussion of Effect: Please refer to the Response 3.9(f) of this IS/MND for a discussion on impacts pertaining to the Project's potential to substantially impair an adopted emergency response plan or emergency evacuation plan. **Less than significant impacts** would occur, and no mitigation is required.

b. Would the project due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

Less than Significant Impact

Discussion of Effect: The Project site is within a Local Responsibility Area (LRA) Non-Very High Fire Hazard Severity Zone according to CAL FIRE mapping.[1] The General Plan EIR, Figure 3.7-3, indicates that the Project site is located in an area designated as a Moderate Fire Level Threat.[2] Areas of High,

[1] CAL FIRE. Fire Hazard Severity Zones Maps, City of Redlands Map. Website: https://osfm.fire.ca.gov/media/5949/redlands.pdf (accessed November 21, 2022).

[2] City of Redlands, Revised Draft Environmental Impact Report for the Redlands General Plan Update and Climate Action Plan, Chapter 3.7: Hazards and Hazardous Materials, Figure 3.7-3: Fire Hazards and Fire Safety Services.

Very High and Extreme Fire Threat Level lands are located over 4 miles south and southeast of the Project site. Areas within the Santa Ana River wash, which is adjacent to the Project site, indicates a Little or No Threat for wildfire. No hillside areas or natural areas prone to wildfires are located in the immediate Project vicinity as this area of Redlands is urbanized with single-family residential neighborhoods. Although the Project site is adjacent to the natural area of the Santa Ana River wash, this area is not prone to wildfires. Winds may push wildfire smoke into the area of the proposed Project; however, these conditions would be temporary and if conditions warranted, the local air quality control district would warn residents of potential impacts due to wildfire smoke. The proposed Project would be required to implement and abide to Redlands General Plan policies (specifically Policies 7-A.83 through 7-A.106) that promote fire safety through agency cooperation and management of risk factors; adhere to applicable building and fire codes; and implement existing programs such as weed abatement and education under the Redlands Fire Department; all of which would reduce the wildfire risk at the Project site. Due to the nature of the Project vicinity, on-site and adjacent areas have minimal capability to support a wildfire. Impacts related to this issue would be **less than significant**; therefore, no mitigation is warranted.

c. Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may result in temporary or ongoing impacts to the environment?

No Impact

Discussion of Effect: The Project is located an urbanized area served by existing water and roadway infrastructure and does not require the installation or maintenance of wildland protection features such as fire roads, fuel breaks, or emergency water sources. In the absence of any need for such features, **no impact** (temporary or ongoing) would result from development of the proposed uses. No mitigation is required.

d. Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact

Discussion of Effect: Similar to adjacent properties, the Project site is generally flat. No hillside areas or natural areas prone to wildfire are located in the immediate Project vicinity. Although the Project site is adjacent to the natural area of the Santa Ana River wash, this area is not prone to wildfires. As the Project would not expose persons or structures to post-fire slope instability or post-fire drainage, **no impact** would occur. In the absence of any impact, no mitigation is required.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

Does the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
c. Have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant with Mitigation Incorporated

Discussion of Effects: The proposed Project's impacts to biological resources and cultural resources were analyzed in this IS/MND, and all direct, indirect, and cumulative impacts were determined to have **no impact,** a **less than significant impact,** or reduced to a **less than significant impact** with implementation of mitigation. No endangered or threatened species were identified within the proposed limits of disturbance, and the implementation of the proposed Project would not cause fish or wildlife populations to drop below self-sustaining levels or restrict the movement/ distribution of rare or endangered species. With implementation of **Mitigation Measures BIO-1** and **BIO-2**, potential impacts to any threatened or endangered species or associated habitat would be

reduced to a **less than significant** level. In addition, potential impacts to migratory and nesting birds would be reduced to a **less than significant** level with implementation of **Mitigation Measure BIO-3**.

Development of the proposed Project would not affect known historic archaeological or paleontological resources. There are no known unique ethnic or cultural values associated with the Project site, nor are known religious or sacred uses associated with the Project site. Implementation of **Mitigation Measures CUL-1 and CUL-2** would reduce impacts to known, unknown, or potential cultural resources that may be located within the Project site to **less than significant** levels. Furthermore, **Mitigation Measures TCR-1 and TCR-2** have been identified to address potential impacts if subsurface tribal cultural resources are encountered during construction operations. Additionally, the Applicant is required to comply with California Code of Regulations (CCR) Section 15064.5(e), California Health and Safety Code Section 7050.5, and Public Resources Code (PRC) Section 5097.98 as a matter of policy in the event human remains are encountered at any time. To ensure an exclusionary buffer of 100 feet around any encounter with human remains**, Regulatory Compliance Measure CUL-3** is required. Adherence to **Mitigation Measures CUL-1, CUL-2, TCR-1, and TCR-2,** and **Regulatory Compliance Measure CUL-3**, as well as regulations governing human remains, would reduce potential impacts to cultural and paleontological resources to **less than significant with implementation of mitigation**.

With the aforementioned mitigation measures and regulatory compliance measures, impacts to biological resources and cultural resources would be **less than significant with mitigation incorporated**.

Mitigation: Previously identified **Mitigation Measures CUL-1, CUL-2, TCR-1, and TCR-2**.

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

Less Than Significant Impact

Discussion of Effects: The proposed Project has either no impact, a less than significant impact, or a less than significant impact with mitigation incorporated with respect to all environmental issues pursuant to CEQA. Due to the limited scope of direct physical impacts to the environment associated with the proposed Project, the Project's impacts are primarily project specific in nature.

The cumulative effects resulting from build out of the City's General Plan were previously identified in the General Plan EIR. The type, scale, and location of the proposed Project is consistent with the General Plan. Because of this consistency, the potential cumulative impacts of the proposed Project would fall within the impacts identified in the City's General Plan EIR. The Applicant is required to pay "fair share" development impact fees associated with the proposed Project. The proposed Project would have a **less than cumulatively considerable impact**.

c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant with Mitigation Incorporated

Discussion of Effects: Based on the analysis provided throughout this IS/MND, with incorporation of mitigation measures and regulatory compliance measures, the proposed Project would not result in any environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly. Potential impacts on human beings would be **less than significant with mitigation incorporated.**

4.0 MITIGATION MONITORING AND REPORTING PROGRAM

4.1 MITIGATION MONITORING REQUIREMENTS

Public Resources Code (PRC) Section 21081.6 (enacted by the passage of Assembly Bill 3180) mandates that where significant effects have been identified, the following requirements shall apply to all reporting or mitigation monitoring programs:

- The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes that have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead agency or a responsible agency, prepare and submit a proposed reporting or monitoring program.

- The lead agency shall specify the location and custodian of the documents or other materials that constitute the record of proceedings upon which its decision is based.

- A public agency shall provide measures to mitigate or avoid significant effects on the environment that are fully enforceable through permit conditions, agreements, or other measures. Conditions of project approval may be set forth in referenced documents that address required mitigation measures or, in the case of the adoption of a plan, policy, regulation, or other project, by incorporating the mitigation measures into the plan, policy, regulation, or project design.

- Prior to the close of the public review period for a Draft Mitigated Negative Declaration (MND), a responsible agency, or a public agency having jurisdiction over natural resources affected by the project, shall either (1) submit to the lead agency complete and detailed performance objectives for mitigation measures that would address the significant effects on the environment identified by the responsible agency or agency having jurisdiction over natural resources affected by the project, or (2) refer the lead agency to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to a lead agency by a responsible agency or an agency having jurisdiction over natural resources affected by the project shall be limited to measures that mitigate impacts to resources that are subject to the statutory authority of, and definitions applicable to, that agency. Compliance or noncompliance with that requirement by a responsible agency or agency having jurisdiction over natural resources affected by a project shall not limit the authority of the responsible agency or agency having jurisdiction over natural resources affected by a project, or the authority of the lead agency, to approve, condition, or deny projects as provided by this division or any other provision of law.

4.2 MITIGATION MONITORING PROCEDURES

This mitigation monitoring and reporting program has been prepared in compliance with PRC Section 21081.6. It describes the requirements and procedures to be followed by the City of Redlands (City) to ensure that all mitigation measures adopted as part of the proposed Texas Street Residential Project (Project) will be carried out as described in the Final IS/MND.

Table AE: Mitigation and Monitoring Reporting Program lists each of the mitigation measures (MM) and regulatory compliance measures (RCM) specified in the Draft IS/MND and identifies the party or parties responsible for implementation and monitoring of each measure.

Table AE: Mitigation and Monitoring Reporting Program

Draft IS/MND Mitigation Measures (MMs) or Regulatory Compliance Measures (RCMs)	Responsible Party/ Approving Agency	Timing for Mitigation Measure	Tracking
3.1: Aesthetics			
The proposed project would not result in any significant adverse impacts related to aesthetics. No mitigation is required.			
3.2: Agricultural and Forestry Resources			
The proposed project would not result in any significant adverse impacts related to agriculture and forestry resources. No mitigation is required.			
3.3: Air Quality			
The proposed project would not result in any significant adverse impacts related to air quality. No mitigation is required.			
3.4: Biological Resources			
MM BIO-1 To ensure no impacts to San Bernardino kangaroo rat (SBKR) occur from Project implementation the following measures shall be implemented prior to ground-disturbing activities: 1. A protocol focused trapping study for SBKR shall be conducted prior to ground-disturbing activities to determine the presence/absence of SBKR within the Project area and adjacent slope, consistent with the United States Fish and Wildlife Service's (USFWS) approved Survey Protocol for Determining Presence of San Bernardino Kangaroo Rats and the California Department of Fish and Wildlife (CDFW) Memorandum of Understanding. a. If no SBKRs are trapped on-site during the trapping study, the following avoidance and minimization measures shall be conducted prior to ground-disturbing activities. i. The limits of the Project disturbance shall be clearly marked with flagging or similar means. All mechanized equipment shall remain within the designated limits of disturbance. Construction personnel shall strictly limit their activities, vehicles, equipment, and construction materials to the designated work area. ii. All contractors and personnel involved in the construction shall receive environmental awareness training. The training shall be developed in consultation with a biological monitor and consist of an on-site or training center presentation with supporting materials (i.e., photographs, pamphlets, slides). The training shall provide information about federally/State-listed species, special-status species, and sensitive habitats occurring within the vicinity of the proposed limits of disturbance (i.e., SBKR, and Riversidian Alluvial Fan Sage Scrub [RAFSS]). iii. Immediately following the negative trapping results, a SBKR exclusion fence shall be installed around the proposed limits of disturbance. The exclusion fence shall be constructed to the following specification.	Qualified Biologist / Director of the City of Redlands Department of Development Services, or designee	Prior to any ground-disturbing activities.	☐

Table AE: Mitigation and Monitoring Reporting Program

Draft IS/MND Mitigation Measures (MMs) or Regulatory Compliance Measures (RCMs)	Responsible Party/ Approving Agency	Timing for Mitigation Measure	Tracking
iv. An approximately 4-foot-tall fence with 2 feet above ground and 2 feet below ground shall be installed around the entire disturbance area. The erect portion of the fencing shall be covered in a material that cannot be climbed or chewed through by SBKR. v. A qualified biological monitor, with SBKR experience, shall be present during initial clearing and grubbing activities and on a regular basis to ensure the exclusion fence is effective. The biological monitor shall have the authority to halt any and all construction activities. vi. The biological monitor shall supervise the installation of the SBKR exclusion fence around the proposed limits of disturbance. The biological monitor shall ensure that no burrows are impacted by fence installation, by avoiding burrows within 5 meters, if any. The wildlife agencies will be consulted if there are burrows within 5 meters of the fence to avoid take. vii. The biological monitor shall inspect the exclusion fence before leaving the job site in the evening and repair any opening in the fencing as necessary to exclude SBKR. viii. The biological monitor shall supervise the removal of the SBKR exclusion fence to ensure no SBKR burrows, if any, are impacted by fence removal. ix. Construction activities shall be limited to daylight hours to the extent feasible. If nighttime work is necessary, lighting shall be shielded away from the Santa Ana River floodplain north of the proposed limits of disturbance. Fixtures shall be shielded to downcast below the horizontal plane of the fixture height and mounted as low as possible. x. All permanent lighting fixtures within the completed development shall be shielded and directed away from the RAFSS habitat on the Santa Ana River floodplain north of the proposed limits of disturbance. b. If SBKR are trapped within the proposed limits of disturbance, Incidental Take Permits (ITPs) with the USFWS (Section 10 or Habitat Conservation Plan) and CDFW (Section 2081) shall be prepared and processed to allow for "take" authorization for SBKR and to mitigate for impacts to the species and loss of habitat. If SBKR are determined to be present, project construction shall not occur until "take" authorization and mitigation approval is received from the wildlife agencies and approve the mitigation.			

Table AE: Mitigation and Monitoring Reporting Program

Draft IS/MND Mitigation Measures (MMs) or Regulatory Compliance Measures (RCMs)		Responsible Party/ Approving Agency	Timing for Mitigation Measure	Tracking
MM BIO-2	Pre-construction surveys for Burrowing Owls on the Project site and in the surrounding area shall be conducted by a qualified biologist no more than 14 days prior to initiation of Project activities in accordance with guidelines identified by the CDFW 2012 Staff Report on Burrowing Owl Mitigation (State of California Natural Resources Agency, Department of Fish and Game, March 2012). If Project activities are delayed for more than 30 days (including the restarting of activities after Project/ground-disturbing delays of 30 days or more), additional surveys shall be completed, including but not limited to a take avoidance survey within 24 hours of ground disturbance. If burrowing owl(s) are not observed on site during any pre-construction surveys, a letter shall be prepared by the qualified biologist documenting the results of the survey. If burrowing owls are observed on the Project site during the pre-construction survey, a burrowing owl relocation plan shall be prepared by the Applicant and approved by the CDFW.	Qualified Biologist / Director of the City of Redlands Department of Development Services, or designee	No more than 14 days prior to initiation of Project activities.	☐
MM BIO-3	Nesting birds are protected pursuant to the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (Sections 3503, 3503.3, 3511, and 3513 of the California Fish and Game Code prohibit the take, possession, or destruction of birds, their nests or eggs). In order to protect migratory bird species, a nesting bird clearance survey shall be conducted prior to any ground disturbance or vegetation removal activities that may disrupt the birds during the nesting season. Consequently, if avian nesting behaviors are disrupted, such as nest abandonment and/or loss of reproductive effort, it is considered "take" and is potentially punishable by fines and/or imprisonment. If construction occurs between February 1 and August 31, a pre-construction clearance survey for nesting birds shall be conducted within three (3) days of the start of any vegetation removal or ground-disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey shall document a negative survey with a brief letter report indicating that no impacts to active avian nests would occur. If an active avian nest is discovered during the pre-construction clearance survey, the biologist shall establish protective buffers surrounding the nest site in which no disturbance activities shall occur until the nesting activity is completed and the nesting has either failed or the young have fledged. The size of the no-disturbance buffer shall be determined by the wildlife biologist and shall depend on the level of noise and/or surrounding anthropogenic disturbances, line of sight between the nest and the construction activity, type and duration of construction activity, ambient noise, species habituation, and topographical barriers. These factors shall be evaluated on a case-by-case basis when developing buffer distances. Limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or other appropriate barriers; and construction personnel shall be instructed on the	Qualified Biologist / Director of the City of Redlands Department of Development Services, or designee	No more than 3 days prior to any vegetation removal or ground-disturbing activities.	☐

Table AE: Mitigation and Monitoring Reporting Program

Draft IS/MND Mitigation Measures (MMs) or Regulatory Compliance Measures (RCMs)		Responsible Party/ Approving Agency	Timing for Mitigation Measure	Tracking
	sensitivity of nest areas. A biological monitor shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. As noted above, once the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, construction activities within the buffer area can occur.			
3.5: Cultural Resources				
MM CUL-1	Prior to the issuance of a grading permit, the Applicant shall provide the Director of the City of Redlands Department of Development Services, or designee, with evidence that it has retained the services of a qualified archaeologist that meets the Secretary of the Interior standards on an on-call basis. In the event that cultural resources are discovered during Project activities, all work in the immediate vicinity of the find (within a 100-foot buffer) shall cease and the Project archaeologist shall assess the find and determine appropriate treatment. Work on the other portions of the Project outside of the buffered area may continue during this assessment period.	Qualified Archaeologist / Director of the City of Redlands Department of Development Services, or designee	Prior to the issuance of a grading permit.	☐
MM CUL-2	If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the qualified archaeologist shall develop a Monitoring and Treatment Plan for the remainder of the Project site. The Monitoring and Treatment Plan shall be developed in coordination with the Applicant and the City. The Applicant shall secure a monitoring agreement with the archaeologist prior to the recommencement of work, and the archaeologist shall monitor during the remainder of the ground disturbance activities on the Project site and implement the Plan accordingly.	Qualified Archaeologist / Director of the City of Redlands Department of Development Services, or designee	Prior to the recommencement of work, and for the remainder of the ground-disturbing activities.	☐
RCM CUL-3	In the event that human remains or funerary objects are encountered on the Project site during any construction activities associated with the Project, work within 100 feet of the discovery shall be redirected and the County Coroner notified immediately consistent with the requirements of California Code of Regulations (CCR) Section 15064.5(e). State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. If the remains are determined to be Native American, the County Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). With the permission of the property owner, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Consistent with CCR Section 15064.5(d), if the remains are determined to be Native American and an MLD is notified, the Applicant shall	Construction Contractor and County Coroner / Director of the City of Redlands Department of Development Services, or designee	During construction activities.	☐

Table AE: Mitigation and Monitoring Reporting Program

Draft IS/MND Mitigation Measures (MMs) or Regulatory Compliance Measures (RCMs)		Responsible Party/ Approving Agency	Timing for Mitigation Measure	Tracking
	consult with the MLD as identified by the NAHC to develop an agreement for treatment and disposition of the remains. Prior to the issuance of grading permits, the Director of the City of Redlands Department of Development Services, or designee, shall verify that all grading plans specify the requirements of CCR Section 15064.5(e), State Health and Safety Code Section 7050.5, and PRC Section 5097.98, as stated above.			
3.6: Energy				
The proposed project would not result in any significant adverse impacts related to energy. No mitigation is required.				
3.7: Geology and Soils				
SC GEO-1	**Compliance with applicable California Building Code and Project-specific Geotechnical Recommendations**. Prior to the approval of grading and/or building permits, the Applicant shall provide evidence to the City of Redlands for review and approval that on-site structures, features, and facilities have been designed and will be constructed in conformance with applicable provisions of the California Building Code in effect at the time of City review and the recommendations cited in the Project-specific Geotechnical and Infiltration Evaluation Report. This measure shall be implemented to the satisfaction of the Director of the City of Redlands Department of Development Services, Building and Safety Division, or designee.	Applicant / City of Redlands, or designee	Prior to the approval of grading and/or building permits.	☐
MM GEO-1	Prior to commencement of any grading activity on the Project site, the Applicant shall retain a qualified paleontologist, subject to the review and approval of the Director of the City of Redlands Department of Development Services, Planning Division, or designee. The qualified paleontologist shall attend the pre-construction meeting and be on site during all rough grading and other significant ground-disturbing activities. In the event that paleontological resources (e.g., fossils) are unearthed during grading, the paleontology monitor shall temporarily halt and/or divert grading activity to allow recovery of paleontological resources. The area of discovery shall be roped off with a 50-foot radius buffer. Once documentation and collection of the find is completed, the monitor shall remove the rope and allow grading to recommence in the area of the find. The paleontologist shall prepare a Paleontological Resources Impact Mitigation Program (PRIMP) for the proposed Project. The PRIMP shall be consistent with the guidelines of the Society of Vertebrate Paleontology (SVP).	Qualified Paleontologist / Director of the City of Redlands Department of Development Services, Planning Division, or designee	Prior to the commencement of any grading activities. During all rough grading and other significant ground-disturbing activities.	☐
3.8: Greenhouse Gas Emissions				
The proposed project would not result in any significant adverse impacts related to greenhouse gas emissions. No mitigation is required.				
3.9: Hazards and Hazardous Materials				
The proposed project would not result in any significant adverse impacts related to hazards and hazardous materials. No mitigation is required.				

Table AE: Mitigation and Monitoring Reporting Program

Draft IS/MND Mitigation Measures (MMs) or Regulatory Compliance Measures (RCMs)		Responsible Party/ Approving Agency	Timing for Mitigation Measure	Tracking
3.10: Hydrology and Water Quality				
RCM HYD-1	**Construction General Permit.** Prior to issuance of a grading permit, the Applicant shall obtain coverage under the State Water Resources Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction and Land Disturbance Activities (Order No. 2022-0057-DWQ, NPDES No. CAS000002) (Construction General Permit). This shall include submission of Permit Registration Documents (PRDs), including a Notice of Intent for coverage under the permit to the SWRCB via the Stormwater Multiple Application and Report Tracking System (SMARTS). The Applicant shall provide the Waste Discharge Identification Number (WDID) to the Director of the City of Redlands Department of Municipal Utilities and Engineering, or designee, to demonstrate proof of coverage under the Construction General Permit. Project construction shall not be initiated until a WDID is received from the SWRCB and is provided to the City, or designee. A Stormwater Pollution Prevention Plan (SWPPP) shall be prepared and implemented for the proposed Project in compliance with the requirements of the Construction General Permit. The SWPPP shall identify construction Best Management Practices (BMPs) to be implemented to ensure that the potential for soil erosion and sedimentation is minimized and to control the discharge of pollutants in storm water runoff as a result of construction activities. Upon completion of construction and stabilization of the site, a Notice of Termination shall be submitted via SMARTS.	Applicant / Director of the City of Redlands Department of Municipal Utilities and Engineering, or designee	Prior to issuance of a grading permit.	☐
RCM HYD-2	Prior to the commencement of any land disturbing activities, the Applicant shall obtain coverage under the Construction General Permit and develop a Stormwater Pollution Prevention Plan to the City for review and approval that incorporates Best Management Practices to protect water quality during construction activities pursuant to Section 13.54 of the City Municipal Code.	Applicant / Director of the City of Redlands Department of Municipal Utilities and Engineering, or designee	Prior to the commencement of any land disturbing activities.	☐
RCM HYD-3	Prior to issuance of a grading permit, the Applicant shall submit a Final Water Quality Management Plan (Final WQMP) to the Director of the City of Redlands Department of Development Services review and approval in compliance with the requirements of the Santa Ana RWQCB's NPDES Permit Waste Discharge Requirements for the San Bernardino County Flood Control District, the County of San Bernardino, and the Incorporated Cities of San Bernardino County Within the Santa Ana Region Area-Wide Urban Stormwater Runoff Management Program (Order No. R8-2010-0036, NPDES No. CAS618036) (San Bernardino County MS4 Permit). The Final WQMP shall specify the BMPs to be incorporated into the Project design to target pollutants of concern in storm water runoff from the Project site and the necessary operation and maintenance activity for each BMP. The City shall ensure that the BMPs specified in the Final WQMP are incorporated into the final Project design. The	Applicant / Director of the City of Redlands Department of Development Services, Planning Division, or designee	Prior to issuance of a grading permit.	☐

Table AE: Mitigation and Monitoring Reporting Program

Draft IS/MND Mitigation Measures (MMs) or Regulatory Compliance Measures (RCMs)		Responsible Party/ Approving Agency	Timing for Mitigation Measure	Tracking
	proposed BMPs specified in the Final WQMP shall be incorporated into the grading and development plans submitted to the City for review and approval. Project occupancy and operation shall be in accordance with the schedule outlined in the WQMP.			
3.11: Land Use and Planning				
The proposed project would not result in any significant adverse impacts related to land use and planning. No mitigation is required.				
3.12 Mineral Resources				
The proposed project would not result in any significant adverse impacts related to mineral resources. No mitigation is required.				
3.13: Noise				
SC NOI-1	**Compliance with Sections 8.06.090F (Noise Disturbances Prohibited) and Chapter 8.06.120 (Exemptions) of the City of Redlands Municipal Code.** Construction activities, including operating or causing the operation of any tools or equipment used in site preparation, construction, drilling, repair, alteration, grading, paving, and/or architectural coating shall be restricted to the hours of 7:00 a.m. to 6:00 p.m. Mondays through Saturdays, and are prohibited at any time on Sundays and holidays. All mobile or stationary internal combustion engine-powered equipment or machinery shall be equipped with exhaust and air intake silencers in proper working order and shall be maintained so that vehicles and their loads are secured from rattling and banging.	Construction Contractor / City of Redlands	During all construction activities.	☐
3.14: Population and Housing				
The proposed project would not result in any significant adverse impacts related to population and housing. No mitigation is required.				
3.15: Recreation				
The proposed project would not result in any significant adverse impacts related to recreation. No mitigation is required.				
3.16: Public Services				
The proposed project would not result in any significant adverse impacts related to public services. No mitigation is required.				
3.17: Transportation				
The proposed project would not result in any significant adverse impacts related to transportation. No mitigation is required.				
3.18: Tribal Cultural Resources				
MM TCR-1	The Yuhaaviatam of San Manuel Nation (YSMN) Cultural Resources Department shall be contacted regarding any pre-contact cultural resources discovered during Project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. YSMN shall have the option of placing a tribal monitor on-site during ground-disturbing activities within previously undisturbed soil for the remainder of the Project.	Construction Contractor / The Yuhaaviatam of San Manuel Cultural Resources Department	During ground-disturbing activities.	☐

Table AE: Mitigation and Monitoring Reporting Program

Draft IS/MND Mitigation Measures (MMs) or Regulatory Compliance Measures (RCMs)		Responsible Party/ Approving Agency	Timing for Mitigation Measure	Tracking
MM TCR-2	Any and all archaeological documents created as a part of the Project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the Applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or Applicant shall, in good faith, consult with YSMN throughout the life of the Project.	Applicant and the City of Redlands / The Yuhaaviatam of San Manuel Cultural Resources Department	Throughout the life of the Project.	☐
3.19: Utilities and Service Systems				
The proposed project would not result in any significant adverse impacts related to utilities and service systems. No mitigation is required.				
3.19: Wildfire				
The proposed project would not result in any significant adverse impacts related to wildfire. No mitigation is required.				

5.0 REFERENCES

California Air Resources Board (ARB). Air Quality Standards and Area Designations. Website: http://www.arb.ca.gov/desig/desig.htm (accessed December 2022).

California Code of Regulations Title 14, Division 6, Chapter 3, Article 13, Section 15206(b).

_____. Title 14, Chapter 3, Sections 15000 through 15387.

California Department of Education, Data Quest Website: Enrollment by Grade - Redlands Unified (CA Dept of Education) (accessed November 21, 2022).

California Department of Fish and Wildlife (CDFW) (formerly California Department of Fish and Game). 2012. Staff Report on Burrowing Owl Mitigation. March 2012.

California Department of Forestry and Fire Protection (CAL FIRE). Fire Hazard Severity Zones Maps. City of Redlands Map. Website: https://osfm.fire.ca.gov/ media/5949/redlands.pdf (accessed December 13, 2022).

California Department of Resources Recycling and Recovery (CalRecycle). 2017. Website: https://www2.calrecycle.ca.gov/Publications/Details/1612 (accessed December 2022).

_____. 2022. Solid Waste Information System (SWIS) Facility Detail, California Street Landfill (36-AA-0017). Website: https://www2. calrecycle.ca.gov/SWFacilities/Directory/36-AA-0017/Detail/ (accessed December 9, 2022).

California Department of Transportation (Caltrans). 2022. *California Scenic Highway Mapping System*. California Department of Transportation. Website: http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/ (accessed November 10, 2022).

_____. *Caltrans Highway Design Manual (HDM).*

California Department of Water Resources (DWR). 2016. Groundwater Exchange. Website: https://groundwaterexchange.org/basin/upper-santa-ana-valley-3/ (accessed January 18, 2023).

California Energy Commission (CEC). 2015. Medium and Heavy-Duty Truck Prices and Fuel Economy 2013–2026. Website: efiling.energy.ca.gov/getdocument.aspx?tn=206180 (accessed December 2022).

_____. 2017. *2017 Integrated Energy Policy Report.* Publication Number: CEC-100-2017-001-CMF.

_____. 2021a. 2021 Total System Electric Generation. Website: https://www.energy.ca.gov/data-reports/energy-almanac/california-electricity-data/2020-total-system-electric-generation (accessed December 2022).

_____. 2021b. Electricity Consumption by County and Entity. Website: http://www.ecdms.energy.ca.gov/elecbycounty.aspx and http://www.ecdms.energy.ca.gov/elecbyutil.aspx (accessed December 2022).

_____. 2021c. Gas Consumption by County and Entity. Website: http://www.ecdms.energy.ca.gov/gasbycounty.aspx and http://www.ecdms.energy.ca.gov/gasbyutil.aspx (accessed December 2022).

_____. 2022. 2022 *Integrated Energy Policy Report Update.* California Energy Commission. Docket Number: 22-IEPR-01.

City of Redlands. 2017. *City of Redlands Climate Action Plan.* December. Website: Microsoft Word - Final_Redlands CAP_2017_011718_CR.docx (cityofredlands.org) (accessed December 2022).

_____. 2017. *Revised Draft Environmental Impact Report for the Redlands General Plan Update and Climate Action Plan*. July 21, 2017. Website: https://www.cityofredlands.org/sites/main/files/file-attachments/Redlands_deir_compiled_lo_071917_0.pdf?1554321669 (accessed December 2022).

_____. 2020. *CEQA Assessment VMT Analysis Guidelines*, adopted July 2020.

_____. 2020. Land Use Zoning. Website: https://www.cityofredlands.org/zoning (accessed December 2022).

_____. 2022. Redlands General Plan Land Use Map. April 11, 2022. Website: https://www.cityofredlands.org/sites/main/files/file-attachments/generalplan2035.pdf?1649693557 (accessed November 22, 2022).

_____. 2022. City of Redlands – Zoning Map. April 11, 2022. Website: https://www.cityofredlands.org/sites/main/files/file-attachments/zoning.pdf?1649714270 (accessed November 22, 2022).

_____. *City of Redlands General Plan 2035.* Website: https://www.cityofredlands.org/post/planning-division-general-plan (accessed November 2022).

_____. Measure "U". Growth Management Initiative, *Principals of Managed Development*.

_____. Waste Water Treatment. Website. https://www.cityofredlands.org/post/wastewater-treatment (accessed December 2022).

City of Redlands Municipal Code, Chapter 12.52. Trees and Tree Protection along Streets and in Public Places.

_____. Municipal Code Chapter 13.54. Storm Drains.

_____. Municipal Code, Chapter 18.40. Suburban Residential District.

_____. Municipal Code, Section 8.06.070. Community Noise Control, Exterior Noise Limits.

_____. Municipal Code. Section 18.20.030. Urban residential or UR zone.

City of Redlands Municipal Utilities and Engineering Department (MUED). 2015. *Upper Santa Ana River Watershed Integrated Regional Water Management Plan.* City of Redlands Municipal Utilities and Engineering Department, January 2015.

Colton, Rodger D., Sheehan Fisher, and Colton Public Finance and General Economics. 2014. Assessing Rooftop Solar PV Glare in Dense Urban Residential Neighborhoods: Determining Whether and How Much of a Problem. November 16, 2014. Website: https://ww5.cityofpasadena.net/planning/wp-content/uploads/sites/56/2017/10/Colton-Roger-Assessing-Roof top-Solar-PV-Glare-in-Dense-Urban-Residential-Neighborhoods.pdf (accessed December 2022).

County of San Bernardino. 2021. Regional Greenhouse Gas Reduction Plan

ELMT Consulting, Inc. 2021. *Texas Street Project, City of Redlands, San Bernardino County, California (Assessor Parcel Number 0167-041-01) Delineation of State and Federal Jurisdictional Waters*. December.

_____. 2023. *Texas Street Project, City of Redlands, San Bernardino County, California (Assessor Parcel Number 0167-041-01) Biological Resources Assessment*. June 2021, Updated March 2023.

Federal Emergency Management Agency (FEMA). 2008. National Flood Insurance Program, Flood Insurance Rate Map, City of Redlands, California. Panel Number 06071C8704H. August 28, 2008.

Federal Highway Administration (FHWA). 1977. *Highway Traffic Noise Prediction Model*, FHWA RD 77-108.

_____. 2006. FHWA Highway Construction Noise Handbook. Roadway Construction Noise Model, FHWA HEP-06-015. DOT-VNTSC-FHWA-06-02. NTIS No. PB2006-109012. August.

Federal Transit Administration (FTA). 2018. *Transit Noise and Vibration Impact Assessment Manual*. FTA Report No. 0123. September. Website: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf (accessed December 2022).

Geotek, Inc. 2021a. *Geotechnical and Infiltration Evaluation Proposed 35-Lot Residential Development APN 167-041-01 Northeast of the Terminus of Texas Street Redlands, San Bernardino County, California,* July 30, 2021.

_____. 2021b. *Phase I and Limited Phase II Environmental Site Assessment* (*ESA*). July 23, 2021.

Google Earth Pro version 7.3.6.9285. December 2000-September 2022. 34°05’17.17” N, 117°11’22.90”W, 4380 feet eye altitude.

Harris, Cyril, ed. 1991. *Handbook of Acoustical Measurements and Noise Control*.

Huitt-Zollars, Inc. (Huitt-Zollars). 2022a. *Preliminary Drainage Report for Tentative Tract No. 20520.schei* September 13, 2022.

_____. 2022b. *Preliminary Water Quality Management Plan.* December 19, 2022.

Jack E. Leisch & Associated. *Turning Vehicle Templates: A Transportation Design Aid: Metric.* Institute of Transportation Engineers.

San Bernardino International Airport Authority (SBIAA). 2010. *Airport Layout Plan Narrative Report for San Bernardino International Airport*. November.

South Coast Air Quality Management District (SCAQMD). 1993. *CEQA Air Quality Handbook*

Southern California Association of Governments (SCAG). 2021. *SCAG 6th Cycle Final RHNA Allocation Plan,* March 4, 2021.

_____. 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy. Website: https://scag.ca.gov/read-plan-adopted-final-connect-socal-2020 (accessed December 2022).

TTLC Redlands Texas St, LLC. 2022. *Traffic Circulation Analysis for the Single-Family Residential Development Project (Tentative Tract Map No. 20520)*. October 14.

_____. 2023. *VMT Impact Assessment* for *TTLC Redlands Texas St., LLC Single-Family Residential Development Project* (VMT Impact Assessment) prepared by Linscott, Law & Greenspan, Engineers. January 9, 2023.

United States Army Corps of Engineers (USACE). 2008. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Version 2.0). J.S. Wakeley, R.W. Lichvar, and C.V. Noble, eds. ERDC/EL TR 08 28. Vicksburg, Mississippi: United States Army Engineer Research and Development.

United States Census Bureau. 2021. City of Redlands, QuickFacts, Estimated population, 2021. Website: http://www.census.gov/quickfacts/reedlandscitycalifornia/ (accessed November 21, 2022).

_____. 2022. City of Redlands, QuickFacts, Persons per household, 2017-2021. Website: http://www.census.gov/quickfacts/reedlandscitycalifornia/ (accessed December 9, 2022).

United States Department of Transportation (USDOT). 2017. "Table 4-23: Average Fuel Efficiency of U.S. Light Duty Vehicles." April 14, 2017. Website: https://www.bts.gov/archive/publications/national_transportation_statistics/table_04_23/ (accessed November 2022).

United States Environmental Protection Agency (EPA). 2022. Air Data Air Quality Monitors. Website: http://www.epa.gov/airdata/ad_maps.html (accessed December 2022).

RESOLUTION NO. 8516

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING TENTATIVE TRACT MAP NO. 20520, CONDITIONAL USE PERMIT NO. 1167 (PLANNED RESIDENTIAL DEVELOPMENT), AND STREET VACATION NO. 193, TO CONSTRUCT A SINGLE-FAMILY RESIDENTIAL PROJECT WITH A TOTAL OF 35 SINGLE-FAMILY LOTS, ADOPTION OF THE ASSOCIATED SOCIO-ECONOMIC COST/BENEFIT STUDY, AND ADOPTION OF AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION. THE PROJECT SITE IS APPROXIMATELY 14.69 ACRES LOCATED ON THE EAST SIDE OF TEXAS STREET APPROXIMATELY 500 FEET NORTH OF DOMESTIC AVENUE.

WHEREAS, TTLC Redland Texas St, LLC ("Applicant") has filed applications for Tentative Tract Map No. 20520 and Conditional Use Permit No. 1167 and Street Vacation No. 193 for a residential subdivision and Planned Residential Development for 35 single-family lots and six (6) lettered lots, on approximately 14.69 acres located on the east side of Texas Street approximately 500 feet north of Domestic Avenue (APN: 0167-041-01-0000) in the Agriculture (A-1) District referred to herein as the "Project" or "Project Entitlements"; and

WHEREAS, the Notice of Intent for the Initial Study and declaring the City's intent to adopt a Mitigated Negative Declaration for the Project was published for general circulation in the Redlands Daily Facts on April 20, 2023; and

WHEREAS, the Notice of Intent for the Initial Study was filed and posted at the County Clerk of the Board on April 20, 2023; and

WHEREAS, an Initial Study and Mitigated Negative Declaration ("MND") was prepared for the project and circulated for public review for a period of thirty days beginning on April 21, 2023, and concluding on May 23, 2023; and

WHEREAS, notice of the Planning Commission's public hearing for the Project and the related Project Entitlements was published in a newspaper of general circulation; and

WHEREAS, the Project is subject to the California Environmental Quality Act (CEQA), the City has prepared an Initial Study and exercised its own independent judgment and analysis, there is no substantial evidence that the proposed project may have a significant effect on the environment, the custodian of records is the Planning Division of the Development Services Department, and a Mitigated Negative Declaration has been prepared in accordance with the State CEQA Guidelines; and

WHEREAS, on August 8, 2023, the Planning Commission held a public hearing 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 August 8, 2023, the Planning Commission recommended approval of the Project to the City Council; and

WHEREAS, the MND and related materials for the project that were reviewed by the Planning Commission in making its recommendation have been forwarded to the City Council; and

WHEREAS, notice of the City Council's public hearing for the Project was published in a newspaper of general circulation by the City Clerk; and

WHEREAS, the City Council held a duly noticed public hearing for the Project on October 3, 2023, at which interested persons had the opportunity to provide verbal and written testimony on the Project and proposed Mitigated Negative Declaration (MND).

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

SECTION 1. CEQA Compliance. As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Initial Study and MND, related technical studies and analyses, public comments received, the Responses to Comments, and supporting documentation. The City Council determines that the MND and related documents contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project. The City Council finds that the MND was prepared in compliance with CEQA, and that the City complied with CEQA's procedural and substantive requirements.

SECTION 2. Independent Judgment of Lead Agency. The MND for the Project, prepared by the City's environmental consultant, reflects the City's independent judgment and analysis. The City has exercised independent judgment and analysis in accordance with Public Resources Code Section 21082.1(c)(3) in managing as appropriate the environmental consultant, and directing the consultant in the preparation of the MND. The City Council has independently reviewed and analyzed the MND and accompanying technical studies/reports, and finds that the MND reflects the independent judgment and analysis of the City.

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

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

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

SECTION 6. Custodian of Records. The custodian of documents and other material which constitute the record of proceedings upon which its decision is based is the Development Services Director or designee, and all records are located in the City's Development Services Department.

SECTION 7. SOCIO-ECONOMIC COST/BENEFIT STUDY. The Socio-Economic Cost/Benefit Study prepared by City staff found that the proposed project would not create any significant unmitigable physical blight or overburden public services in the community.

SECTION 8. FINDINGS FOR TENTATIVE TRACT MAP APPROVAL. The proposed Tentative Tract Map No. 20520 is hereby approved based upon the following findings, and subject to the Conditions of Approval from the Development Services Department, Planning Division and Land Use Engineering Division, attached hereto as Exhibits "A" and "B" respectively:

1. *The proposed map is consistent with the City's General Plan and Municipal Code.*

   The proposed map will be consistent with the Redlands General Plan and the Redlands Municipal Code. The proposed subdivision is designated in the General Plan land use map as Very Low Density Residential which permits up to 2.7 dwelling units per gross acre. The applicable zoning designation is Residential Estate (R-E) District, and the proposed density of 2.3 units per gross acre would be consistent with the General Plan land use designation. The application is consistent with the General Plan's policies 4-P.17 and 4-A.8 of the Livable Community chapter. In addition, RMC Chapter 18.144 for Planned Residential Developments allows a maximum density for property in the R-E, Residential Estate District up to 3 dwelling units per net acre.

   The Open Space provided, to be owned and maintained by the Homeowner's Association, complies with the open space requirements of RMC Chapter 18.144.200(A) by providing 20% of the total acreage of the PRD as recreational open space that can be easily accessed and enjoyed by residents of the PRD.

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

   The project site is physically suitable for the type of development. The existing site has a relatively flat topography within the development area and is large enough to subdivide the site into 35 lots with a minimum lot size of 7,200 square feet in accordance with the density and design requirements of the Redlands General Plan and the Redlands Municipal Code. All on-site and off-site improvements proposed as part of the project's design will meet all City standards and provide a safe and efficient environment for the residents. In addition, other similar residential development (i.e., single-family subdivisions) have been previously approved in the immediate vicinity of the project site.

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

The site is physically suitable for the density of the development. The proposed subdivision is designated in the General Plan land use map as Very Low Density Residential, which allows a maximum density of up to 2.7 dwelling units per gross acre. The project site's topography within the developable portion is not significantly sloped, the design of the subdivision will generally follow the grade of the site and will not require excessive grading to yield the number of lots proposed. Both the General Plan and the applicable zoning of the property allow development with this density. In addition, the Planned Residential Development Ordinance allows a maximum density for property in the R-E, Estate Residential district to not exceed 3 dwelling units per net acre. As indicated in the analysis in this staff report, the project proposes a density of 3 dwelling units per net acre, and the project site is physically suitable for the density of development.

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

The design of the subdivision and proposed improvements is not likely to cause substantial environmental damage or injure fish or wildlife or their habitat. The developable portions of the site do not contain any biological resources including fish or wildlife, and based on the Initial Study that has been prepared for the project, there are no environmental factors that cannot be mitigated to a level of less than significant.

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

The design of the subdivision or the type of improvements are not likely to cause serious public health problems. The proposed project would accommodate a single-family residential subdivision, and is not likely to cause any serious public health problems as the project is designed with improvements that meets all City and State building and fire codes, no offensive emissions or odors will be associated with the development, and the ambient noise will not affect residential properties because all noise will be mitigated to a level of less than significant.

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

The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. The project will improve pedestrian access in the immediate vicinity by constructing a public sidewalk on Texas Street and on the interior streets. The project will also construct an extension of the Santa Ana River

Trail. In addition, the project is responsible for installing or repairing associated street improvements such as curb, gutter, and sidewalk, adjacent to the project, consistent with City requirements.

7. *That pursuant to California Government Code Section 66474.4, of the Subdivision Map Act the land is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965.*

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

SECTION 9. FINDINGS FOR CONDITIONAL USE PERMIT APPROVAL The proposed Conditional Use Permit No. 1167 for a Planned Residential Development is hereby approved based upon the following findings, and subject to the Conditions of Approval from the Development Services Department, Planning Division and Land Use Engineering Division, attached hereto as Exhibits "A" and "B" respectively:

1. *That the proposed development will not adversely affect the applicable land use plans of the city.*

   The proposed subdivision will not adversely affect the land use plans of the City, as the property has been designated Very Low Density Residential, which allows up to 2.7 units per acre and the proposed subdivision is proposed with a maximum density of 2.3 units per gross acre. The proposed development meets all applicable development standards of the R-E, Estate Residential District and RMC Chapter 18.144 for Planned Residential Developments. The proposed project provides all two-story homes which are similar in scale to those of the surrounding neighborhoods and the project will not adversely affect the land use plans of the City.

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

   The proposed use will provide new single-family housing and a 2.5 acre park for the residents. An Initial Study/ Mitigated Negative Declaration (IS/MND) was prepared to fully analyzed potential environmental impacts as a result of the proposed project, all potential impacts are either considered less than significant or can be mitigated to a level that will be less than significant, The MND contains a total of fourteen mitigation measures that have been recommended to reduce potential impacts associated with Biological Resources, Cultural Resources, Geology & Soils, Hydrology, Noise, and Tribal Cultural Resources. With the implementation of these measures, impacts are reduced to a level that is less than significant and a Mitigated Negative Declaration is recommended.

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

The proposed development complies, with the City's General Plan. The proposal is consistent with the densities prescribed in the General Plan and Redlands Municipal Code pertaining to Planned Residential Developments, as explained in the staff report.

In addition, the project will meet all applicable development standards in the R-E, Suburban Residential District, RMC Chapter 18.144 for Planned Residential Developments, and other applicable provisions of the Redlands Municipal Code. The Open Space provided, to be owned and maintained by the Homeowner's Association, complies with the open space requirements of RMC Chapter 18.144.200(A) by providing 20% of the total acreage of the PRD as recreational open space that can be easily accessed and enjoyed by residents of the PRD.

4. *That the proposed development is appropriate at the proposed location.*

The proposed subdivision is appropriate at the proposed location because the development provides a single-family residential development consistent with existing residential uses within the vicinity and the sites existing General Plan designation of Very Low Density Residential. The project site is located adjacent to existing developed residential areas and incorporates improvements which will be similar to the surrounding residential neighborhoods. Utilities and services in the area are adequate to serve the proposed development and adjacent roadways have capacity to provide adequate vehicular access to the project's private street.

SECTION 10. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 3rd 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 3rd day of October, 2023.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
DEVELOPMENT SERVICES DEPARTMENT
CONDITIONS OF APPROVAL
TENTATIVE TRACT MAP NO. 20520
CONDITIONAL USE PERMIT NO. 1167
STREET VACATION NO. 193

1. This permit/approval is for Tentative Tract Map No. 20520 for a residential subdivision with thirty-five (35) single-family lots and six (6) lettered lots, and Conditional Use Permit No. 1167 for a Planned Residential Development with 35 single-family homes and related open space and site improvements. The project site is approximately 14.69 acres in size is located on the east side of Texas Street approximately 500 feet north of Domestic Avenue (APN: 0167-041-01-0000) in the Agriculture (A-1) District.

2. This permit/approval shall expire two (2) years from the date of project approval (will expire on August 8, 2025), unless construction has commenced pursuant to a building or engineering permit(s), or a time extension is granted in accordance with the Redlands Municipal Code pursuant to RMC Sections 17.07.110 and 17.07.120 (Subdivision Regulations) and RMC Section 18.192.090 (Conditional Use Permits).

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

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

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

6. The applicant shall record the subdivision by a final tract map. With the exception of model homes approved subject to a model home agreement, no building permits shall be issued until a final tract map has been recorded.

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

8. All off-site and on-site utilities shall be placed underground. Prior to approval of the final map the applicant shall submit plans to be approved by the Municipal Utilities and Engineering Director and the Development Services Director, that detail undergrounding of all utilities for the project.

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

10. Each unit shall have two (2) covered parking spaces as required by the Redlands Municipal Code.

11. Any landscaping and amenities on the common lots shall be maintained by a Homeowners Association.

12. Front yard landscaping for each lot shall be planted and installed prior to occupancy of the unit.

13. The applicant shall be required to submit a lighting plan to the Development Services Director for review and approval prior to the issuance of any building permits. The plan must include details such as beam spreads and/or photometric calculations that do not exceed the value one-half foot candle of illumination at the property line, location and type of fixtures, exterior colors, details on the foundation, and arrangement of exterior lighting.

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

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

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

17. Open space areas shall be fully landscaped including the installation of park amenities including the tot lot, play areas and the Santa Ana River Trail prior to occupancy of the ~~20th~~ 27th dwelling unit. * *Amended by the Planning Commission on August 8, 2023.*

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

19. Prior to the issuance of a building permit for walls over three feet in height, or open fences over four feet in height within the front yard setback, the developer shall obtain a Minor Exception Permit.

20. Prior to the issuance of a building permit for walls over six feet in height, the developer shall obtain a Minor Exception Permit.

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

22. Street Vacation No. 193 shall be recorded prior to any action on the Final Map.

23. The applicant shall construct the Santa Ana River Trail through Lot "A" along the Santa Ana River Bluff within the development. Trail alignment shall be coordinated with and incorporated into the Santa Ana River Trail Project with the San Bernardino County Parks Department. A public access and maintenance easement shall be dedicated to San Bernardino County prior to recordation of the Final Map.

24. The Development Services Director is authorized to approve minor modifications to the approval project plans or any of the conditions of approval if such modifications shall achieve substantially the same results as would strict compliance with said plans and conditions.

25. Landscape and Irrigation Plans shall be approved prior to the issuance of building permits. Landscape and Irrigation shall be submitted for plan check to the Development Services Department, Building & Safety Division, for distribution to other departments and for review and approval by the Development Services Director. Plans shall be in compliance with the Water Efficient Landscape Ordinance No. 2724 (Also known as Chapter 15.54 of the RMC).

26. All construction activities shall be limited to the hours between 7:00 a.m. to 6:00 p.m., and no construction activities permitted on Sundays and Federal Holidays.

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

28. The applicant shall establish a Home Owners Association (HOA) for the care and maintenance of groves and all other property improvements held in common ownership of the subdivision. The HOA shall be formed for the property, and Conditions, Covenants and Restrictions (CC&R's) shall be prepared, submitted for review and approval by the City Attorney, **prior to approval of the final map**. The HOA and the CC&R's shall cover the care and maintenance of all property and improvements held in common ownership of the subdivision and shall also cover the care and maintenance of parkways, groves, basins, and all lettered lots within the development.

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

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

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

    c. The project shall provide CC&Rs detailing the prohibition of recreational vehicle parking within side yards. Based on the requirements of Section 18.144.160(B) of the Redlands Municipal Code.

    d. CC&Rs shall detail the ownership and maintenance requirements for Lots A, through G, stating that the required open space areas for the project shall be owned and maintained by the Home Owners Association for the project in perpetuity.

30. All walls facing public areas or existing development to be built using decorative (split-face or slump stone) block.

31. Mitigation Measure BIO-1**:**

To ensure no impacts to San Bernardino kangaroo rat (SBKR) occur from Project implementation, the following measures shall be implemented prior to ground-disturbing activities:

1. A protocol focused trapping study for SBKR shall be conducted prior to ground-disturbing activities to determine the presence/absence of SBKR within the Project area and adjacent slope, consistent with the United States Fish and Wildlife Service's (USFWS) approved Survey Protocol for Determining Presence of San Bernardino Kangaroo Rats and the California Department of Fish and Wildlife's (CDFW) Memorandum of Understanding.

   a. If no SBKRs are trapped on-site during the trapping study, the following avoidance and minimization measures shall be conducted prior to ground-disturbing activities.

      i. The limits of the Project disturbance shall be clearly marked with flagging or similar means. All mechanized equipment shall remain within the designated limits of disturbance. Construction personnel shall strictly limit their activities, vehicles, equipment, and construction materials to the designated work area.

      ii. All contractors and personnel involved in the construction shall receive environmental awareness training. The training shall be developed in consultation with a biological monitor and consist of an on-site or training center presentation with supporting materials (i.e., photographs, pamphlets, slides). The training shall provide information about federally/State-listed species, special-status species, and sensitive habitats occurring within the vicinity of the proposed limits of disturbance (i.e., SBKR, and Riversidian Alluvial Fan Sage Scrub [RAFSS]).

      iii. Immediately following the negative trapping results, a SBKR exclusion fence shall be installed around the proposed limits of disturbance. The exclusion fence shall be constructed to the following specification.

      iv. An approximately 4-foot-tall fence with 2 feet above ground and 2 feet below ground shall be installed around the entire disturbance area. The erect portion of the fencing shall be covered in a material that cannot be climbed or chewed through by SBKR.

      v. A qualified biological monitor, with SBKR experience, shall be present during initial clearing and grubbing activities and on a regular basis to ensure the exclusion fence is effective. The biological monitor shall have the authority to halt any and all construction activities.

vi. The biological monitor shall supervise the installation of the SBKR exclusion fence around the proposed limits of disturbance. The biological monitor shall ensure that no burrows are impacted by fence installation, by avoiding burrows within 5 meters, if any. The wildlife agencies will be consulted if there are burrows within 5 meters of the fence to avoid take.

vii. The biological monitor shall inspect the exclusion fence before leaving the job site in the evening and repair any opening in the fencing as necessary to exclude SBKR.

viii. The biological monitor shall supervise the removal of the SBKR exclusion fence to ensure no SBKR burrows, if any, are impacted by fence removal.

ix. Construction activities shall be limited to daylight hours to the extent feasible. If nighttime work is necessary, lighting shall be shielded away from the Santa Ana River floodplain north of the proposed limits of disturbance. Fixtures shall be shielded to downcast below the horizontal plane of the fixture height and mounted as low as possible.

x. All permanent lighting fixtures within the completed development shall be shielded and directed away from the RAFSS habitat on the Santa Ana River floodplain north of the proposed limits of disturbance.

b. If SBKR are trapped within the proposed limits of disturbance, Incidental Take Permits (ITPs) with the USFWS (Section 10 or Habitat Conservation Plan) and CDFW (Section 2081) shall be prepared and processed to allow for "take" authorization for SBKR and to mitigate for impacts to the species and loss of habitat. If SBKR are determined to be present, project construction shall not occur until "take" authorization and mitigation approval is received from the wildlife agencies.

32. Mitigation Measure BIO-2:

Pre-construction surveys for burrowing owls on the Project site and in the surrounding area shall be conducted by a qualified biologist no more than 14 days prior to initiation of Project activities in accordance with guidelines identified by the CDFW 2012 Staff Report on Burrowing Owl Mitigation (State of California Natural Resources Agency, Department of Fish and Game, March 2012). If Project activities are delayed for more than 30 days (including the restarting of activities after Project/ground disturbing delays of 30 days or more), additional surveys shall be completed, including but not limited to a take avoidance survey within 24 hours of ground disturbance.

If burrowing owl(s) are not observed on site during any pre-construction surveys, a letter shall be prepared by the qualified biologist documenting the results of the survey.

If burrowing owls are observed on the Project site during the preconstruction survey, a burrowing owl relocation plan shall be prepared by the Applicant and approved by the CDFW.

33. Mitigation Measure BIO-3:

Nesting birds are protected pursuant to the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (Sections 3503, 3503.3, 3511, and 3513 of the California Fish and Game Code prohibit the take, possession, or destruction of birds, their nests or eggs). In order to protect migratory bird species, a nesting bird clearance survey shall be conducted prior to any ground disturbance or vegetation removal activities that may disrupt the birds during the nesting season. Consequently, if avian nesting behaviors are disrupted, such as nest abandonment and/or loss of reproductive effort, it is considered "take" and is potentially punishable by fines and/or imprisonment.

If construction occurs between February 1 and August 31, a preconstruction clearance survey for nesting birds shall be conducted within three (3) days of the start of any vegetation removal or ground-disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey shall document a negative survey with a brief letter report indicating that no impacts to active avian nests would occur. If an active avian nest is discovered during the pre-construction clearance survey, the biologist shall establish protective buffers surrounding the nest site in which no disturbance activities shall occur until the nesting activity is completed and the nesting has either failed or the young have fledged. The size of the no-disturbance buffer shall be determined by the wildlife biologist and shall depend on the level of noise and/or surrounding anthropogenic disturbances, line of sight between the nest and the construction activity, type and duration of construction activity, ambient noise, species habituation, and topographical barriers. These factors shall be evaluated on a case-by-case basis when developing buffer distances. Limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or other appropriate barriers; and construction personnel shall be instructed on the sensitivity of nest areas. A biological monitor shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. As noted above, once the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, construction activities within the buffer area can occur.

34. Mitigation Measure CUL-1:

Prior to the issuance of a grading permit, the Applicant shall provide the Director of the City of Redlands Department of Development Services, or designee, with evidence that it has retained the services of a qualified archaeologist that meets the Secretary of the Interior standards on an on call basis. In the event that cultural resources are discovered during Project activities, all work in the immediate vicinity of the find (within a 100-foot buffer) shall cease and the Project archaeologist shall assess the find and determine appropriate

treatment. Work on the other portions of the Project outside of the buffered area may continue during this assessment period.

35. Mitigation Measure CUL-2:

    If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the qualified archaeologist shall develop a Monitoring and Treatment Plan for the remainder of the Project site. The Monitoring and Treatment Plan shall be developed in coordination with the Applicant and the City. The Applicant shall secure a monitoring agreement with the archaeologist prior to the recommencement of work, and the archaeologist shall monitor during the remainder of the ground disturbance activities on the Project site and implement the Plan accordingly.

36. Mitigation Measure TCR-1:

    The Yuhaaviatam of San Manuel Nation (YSMN) Cultural Resources Department shall be contacted regarding any pre-contact cultural resources discovered during Project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. YSMN shall have the option of placing a tribal monitor on-site during ground-disturbing activities within previously undisturbed soil for the remainder of the Project.

37. Mitigation Measure TCR-2:

    Any and all archaeological documents created as a part of the Project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the Applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or Applicant shall, in good faith, consult with YSMN throughout the life of the Project.

38. Mitigation Measure GEO-1:

    Prior to commencement of any grading activity on the Project site, the Applicant shall retain a qualified paleontologist, subject to the review and approval of the Director of the City of Redlands Department of Development Services, Planning Division, or designee. The qualified paleontologist shall attend the pre-construction meeting and be on site during all rough grading and other significant ground-disturbing activities. In the event that paleontological resources (e.g., fossils) are unearthed during grading, the paleontology monitor shall temporarily halt and/or divert grading activity to allow recovery of paleontological resources. The area of discovery shall be roped off with a 50-foot radius buffer. Once documentation and collection of the find is completed, the monitor shall remove the rope and allow grading to recommence in the area of the find. The paleontologist shall prepare a Paleontological Resources Impact Mitigation Program (PRIMP) for the proposed Project. The PRIMP shall be consistent with the guidelines of the Society of Vertebrate Paleontology (SVP).

Building and Safety Division Conditions of Approval

39. When the Entitlement Review is approved submit complete construction drawings including structural calculations, energy calculations and a soils report to Building and Safety for plan review in accordance with the current edition of the California Building and Fire Codes including all local ordinances and standards which are effective at the time of Plan Check Submittal.

40. An accessible path of travel to play area / play structures is required in accordance with the State of California and ADA regulations.

Facilities and Community Services Department

41. The City maintains a list of acceptable street trees by species, by street name, and by tree district, pursuant to RMC 12.52.050. Street trees for public streets adjacent to the project must be selected from this approved list. Private street trees shall match the approved preliminary landscape plans or as approved by the Director of Development Services.

Other City Departments/Divisions:

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

    a. Land Use Engineering Division (Exhibit B)

_____

Brian Desatnik
Development Services Director

EXHIBIT B
LAND USE ENGINEERING DIVISION
CONDITIONS OF APPROVAL

[Attached]

REDLANDS DEVELOPMENT SERVICES DEPARTMENT
LAND USE ENGINEERING
DEVELOPMENT REQUIREMENTS
TENTATIVE TRACT MAP NO. 20520 AND CONDITIONAL USE PERMIT NO. 1167

Date of P.C. Meeting:	**August 8, 2023**
Applicant:	**Michael Torres, The True-Life Companies**
Location:	**500 Feet North of Domestic Avenue on the East Side of Texas Street (APN: 0167-041-01)**
Project Description:	**Subdivision and Construction of 35-Unit Planned Residential Development**

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

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

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

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal. Changes to the existing fee schedule in effect on 12/6/2021 are limited to those adjustments described in SB 330 and allowed in Government Code Section 65589.5 (o) 2. (A).

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

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

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

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

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

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

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

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

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

9. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

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

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

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

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

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

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

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

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

6. All off-site improvements shall be designed by a Civil Engineer licensed in the State of California. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking (RMC 17.17.060).

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

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

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

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

    a. Vacate to provide for 32 foot half street right-of-way width;
    b. Construct standard curb and gutter 20 feet east side of street centerline;
    c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
    d. Construct standard property line adjacent sidewalk along the entire street frontage and ramps at all curb returns;
    e. Install LED ornamental streetlight(s) (GE 29W Type IV Gray Cobrahead) or approved equal, with the equivalent illumination of a 100 watt sodium vapor street light. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;

f. Provide street trees avoiding sewer and water laterals as accepted by the Facilities and Community Services Department. Prepare and submit a separate street tree plan for City approval;
g. Construct standard offset cul-de-sac at street terminus as accepted by the City Engineer;
h. Construct pavement transition based on design speed of the street from the southerly project boundary to the south as accepted by the City Engineer;
i. Construct underwalk drain, if necessary;
j. Use traffic index of 6.0;
k. Install a minimum 8 inch diameter recycled water main including necessary valves and appurtenances if nonpotable water will be needed for irrigation of any nonfunctional turf areas;
l. Install residential fire hydrants as required by the Redlands Fire Department; and
m. Install a minimum 8 inch diameter sewer main with manholes and appurtenances.

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

a. Dedicate to provide for a 60 foot street right-of-way width including a corner cutoff at the property line return to accommodate a 25 foot radius curb return and pedestrian ramp;
b. Construct standard curb and gutter 18 feet both sides of street centerline;
c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
d. Construct standard property line adjacent sidewalk along the entire street frontage and ramps at all curb returns;
e. Install LED ornamental streetlight(s) (GE 29W Type IV Gray Cobrahead) or approved equal, with the equivalent illumination of a 100 watt sodium vapor street light. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;
f. Provide street trees avoiding sewer and water laterals as accepted by the Facilities and Community Services Department. Prepare and submit a separate street tree plan for City approval;
g. Construct standard cul-de-sac at street terminus;
h. Construct underwalk drain, if necessary;
i. Use traffic index of 5.0;
j. Install a minimum 8 inch diameter potable water main including necessary valves and appurtenances;
k. Install residential fire hydrants as required by the Redlands Fire Department; and
l. Install a minimum 8 inch diameter sewer main with manholes and appurtenances.

12. Requirements for Street "N" of Tentative Tract Map No. 20336 (RMC 17.15 and 17.17):

    a. Install a minimum 8-inch diameter sewer main with manholes and appurtenances approximately 500 feet from Texas Street to the easterly boundary of Tentative Tract Map No. 20336. Applicant is hereby notified that connection of the sewer from Tract No. 20520 to the sewer main in Street "N", as proposed by the applicant, can only occur if the sewer main in Street "N" has already been constructed by the developer of Tract No. 20336 or alternative arrangements have been made for construction of the sewer main in Avenue "N" westerly of the proposed point of connection. By acceptance of this condition, applicant waives any rights it may have pursuant to Government Code section 66462.5 and agrees that the City shall have no obligation pursuant to such section to take any action with respect to the final map, unless and until the City determines in its sole and absolute, but reasonable, discretion that the applicant has such sufficient title or interest. Through the acceptance of this condition, the City's relies upon the applicant's proposed sewer design.

13. Provide adequate drainage facilities, including but not limited to, installation of an adequately sized reinforced concrete storm drain (18" minimum diameter) along Texas Street as required by the City Engineer. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual to adequately size the storm drain facility (RMC 17.17).

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

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

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

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

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

17. As a condition of and prior to the final tract map approval, the applicant shall (1) petition the City for annexation of the property comprising Tentative Tract Map No. 20520 to the City's Community Facilities District No. 2004-1, or a similar City community facilities district, as designed by the City; (2) take actions reasonable or necessary to annex such property to community facilities district; and (3) pay the reasonable and actual costs incurred by the City in annexing the property to the community facilities district; all for the purpose of maintenance of street trees in the public rights-of-way. (California Community Facilities Act)

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

19. All off-site utilities shall be placed underground. The undergrounding shall include power poles located along the project site's street frontage(s) and may include power poles beyond the site's boundary as determined by Southern California Edison. Those overhead utility lines that are 66KV or greater will not be required to be undergrounded. Any power pole(s) that contain a streetlight will be required to install a standard streetlight, in accordance with the Municipal Utilities and Engineering Department's standards. Plans shall be submitted that detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer. (RMC 17.17.020)

20. Construct standard Community Trail through Lettered Lot "A" within the development as shown on Tentative Tract Map No. 20250 and as accepted by the City Engineer. Dedicate a public access easement for all trails within the development located outside of street right-of-way as accepted by the City Engineer. (RMC 17.17.020)

21. Construct an ADA compliant 12 foot wide walking bridge connecting Lot "A" to Israel Beal Park as accepted by the City Engineer and Building Official.

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

23. Dedication documents shall be prepared by a licensed land surveyor or registered civil engineer (registered prior to January 1982) in the State of California and must be submitted for review and approval before recordation. (California B&P Code 8761 and CCR 4411)

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

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

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

25. Survey and Monumentation cash bond must be posted.

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

27. Execute Subdivision Improvement Agreement (RMC 17.17.070).

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

1. Pay plan check fee as established per resolution. The amount is to be determined at plan check submittal. Changes to the existing fee schedule in effect on 12/6/2021 are limited to those adjustments described in SB 330 and allowed in Government Code Section 65589.5 (o) 2. (A).

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

3. Pay the required development impact fees per ordinance in effect on 12/6/2021 at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Changes to the existing fee schedule in effect on 12/6/2021 are limited to those adjustments described in SB 330 and allowed in Government Code Section 65589.5 (o) 2. (A).

Development Impact Fees shall include:

- Transportation Facilities; (RMC 3.54)
- Fire Facilities; (RMC 3.60)
- General Government Facilities; (RMC 3.60)
- Library Facilities; (RMC 3.60)
- Open Space/Park; (RMC 3.32)
- Police Facilities; (RMC 3.60)
- Storm Drain Facilities; (RMC 3.56)
- Water Capital Improvement Charge; (RMC 3.48)
- Recycled Water Capital Improvement Charge; (RMC 3.53)
- Water Source Acquisition Charge*; (RMC 13.40)
- Sewer Capital Improvement Charge; (RMC 3.44)
- Solid Waste Capital Improvement Charge; (RMC 3.70) and
- Water/Sewer/Recycled Water Frontage Charges*.(RMC 13.44 and

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

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

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

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

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

2. Pay the Water Source Acquisition Charge; (RMC 13.40)

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

4. Pay the Water Frontage Charges; (RMC 13.12) and

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

Note: Changes to the existing fee schedule in effect on 12/6/2021 are limited to those adjustments described in SB 330 and allowed in Government Code Section 65589.5 (o) 2. (A).

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

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

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

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

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

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

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

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

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

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

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. A recorded mylar copy of the Tract map shall be submitted, if not included in Item E.

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

4. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30-45 days for processing.

Donald Young

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

Initial

FILE: TM 20520

Recording requested by and
when recorded return to:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

RESOLUTION NO. 8517

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS FINDING THAT A PORTION OF EXCESS STREET RIGHT-OF-WAY THAT IS 1 FOOT IN WIDTH AND APPROXIMATELY 965 FEET IN LENGTH, AND TOTALING APPROXIMATELY 965 SQUARE FEET IN AREA, LOCATED ON THE EAST SIDE OF TEXAS STREET ALONG THE PROPERTY FRONTAGE TENTATIVE TRACT MAP NO. 20520 (APN: 0167-041-01-0000) IS UNNECESSARY FOR PRESENT OR PROSPECTIVE STREET PURPOSES AND ORDERING THE VACATION OF A PORTION OF SAID EXCESS RIGHT-OF-WAY (CITY OF REDLANDS STREET VACATION NO. 193)

WHEREAS, TTLC Redland Texas St, LLC, has submitted an application requesting vacation of a portion of excess street right-of-way that is one foot (1') in width and approximately 965 feet in length, and totaling approximately 965 square feet in area, located on the east side of Texas Street along the property frontage Tentative Tract Map No. 20520 (APN: 0167-041-01-0000), as more specifically described in Attachment "A", which is attached hereto and made part hereto (the "Street Vacation"); and

WHEREAS, the City is authorized to vacate all or part of a public street easement within the City pursuant to Streets and Highway Code section 8300 et seq.; and

WHEREAS, pursuant to Streets and Highway Code section 8340, the City may, for public convenience and necessity, reserve and except public service easements from the Street Vacation; and

WHEREAS, at its meeting on August 8, 2023, as required by Government Code Section 65402, the Planning Commission made a determination that the Street Vacation conforms to the City's General Plan; and

WHEREAS, on September 5, 2023, the City Council of the City of Redlands adopted Resolution No. 8511 declaring its intention to vacate such portion of Texas Street, and set a public hearing date and time for the proposed Street Vacation; and

WHEREAS, City staff has recommended that the proposed Street Vacation is exempt from environmental review under the California Environmental Quality Act ("CEQA"), pursuant to section 15061(b)(3) of the CEQA Guidelines for projects where there is no possibility of any environmental effects; and

WHEREAS, pursuant to Streets and Highways Code section 8320, the Redlands City Clerk published notice in a newspaper of general circulation, for two successive weeks prior to the hearing, and caused the posting of notices along the proposed Street Vacation two weeks prior to the date set for the public hearing, no more than 300 feet apart, with at least three notices posted; and

WHEREAS, on October 3, 2023, the City Council held a duly noticed public hearing on the Street Vacation and considered all verbal and written testimony provided by City staff and all interested persons.

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

Section 1. Approval of the Street Vacation is exempt from environmental review in accordance with the California Environmental Quality Act ("CEQA"), pursuant to section 15061(b)(3) of the State's CEQA Guidelines because, based on the information in the staff report and presented at this hearing, it can be seen with certainty that the approval of the Street Vacation will have no physical effect on the environment.

Section 2. The City Council having elected to proceed under the provisions of Streets and Highways Code Section 8300 et seq., and having held a public hearing as provided therein, finds from all evidence submitted that the Street Vacation is unnecessary for present or prospective public use, and that the public interest and convenience require the Street Vacation.

Section 3. Pursuant to Streets and Highways Code Section 8340, the City reserves and excepts from the Street Vacation a permanent easement for in-place and future public utility facilities.

Section 4. Pursuant to Streets and Highways Code section 892, the portion of the Street Vacation to be vacated is not useful as a non-motorized transportation facility.

Section 5. Pursuant to Streets and Highways Code section 8325, the City Clerk is hereby directed to cause a certified copy of this resolution to be recorded in the official records of the county of San Bernardino.

SIGNATURES ON NEXT PAGE

ADOPTED, SIGNED AND APPROVED this 3rd 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 3rd day of October, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Attachment A

Street Vacation No. 193

Legal Description and Plat Map

[Attached]

HUITT HZ ZOLLARS

R314568.01
7-21-2023
REVISED
7-28-2023

EXHIBIT "A"
LEGAL DESCRIPTION
STREET VACATION NO. 193

That portion of the Northwest Quarter of Section 15, Township 1 South, Range 3 West, San Bernardino Meridian, in the City of Redlands, County of San Bernardino, State of California, according to the official plat thereof, described as follows:

Beginning at the intersection of a line being parallel with and 32.00 feet Easterly of the Westerly line of said Northwest Quarter and the Northerly line of the land described in that certain Grant Deed recorded January 6, 2016, as Instrument No. 2016-0004616, of Official Records in the office of the County Recorder of said County, shown as having a bearing and distance of "N89°57'14"W 683.39' " on Tract Map No. 18988, in said City of Redlands, as shown on the map filed in Book 346, Pages, 19 through 28, inclusive, of Maps, in said office of the County Recorder; thence along said parallel line North 00°16'41" West 862.77 feet and North 00°17'59" West 96.73 feet to the beginning of a curve concave Easterly, having a radius of 35.00 feet; thence leaving said parallel line Northerly 8.40 feet along said curve through a central angle of 13°44'54" to a line being parallel with and 33.00 feet Easterly of said Westerly line; thence non-tangent along said parallel line South 00°17'59" East 105.05 feet and South 00°16'41" East 862.78 feet to said Northerly line; thence leaving said parallel line along said Northerly line South 89°57'14" West 1.00 feet to the Point of Beginning.

Containing an area of 965 square feet, more or less.

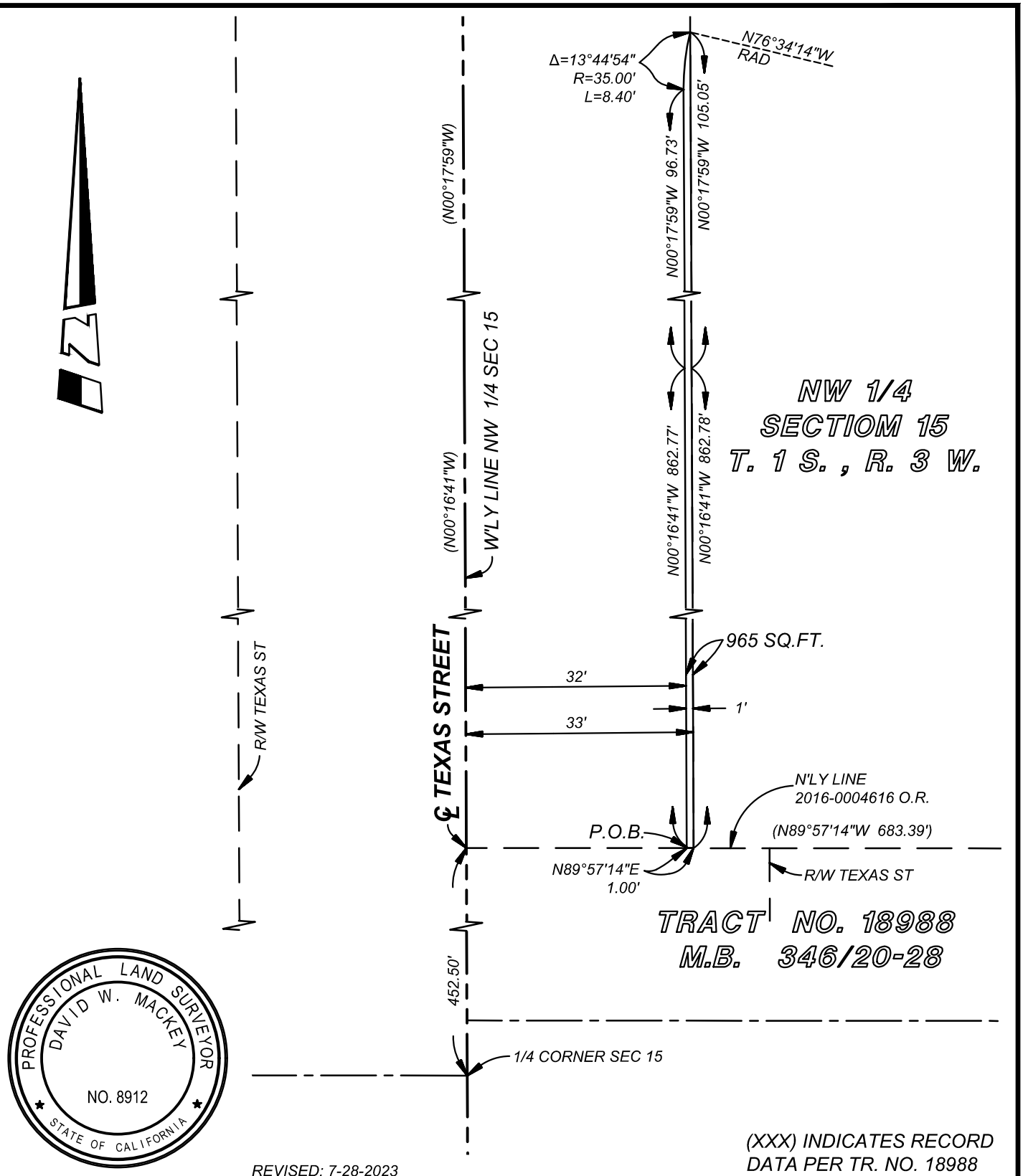
Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

DAVID W. MACKEY, PLS 8912

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



REVISED: 7-28-2023

(XXX) INDICATES RECORD DATA PER TR. NO. 18988

HUITT ZOLLARS
2603 Main Street, Suite 400
Irvine, California 92614
949.988.5815
www.huitt-zollars.com

APPROVED BY

David W. Mackey 7/28/23

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

EXHIBIT 'B'
STREET VACATION NO. 193

SCALE:	1" = 20'
DRAWN BY:	PAA
REVIEWED BY:	DWM
JOB NUMBER:	R314568.01
SHEET	1 OF 1

Q:\R314568.01\CADD\MAPPING\DWG\EX\31456801JEX01.DWG

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

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Professional Services Agreement with RHA Landscape Architects-Planners, Inc., for development of the City's Parks Master Plan for an amount not to exceed $248,890 and determination that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council find that approval of a Professional Services Agreement with 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

2. I move that the City Council approve 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.

RECOMMENDATION:

Staff recommends that the City Council find 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. Staff further recommends that City Council approve the Professional Services Agreement with RHA Landscape Architects-Planners, Inc. for the development of the City's Parks Master Plan for an amount not to exceed $248,890.

DISCUSSION:

On April 1, 2021, with the implementation of the Measure T sales tax ordinance, project funding was added to the City's budget for Fiscal Year 2022-2024 to the areas of Public Safety, Parks and Recreation, Library, Street Repairs and Paving, and Storm Drains. In order to efficiently and effectively utilize the funds allocated to Parks and Recreation facilities in the coming years, the development of a Parks Master Plan was deemed a priority.

The Parks Master 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. The City currently has approximately 253.4 acres of parkland consisting of 18 established parks that will be incorporated and assessed within the Plan. The development of the Parks Master Plan will be a 12-18 month process, and involve community engagement, asset analysis, needs assessment, priority development, CIP plan, and more. It will also assist to unify the efforts of the city and best utilize the available resources to support community needs.

In May 2023, staff advertised a Request for Proposal for the development of a Parks Master Plan and three responsive proposals were received. A selection committee reviewed and ranked each organization in accordance with the City's procurement policy. Based on these evaluations, RHA Landscape Architects-Planners, Inc., was selected as the most highly qualified firm, based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required.

ALTERNATIVES:

City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life

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

Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Appropriation Required Y/N:	No
Amount:	$248,890
Budgeted Y/N:	Yes
Account No.:	101303-8501

Discussion:

The funding for the development of the Parks Master Plan will come from Measure T funds budgeted in the Parks Division for FY 2023-24. The total allocation for the development of the Parks Master Plan is $273,779.00 ($248,890 plus 10% contingency).

Attachments

RHA Landscape Architects-Planners, Inc. Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for parks master plan development services ("Agreement") is made and entered in this 3rd day of October, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and RHA Landscape Architects-Planners, 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 parks master plan development 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 Donald Craw, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 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 the Consultant's performance of the Services shall not exceed the amount of Two Hundred and Forty-eight Thousand Eight Hundred and Ninety Dollars ($248,890). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled Fee Schedule" which is attached hereto and incorporated herein by reference.

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

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

CITY:

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

CONSULTANT:

Doug Grove, President
RHA Landscape Architects-Planners, Inc.
6840 Indiana Avenue, Ste. 100
Riverside, CA 92506
dougg@rhala.com
Phone: 951-781-1930

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same

shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor.

ATTEST:

_____
Jeanne Donaldson, City Clerk

RHA Landscape Architects-Planners, Inc.

By: _____
Doug Grove, President

EXHIBIT "A"

SCOPE OF SERVICES

3.1.1 FACILITATE THE MASTER PLAN PROCESS

Our team is committed to lead and partner with you on the entire plan process. We operate in a collaborative manner with ongoing communication and a transparent process. This will include:



1. Initial Kickoff Meeting
2. Bi-monthly project status meetings
3. Shared folders for collaborative work
4. Regular milestone presentations for key findings
5. Communication with Advisory Committee and Council / Commissions, as appropriate

3.1.2 REVIEW EXISTING DOCUMENTATION

We will review and familiarize ourselves with all background information and context provided by staff. This may include, but is not limited to the following:

- 2022 Strategic Plan
- Capital Improvement Program Budget
- Fee Schedules
- City Council Goals
- Planning Projects & Specific Plans
- Other relevant background information

3.1.3 DEVELOP COMMUNITY OUTREACH / EDUCATION STRATEGY

The Consulting Team will work with the City to develop a comprehensive approach that is inclusive and innovative to promote the Plan, increase awareness, obtain input and, thus, create community buy-in. We will assist the City with creative ideas for marketing strategies that staff can implement to maximize greater community awareness and engagement.

A. **Public Engagement/Advocacy Strategy** – The Consulting Team with our internal and partner outreach experts will collaborate with staff to develop a comprehensive, multilingual, in-person and digital outreach and advocacy plan. The goal will be to ensure a fully transparent process and one where we engage the community where they are to ensure anyone who wants to participate in the planning process has an opportunity to do so.

B. **Project Storytelling** – We believe in the power of storytelling and will help craft a brand identity and story for the Master Plan that the staff and community can advocate and support.

C. **Develop Stakeholder List** - Ensuring a representative stakeholder mix is critical to the plan process. We will work with the City to identify key stakeholders and user groups that should be involved in the process.

3.1.4 DEVELOP COMMUNITY DEMOGRAPHICS & TRENDS

To develop a plan, it is essential to understand what the population and the trends for the future are. The Consulting Team will utilize the City of Redlands's projections and supplement using US Census information and census tract data from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends.

This will help identify the demographic makeup of the population being served, their recreation preferences, future changes in the demographics and participation trends. Ultimately, these are foundational data sets to help the city plan for a future based on population shifts, and what recreation trends are occurring.

The analysis uses US 2020 Census information, 2023 (estimates) and future projections for characteristics including age, income, race / ethnicity, gender, health metrics etc.

The ESRI Information will be supplemented by Sports & Fitness Industry Association's (SFIA) 2022 Study of Sports, Fitness and Leisure Participation, ESRI local market potential, and outdoor recreation trends from the Outdoor Foundation and Tree Equity analysis from American Forests.

In addition, our team will also conduct a Leadership Roadmap to Inclusion workshop for senior team members to ensure the Department leadership understands the principles and elements of inclusion and for each team member to identify their specific action steps as the plan is developed.

3.1.6 INVENTORY & ASSESS EXISTING PARKS, FACILITIES, TRAILS, & OPEN SPACE

The Consulting Team will compile a comprehensive inventory of all City parks and the facilities including year built and acreage. This will include confirmation of the location and size of existing parks and amenities, and functionality, accessibility, condition, comfort, and convenience. The analysis will list each location's amenities, its current condition, and estimated age. The Consulting Team will provide qualitative evaluation of amenities per park report (e.g., equal balance of amenities in each park) and develop a set of prioritized recommendations for improvements needed within existing parks. To begin, a park tour will be performed with City staff to assess and confirm the inventory and existing conditions. We will also review and ensure alignment with other City of Redlands plans to



ensure synergies and interconnectivity between the various planning documents. The Consulting Team will provide a graphic and written site assessment of existing parks in the City.

Our team utilizes ArcGIS Online along with our High Accuracy GNSS Receiver to document all amenities in each park. This data will be provided to the city for use in future planning.

- Locations - Update City Plan
- Size and boundary
- Use - Neighborhood or Regional
- History - Provided by City (history and past renovations)
- Current condition
- Parks - Inventory of all park and recreational amenities (playgrounds, playfields, ball courts, restrooms, parking capacity, etc.).
- Constraints - Identify the constraint that minimizes the parks'/facilities' ability to be maximized.
- Opportunities - Identify opportunities to expand or enhance recreational opportunities.
- Potential revenue sources - Identify areas of potential revenue from parks and recreation facilities, including any City easements.
- Evaluate opportunities to increase sustainability practices such as reducing turf, energy, and water consumption, etc.

Our team will also prepare a cursory evaluation of the four building facilities. We anticipate receiving floor plans of each facility from the city that will be used to add evaluation notes and recommendations. This study does not include a detailed analysis of the building materials, systems, etc. If this level of detail is needed we will discuss additional fees necessary to provide the level of study that is desired.

3.1.7 ANALYSIS OF PROGRAMS & SERVICES

Recreation programs, events, and services are the key tools to bringing the community together, activating facilities and determining future spaces, be it parks or recreation facilities / complexes.

As the Department seeks to serve the Redlands community in the best way possible, this assessment reviews how well the offerings are aligned with community values, user demographics, program trends, underserved needs and envisions what future service delivery would look like.

Using staff input, existing data, and nationwide program trends, this process will provide strategies and recommendations for program offerings that are innovative and inclusive.

The eventual goal of this process is to help identify the unmet programmatic needs of the diverse community that the Department serves and the gaps in services currently offered that may be best fulfilled by other service providers.

3.1.10 CONDUCT PUBLIC OUTREACH & ENGAGEMENT

The community's input and their values shape our approach towards envisioning the future. We believe that the individuals impacted by the plan need to help shape what the plan includes. To that end, we will ensure the most robust public outreach approach shaped by the Public Engagement / Advocacy Outreach plan developed in the initial phase of the plan.

Specific tasks include but are not limited to:

A. **Key Leadership / Focus Group / Stakeholder Interviews** – The Consulting Team will engage stakeholders, key leaders and staff interviews and discussions through a combination of individual / small group discussions in person and online. We propose to conduct at least 24 interviews over a 2-day period to help identify priorities, unmet needs, and their vision for the future. The list of potential interviewees will be determined based on discussion with City staff and should include, but is not limited to:

- City Elected Officials
- City Staff
- Commissions
- Diverse Community Groups
- Key Business Leaders
- Key Partners
- Local school officials
- Faith based groups
- Users and non-users of the system
- Senior Groups
- Veterans
- Youth Groups
- Youth Sports organizations



B. **Multi-lingual Outreach** – Our team includes native speakers of multiple languages. and will work with other local experts to ensure a truly inclusive environment where language access is not a barrier to participation.

C. **Public Workshops** – These meetings are open to all and will be held in spaces to maximize community participation. These meetings will seek community feedback on parks, programs, events, and other needs in multiple ways and provide education on the Master Plan process and its importance to the community.

We propose to conduct eight (8) public workshops.





Seek Input:

- Two (2) initial in-person workshops – with Spanish Language Interpreters
- Two (2) virtual workshops – with Spanish Language Interpretation / Closed Captioning to share the Master Plan's story and obtain initial feedback and ideas for the future.

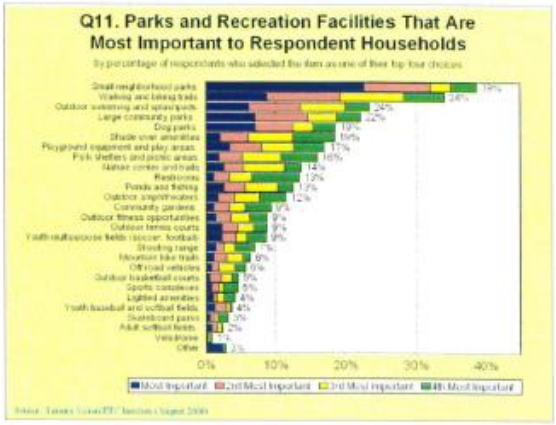
Share Findings and Draft Recommendations:

- Two (2) in-person workshops – with Spanish Language Interpreters
- Two (2) virtual workshops – with Spanish Language Interpretation / Closed Captioning

Each workshop will have options for live polling through the meeting platform or our digital tools to share input and see results in real time.

D. Youth / Teen Engagement – The Consulting Team will specifically engage youth through an online survey or meeting with Youth / Teen Advisory groups. These surveys and meetings will ensure the future generations in Redlands are involved in shaping their future.

E. Multi-lingual Statistically-Valid Survey – The Consulting Team will work with ETC Institute to perform a random, scientifically valid community-wide household survey to quantify knowledge, need, unmet need, priorities and support for system improvements that include facility, programming, and the park needs of the City. The survey will be administered by a combination of a mail/phone, will have options for respondents to answer in multiple languages besides English (as determined by the City staff) and will have a minimum sample size of 400 completed surveys at a 95% level of confidence and a confidence interval of +/- 4.9%. It will be developed in collaboration with the City staff and is anticipated that 3-4 drafts of the survey will be needed for the final draft.



ETC Institute will ensure that the survey results will be statistically represent Redlands residents and that the results are statistically significant based on the City's population.

The mailed survey will include a cover letter (on City letterhead) that explains the importance of the survey, encourages participation, and includes an online link to complete the survey. All mailed surveys, including the cover letter, will be printed by ETC Institute. All attempts to contact respondents will be tracked to accurately calculate the number and rates for refusals, ineligible contact information, eligible contact information, and completed interviews.

F. Bi-Lingual Electronic Survey – The Consulting Team will also create a bilingual online survey administered in English and Spanish through www.surveymonkey.com. This survey will be promoted through the Project website and the City's website and promotional mediums to maximize outreach and response rates. These surveys would provide complementary insights to the input obtained from the other public engagement sources and help compare findings from the statistically valid survey.

G. Multi-lingual ADA Accessible Digital Platform - The Consulting Team will develop a customized multilingual, ADA Accessible digital platform that includes a project website, live streaming of meetings, social media engagement and location-based feedback. This will also share all project updates and milestones to ensure a transparent and collaborative process to engage the entire community, especially ones that may not participate in meetings. Examples can be viewed at www.BetterParksBetterBroward.com , www.carlsbadparksplan.com , www.chinocreatescommunity.com , and www.MySBParks.com



This multi-lingual website is key to reaching out to a younger millennial and Gen Z audience that may not traditionally show up at public meetings or respond to surveys.

3.1.11 ASSESS NEEDS & LEVELS OF SERVICE

The in-depth assessment and input collection during the discovery phase will help determine true community priorities and demand / unmet needs. Using information from the community input and the statistically valid survey, the Consulting team will determine the existing Levels of Service for

- **Access** – Assesses an overall 10 min walk access to a park and travel distances to parks and individual facilities such as playgrounds, athletic fields, recreation centers, etc.
- **Acreage** – Measures acreage in a ratio to the community's population (acres per 1,000).
- **Amenities** – Measures facility capacity in a ratio to the community's population and comparing against a standard or guideline.

Based on community input, trends, NRPA and CPRS guidelines, staff input and our professional experience, we will develop a recommended Levels of Service standards that will influence strategies for parkland acquisition, park and trail development and enhancement and recreation facilities and programming.

3.1.12 DEVELOP EQUITY MAPPING & GAP ANALYSIS

The Consulting Team will utilize geographic information systems to develop maps that show the service area covered by each park type or amenity types.

This presents an objective tool to determine equity of access and determine true gaps and overlaps.

This will help the City staff take appropriate steps to build, acquire, expand, or divest offerings and ultimately maximize access to parks, trails, recreation amenities and facilities in an equitable manner.



3.1.13 CREATE MISSION, VISION, VALUES, GOALS, & OBJECTIVES

The Consulting Team will conduct a Visioning Workshop with staff and participants to co-create the core values and vision for the future. This will include

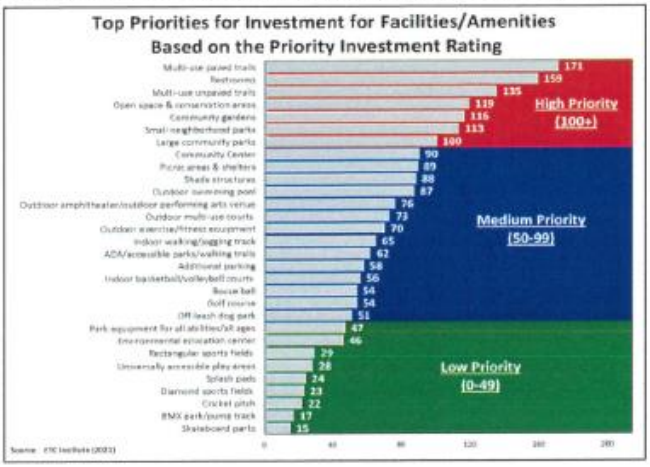
- Review top priorities needs
- View levels of service and equity of access
- Compare benchmark findings
- Determine Core Values and Guiding Principles
- Establish / update Department's Vision and Mission
- Share vision and strategies for
    - Culture and historic preservation
    - Equity and Inclusion
    - Environmental Stewardship and Fire Safety
    - Financial Sustainability
    - Parks and Trails
    - Programs and Events
    - Marketing and Storytelling

The outcome of this process will be a vision, key goals and strategies for the Department to plan for implementation. The Consulting team will facilitate the process with support from City staff to ensure maximum buy-in and co-creation of the vision.

3.1.14 DEVELOP PRIORITIES

We will utilize priority investment ratings from the community survey to provide recommendations and phasing for additions, renovation, redevelopments, replacements, decommissioning, maintenance, and improvements of existing and proposed parks, playgrounds, shelters, sport courts, parking lots, etc. based on research and needs.

A list of all implementation projects including proposed improvements and renovations will be provided along with identifying amenities that should and should not be replaced. Information from this assessment will be used to develop the Levels of Service standards and influence the Capital Improvement Plan for the master plan.



3.1.15 PREPARE CAPITAL IMPROVEMENT PLAN

We will prepare a detailed Capital Improvement Plan (CIP) that will identify all proposed improvement recommendations with associated costs.

The CIP will be a multi-page Excel document that will address improvement costs, funding needs, funding sources, priorities, and phasing.

3.1.17 DEVELOP FUNDING & REVENUE STRATEGIES

The Consulting Team will assess existing funding sources and provide creative California based funding strategies for acquisition, development, maintenance, and operations. These will be reviewed with staff to determine funding and revenue strategies that are viable and open to implementation.

3.1.21 DEVELOP DRAFT MASTER PLAN

Upon completion and review of the implementation priorities, funding and timelines, the Consulting Team will compile all information into a draft Master Plan document for the staff's review. Based on staff feedback, the Consulting Team will update the draft plan and then submit for City-wide review and presentations.

3.1.22 PRESENT DRAFT MASTER PLAN

The Consulting Team will present the draft Master Plan to the Community, Staff, Project Steering Committee, City Manager and others, as determined by staff to ensure buy-in for the Plan's vision and recommendations, and final acceptance by the City Council.

It is envisioned that these presentations will be completed in a hybrid in-person, and virtual format.

3.1.23 DEVELOP & PRESENT FINAL MASTER PLAN

The Consulting Team will develop and present the final Master Plan based on feedback from the various groups and present to the City Council for final approval. The Consulting team will also develop a separate executive summary of the Master Plan report and all documents will be made available in digital format through the project website as well as shared with the staff in pdf copies and print, as required.

EXHIBIT "B"
FEE SCHEDULE

TASK	RHA Landscape Architects-Planners, Inc.			Next Practice Partners				PBK	TOTAL
	$200	$175	$135	$200	$175	$150	$100	$250	
FACILITATE MASTER PLAN PROCESS									
Kick-off Meeting	7	6		24	8				$ 8,650
Project Management and Progress Reporting	24			16	8				$ 9,400
Subtotal Hours	31	6	-	40	16	-	-	-	93
Subtotal Dollars	$ 6,200	$ 1,050	$ -	$ 8,000	$ 2,800	$ -	$ -	$ -	
TOTAL	$7,250			$10,800				$0	$ 18,050
EXISTING CONDITIONS ANALYSIS									
Review Existing Documentation		8		8	8				$ 4,400
Develop Community Outreach / Education Strategy	2			8					$ 2,000
Develop Community Demographics and Trends				8	24		32		$ 9,000
Inventory and Assess Existing Parks, Facilities, Trails, and Open Space	10		260					60	$ 52,100
Analysis of Programs and Services	2			12	40		16		$ 11,400
Subtotal Hours	14	8	260	36	72	-	48	60	498
Subtotal Dollars	$ 2,800	$ 1,400	$ 35,100	$ 7,200	$ 12,600	$ -	$ 4,800	$ 15,000	
TOTAL	$39,300			$24,600				$15,000	$ 78,900
PUBLIC OUTREACH AND ENGAGEMENT									
Key Leadership / Focus Group / Stakeholder Interviews	16			16	8				$ 7,800
Multi-Lingual Outreach				12			12		$ 3,600
Public Workshops (8)	32			24	16				$ 14,000
Youth / Teen Engagement	3			16			8		$ 4,600
Multi-lingual Statistically-Valid Survey	4			8			160		$ 18,400
Bi-Lingual Electronic Survey					18		40		$ 7,150
Multi-lingual ADA Accessible Digital Platform							130		$ 13,000
Subtotal Hours	55	-	-	76	42	-	350	-	523
Subtotal Dollars	$ 11,000	$ -	$ -	$ 15,200	$ 7,350	$ -	$ 35,000	$ -	
TOTAL	$11,000			$57,550				$0	$ 68,550

TASK	RHA Landscape Architects-Planners, Inc.			Next Practice Partners				PBK	TOTAL
	$200	$175	$135	$200	$175	$150	$100	$250	
LEVEL OF SERVICE AND CAPITAL IMPROVEMENT PLAN									
Assess Needs and Levels of Service	8			24			48		$ 11,200
Develop Equity Mapping and Gap Analysis	1			4		32	24		$ 8,200
Create Vision, Mission, Values and Objectives	8			20	24				$ 9,800
Develop Priorities	6			16		16			$ 6,800
Prepare Capital Improvement Plan	45		6						$ 9,810
Develop Funding and Revenue Strategies	4		4	4	24		24		$ 8,740
Subtotal Hours	72	-	10	68	48	48	96	-	342
Subtotal Dollars	$ 14,400	$ -	$ 1,350	$ 13,600	$ 8,400	$ 7,200	$ 9,600	$ -	
TOTAL	$15,750			$38,800				$0	$ 54,550
DRAFT AND FINAL MASTER PLAN									
Develop Draft Master Plan	18			12			16		$ 7,600
Present Draft Master Plan	18			16			16		$ 8,400
Develop and Present Final Master Plan	18		24	16	16				$ 12,840
Subtotal Hours	54	-	24	44	16	-	32	-	170
Subtotal Dollars	$ 10,800	$ -	$ 3,240	$ 8,800	$ 2,800	$ -	$ 3,200	$ -	
TOTAL	$14,040			$14,800				$0	$ 28,840
TOTAL HOURS	226	14	294	264	194	48	526	60	1,626
TOTAL FEES	$ 45,200	$ 2,450	$ 39,690	$ 52,800	$ 33,950	$ 7,200	$ 52,600	$ 15,000	
TOTAL DOLLARS	$87,340			$146,550				$15,000	$ 248,890

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

By:_____ Date: _____

Doug Grove, President
RHA Landscape Architects-Planners, Inc.

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

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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 (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move to approve an agreement with Quinn Company, LLC for the 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.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Quinn Company, LLC for the provision of maintenance and service for 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.

DISCUSSION:

The City of Redlands Facilities and Community Services Department's Equipment Maintenance Division oversees the maintenance of approximately 470 vehicles and the City's fuel station. The fleet inventory also includes heavy-duty off-road commercial vehicles which require ongoing maintenance

and repair. The attached agreement with Quinn Company, LLC is for preventative maintenance and repair services including, but not limited to, work on brakes, suspension, heat/air conditioning systems, electrical systems, minor engine repair, and other normal repairs for routine repair of a commercial heavy duty off-road fleet.

In accordance with the City's procurement guidelines, a formal Request for Bids (RFB) was advertised for the provision of maintenance and service for heavy-duty off-road equipment. On August 17, 2023, the City Clerk's office received and opened one bid. Staff evaluated the bid for conformance with the scope of services and qualifications and verified the total price as shown in the table below. Quinn Company, LLC met all the bidding requirements and was deemed the apparent low bidder.

Vendor Name	Amount
Quinn Company, LLC	$225,800

Due to required maintenance and anticipated repairs on heavy-duty vehicles, including those supporting the Solid Waste and Landfill division, staff is requesting an agreement with Quinn Company, LLC., for maintenance and service of heavy-duty off-road equipment in the amount of $280,000 for the initial term, $280,000 for the second term and $280,000 for the third for a total amount not to exceed $840,000.

ALTERNATIVES:

City Council may elect not to approve the agreement and provide alternative direction to staff.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

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

Danielle Garcia, Management Services/Finance Director
Dana Abramotvitz-Daniel, Procurement Manager

PREPARED BY:
Larry Alms, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2023-24
Budgeted Y/N: Y
Account No.: 607900
Discussion:

Sufficient funding for this service is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2023-24 as approved by City Council.

Attachments

A. Agreement with Quinn Company, LLC
B. Bid Report

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the maintenance and service of heavy-duty off-road equipment ("Agreement") is made and entered in this 3rd day of October, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Quinn Company, LLC, a California Limited Liability Company ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform maintenance and service for heavy duty off-road equipment services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Tabitha Crocker, Facilities & 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 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of nine (9) months from October 3, 2023 through June 30, 2024 (the "Initial Term"). The City shall have the option to extend the

Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Compensation: The compensation for Contractor's performance of the Services shall not exceed the amount of Two Hundred Eighty Thousand ($280,00.00) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of Two Hundred Eighty Thousand ($280,00.00) for the second Extended Term; and Two Hundred Eighty Thousand ($280,00.00) for the third Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Eight Hundred Forty Thousand ($840,000.00). 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 "B," titled "Price and Fee Schedule," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Scott Ashley, PSSR Quinn Company, LLC 800 E. La Cadena Dr. Riverside, CA 92507 Scott.Ashley@quinncompany.com 951-686-4560

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or

sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

Quinn Company, LLC

By: _____
Scott Ashley, PSSR

EXHIBIT "A"

SCOPE OF SERVICES

Perform preventative maintenance and repair services that include, but are not limited to, work on brakes, suspension, heat/air conditioning systems, electrical systems, minor engine repair, and other repairs normal and customary for routine repair of a commercial heavy duty off-road fleet.

- Ability to have a turnaround time of two (2) business days for PM services and routine repair as a result of the PM Service. Otherwise approved by Fleet Supervisor.

- The technician must include observations and explanations for any further needed repairs and must seek approval by the Fleet Supervisor before repairs are made.

- Original Equipment Manufacturer (OEM) parts must be used.

- Work collaboratively with staff to meet the following key components of the vehicle maintenance program:

    - Comprehensive, preventative maintenance schedule.
    - Full utilization of standard warranty coverage
    - Customer service responsiveness to maximize cost efficiencies, minimize unscheduled repairs and down time.
    - A preventative Maintenance Service checklist shall be completed by the technician and attached to the invoice submitted to the City for every vehicle serviced.

PM SERVICE - OFF-ROAD HEAVY EQUIPMENT (CATERPILLAR)

INSPECTION CHECK LIST

Every 250 Service Hours or Monthly

- Axle universal joint (rear)
- Cooling system coolant additive (DEAC)
- Differential oil level (front)
- Differential oil level (rear)
- Engine oil and filter
- Extendable stick
- Final drive oil level (front)
- Final drive oil level (rear)
- Kingpin bearings (rear)
- Sideshift stabilizer wear pads
- V-belts

Every 500 service hours or 3 months for machines used in severe applications

- Differential oil (rear)

Every 1000 service hours or 6 months

- Differential oil (front)
- Differential oil (rear)
- Engine valve lash
- Final drive oil (front)
- Final drive oil (rear)
- Rollover protective structure (ROPS)
- Transmission magnetic screen
- Transmission oil
- Wheel bearings (front)

Every 2000 service hours or 1 year

- Engine valve lash
- Hydraulic system oil

Every 3000 service hours or 2 years

- Cooling system coolant (DEAC)
- Cooling system coolant extender
- Cooling system water temperature regulator

Every 6000 service hours or 4 years

- Cooling system coolant (ELC)

EXHIBIT "B"

PRICE AND FEE SCHEDULE

Description	Price
PM Hourly Rate	$150.00
Standard Repair Hourly Rate	$190.00
Overtime Hourly Rate	$285.00
Field Labor Rate	$220.00
Emergency Call Hourly Rate	$330.00
Fabrication Hourly Rate	$210.00
Parts Markup	0%

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

QUINN COMPANY, LLC

By:_____ Date: _____
Scott Ashley, PSSR

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **17th day of August 2023 at 10:00 a.m.** on behalf of the Facilities and Community Services Department for **Maintenance and Service for Heavy Duty Off Road Equipment– Project No. FCS20230803TS**. 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	Quinn Company, Riverside, CA	Yes	$225,800.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Tricia Swope

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

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of agreements with Executive Facilities Services, Inc., for janitorial services not to exceed $359,781.48, and with F.M. Thomas Air Conditioning Inc. for heating/air conditioning services not to exceed $50,000; and determine that the agreements are exempt from environmental review pursuant to Section 15301 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 to determine 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, and;

2. I move to approve the agreement with Executive Facilities Services, Inc. for janitorial services, not to exceed $359,781.48,

3. I move to approve the agreement with F.M. Thomas Air Conditioning, Inc. for heating/air conditioning services, not to exceed $50,000.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the agreements for the Facilities and Community Services Department with Executive Facilities Services, Inc. for janitorial services, and F.M. Thomas Air Conditioning, Inc. for heating/air conditioning services, are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council approve the agreements with Executive Facilities Services, Inc., and F.M. Thomas Air Conditioning, Inc.

DISCUSSION:

The City's Facilities and Community Services Department regularly procures supplies and services to support field operations throughout the City. To accommodate these purchases and services, and in accordance with the City's purchasing policies, staff is seeking approval for the following agreements for services at the Citrus Center (300 E. State Street).

On July 26, 2023, staff issued a Request for Proposal for janitorial services for the Citrus Center facility and on August 15, 2023, staff received and opened 8 proposals. Upon review, one proposal was rejected due to lack of content, five were rejected for not having an office within 25 miles of the location per the Request for Proposal requirements; therefore, resulting in 2 proposals that met all qualifications. The proposals were reviewed and rated by staff using the "Best Value Approach." The table below outlines how proposals were rated and cost/fee submittals reviewed.

CONTRACTOR	RATED SCORE	COST/FEE AMOUNT
Executive Facilities, Inc.	94.66%	$359,781.48
Ultra Shine, Inc.	80.33%	$426,600.00

Executive Facilities Services Inc. was identified as the responsive and responsible contractor to provide services. The attached agreement is for a period not to exceed three (3) years for an amount not to exceed $359,781.48. In addition, on July 23, 2023, staff issued a Request for Quote for the Citrus Center heating/ air conditioning repair and maintenance services and on August 16, 2023, staff received 5 quotes. The quotes were reviewed by staff and F.M. Thomas Air Conditioning, Inc. was identified as the responsive and responsible contractor to provide services. The table below outlines all quotes received.

CONTRACTOR	PARTS MARK UP %	PREVAILING WAGE RATE TOTALS	NON-PREVAILING WAGE RATE TOTALS
F.M. Thomas Air Conditioning Inc.	20%	$ 77,375.00	$77,375.00
Allison Mechanical, Inc.	28%	$ 81,562.50	$71,562.50
ACCO Engineered Systems, Inc.	25%	$ 84,037.50	$84,037.50
Pacific West Industries, Inc.	15%	$ 84,225.00	$66,375.00
Ontario Refrigeration	10%	$135,362.00	$94,500.00

The attached agreement with F.M. Thomas Air Conditioning, Inc. to perform heating/air conditioning repairs at the Citrus Center (300 E. State Street) is for a period not to exceed one (1) year for an amount not to exceed $50,000.

ALTERNATIVES:

City Council may elect not to enter into the agreements with Executive Facilities Services, Inc. and F.M. Thomas Air Conditioning, Inc and direct staff accordingly.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety

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
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	2023/2024
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	409,781.48
Budgeted Y/N:	Y
Account No.:	101310

Discussion:

Sufficient funding for these services is included in the Citrus Center Division (101310) budget for Fiscal Year 2023-2024 as approved by the City Council. Costs associated with any future renewal terms of the agreement with Executive Facilities Services, Inc. will be included in subsequent budget requests prepared by the department.

Attachments

Executive Facilities Services, Inc
FM Thomas Air Conditioning Inc

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for Janitorial Services at the Citrus Center ("Agreement") is made and entered into this 3rd day of October, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Executive Facilities Services, 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 janitorial services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of three (3) years commencing as of the Effective Date, unless terminated earlier as provided herein.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of Three Hundred Fifty-Nine Thousand, Seven Hundred Eighty One Dollars and Forty Eight Cents ($359,781.48). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule Title," which is attached hereto and incorporated herein by this reference.

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

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

CITY	CONTRACTOR
City Clerk	Jim Ferraro, Owner
City of Redlands	Executive Facilities Services, Inc.
35 Cajon Street	6865 Weaver Street
P.O. Box 3005 (mailing)	Riverside, CA 92504
Redlands, CA 92373	jferraaro@execservices.biz
jdonaldson@cityofredlands.org	844-780-2626
(909) 798-7531	951-346-3922

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;

(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or

otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXECUTIVE FACILITIES SERVICES, INC.

By: _____
Jim Ferraro, Owner

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall appoint an experienced supervisor to be responsible for all Services required & performed under this Agreement. The Supervisor must be acceptable to City and have the authority to receive on behalf of Contractor any order or communication relating to the Services. The Supervisor shall be always readily accessible to staff of the City and have communication equipment (cell phone and email). If a replacement Supervisor is deemed necessary by Contractor, replacement Supervisor shall be approved by City prior to commencement of any Supervisory duties. Supervisor shall "walk" all buildings with a check list and review janitorial work being performed by janitorial staff. Supervisor shall attend bi-monthly meetings with City Staff and report findings and challenges.

SERVICE LEVEL (Acceptable Quality):

The level of services as outlined in these Specifications must be consistently maintained. During the Contract period, appropriate City Staff will conduct routine inspections of the facilities under this Contract. The inspections are based on standards for commercial facilities within the maintenance industry. This scope of work establishes the minimum requirements for providing Janitorial Services to the City of Redlands. The Contractor is required to meet all specifications listed herein, as minimum, and is required to submit a firm, fixed cost for all commodities/services. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations including the Displaced Janitorial Act (California Labor Code 1060 et seq.). Contractor shall provide all labor, materials, equipment, and mobilization to complete the services for the City of Redlands.

DETAILED SPECIFICATIONS:

Task specifications are provided for general cleaning and should be applied to any and all public and office areas. Task specifications for general restroom cleaning should be applied to any and all restrooms. Special task requirements unique to each facility are also detailed. All items not specifically included but found to be necessary to properly clean the facilities, shall be included as though written into them.

DEFINITIONS:

Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval, or acceptance of the Maintenance Manager is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Director" shall be construed to mean the Maintenance Manager or his delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.
The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.

CLEANING TASKS:

Janitorial Services shall accomplish all cleaning tasks to meet the completeness, quality, and frequency requirements set forth under these definitions. Cleaning to be completed once daily, Monday through Friday after 5:00 P.M. and before 5:00 A.M.

1. Plumbing Fixtures and Dispenser Cleaning:

Plumbing fixtures and dispensers are clean when free of all deposits and stains so that items are left without dust, streaks, film, odor, or stains.

2. Sweeping:

Janitorial Services shall sweep all floors, including corners and abutments, so that after sweeping they are free of all visible litter, dust, and foreign debris. Chairs, trash receptables and easily movable items shall be tilted or moved to sweep underneath and returned to their original location when sweeping has been completed.

3. Cleaning Floors:

Janitorial Services shall clean all tile and/or vinyl floors, including corners and abutments so that they are uniform in appearance and are free of streaks, swirl marks, detergent residue, or any evidence of stains, soil film, debris or standing water. Chairs, trash receptacles, and easily movable items shall be moved to clean underneath and returned to their original location when cleaning has been completed. Janitorial Services shall remove all splash marks on furniture, walls, baseboards, etc. Janitorial Services shall remove all splash marks on furniture, walls, baseboards, etc. Janitorial Services shall clean bathroom tile floors, including corners and abutments so that they are uniform in appearance and free of streaks, swirl marks, detergent, residue, or any evidence of stains, soil, film debris or standing water. Janitorial Services shall ensure that the mop used to clean the bathroom floor is not used on any other common floor area. Janitorial Services shall display caution signs when floors are wet and personnel other than Janitorial Services personnel are present in the area. Signs shall remain in place until floors are completely dry.

4. Maintaining Floors:

Janitorial Services shall maintain all tile and vinyl floors accessible with a floor cleaning machine, unless specified elsewhere as having carpet or special flooring. After tile and/or vinyl floors receive floor maintenance, the entire floor shall have a uniform coating of nonskid finish and have a uniform glossy appearance and be free of scuff marks, heel marks and other stains and discoloration. Janitorial Services shall remove floor finish solutions from baseboards, walls, furniture, trash receptacles, etc. Chairs, trash receptacles and easily movable items shall be tilted or moved to maintain floors underneath and returned to their original location when maintenance has been completed. Janitorial Services shall apply these techniques only to the portion of the floor needing work to bring the entire surface up to the above stated standard. Janitorial Services shall not apply finish on surfaces that have not been cleaned. See Exhibit D for floor cleaning schedule.

5. Mirror/Glass Cleaning:

Janitorial Services shall clean interior and exterior glass doors and surrounding glass areas to include sills/ledges, display cases, glass cabinets, mirrors, and adjacent trim so that after cleaning there shall be no traces of film, dirt, smudges, water, or other foreign matter. All accessible glass surfaces shall be without streaks, film deposits and stains and have a uniform bright appearance.

6. Shampooing Carpets:

Janitorial Services shall shampoo carpets so that after shampooing, the carpet area is uniform in appearance and free of embedded dirt, grime, cleaning solution, film, debris, stains, marks, and discoloration. Carpet shall be cleaned with a commercial floor machine with power scrubbing capability

that will clean both sides of the carpet using extraction methos and a drying time of four to five hours. All shampooing solutions shall be removed from walls, furniture, trash receptacles, chairs, and similar items. Chairs, trash receptacles and easily moveable items shall be moved to shampoo carpet area underneath and then returned to their original location.

7. Baseboard Cleaning:

After cleaning, the surfaces of all baseboards (wood, resilient, ceramic will have a uniformly clean appearance, free from dirt, stains, streaks, wax and cleaning marks.

8. Washing of Walls:

Wash all wall surfaces. Use cleaning materials consistent with finish material of wall. All exposed surfaces of walls are to be cleaned and made free of all dirt, dust, grit and left without streaks, film, odor, or stains.

9. Supplies:

Contractor shall provide all consumable supplies including but not limited to the following: all paper products (i.e., seat covers, toilet paper, hand towels), hand soap and trash can liners. ***Paper products shall contain at a minimum 30% post-consumer material.***

The Contractor shall use cleaning supplies that are of a quality that will not be abrasive, stain, discolor, corrode, or otherwise damage the surfaces being cleaned. The City reserves the right to require the Contractor to substitute supplies at any time during the contract term.

10. Removal of Trash:

Janitorial Services shall empty and return to their location waste baskets and if clearly marked, other trash containers within the area (empty boxes, etc.). Janitorial Services shall empty and return to their original location bathroom waste baskets, sanitary napkin disposal containers, and other trash containers within the area. Plastic trash liners shall be placed in waste receptacles and replaced when soiled or torn. Interior and exterior of trash receptacles shall be cleaned as required to assure cleanliness. Janitorial Services shall dispose of trash in plastic bags secured with a bag tie. Janitorial Services shall pick up any trash that may fall in or around the building during the removal of collected trash. Janitorial Services shall deposit the trash in the outside trash collection point (trash bin).

11. Low Dust:

Janitorial Services shall perform low dusting so that after dusting, all dust, smudges, cobwebs, litter, lint, and dry soil are removed from surfaces of chairs, file cabinets and other types of office furniture, wall hangings, tops of partitions, partition ledges, windowsills, window blinds, light fixtures, ceiling corners, etc. to a line of 8’-0” above floor level. Janitorial Services shall not dust typewriters, business machines or computer equipment.

12. Drinking Fountains and Sinks:

Janitorial Services shall clean and disinfect all polished metal surfaces, including the opening and drain, so that after cleaning, drinking fountains and break room sinks shall be free from streaks, spots, stains, smudges, scale and other obvious soil.

13. Vacuum Carpet:

Janitorial Services shall vacuum all carpeted floor areas so that after vacuuming, they are free of all litter, dust, soil, etc. Chairs, trash receptacles and easily moveable items shall be moved to vacuum underneath and returned to their original location when vacuuming has been completed.

14. Restrooms/Showers Cleaning:

Janitorial Services shall perform restroom cleaning as specified:

A. CLEAN/DISINFECT: Janitorial Services shall completely clean and disinfect all surfaces of toilet bowls, urinals, lavatories, showers, plumbing fixtures and other such surfaces, using germicidal detergent. After cleaning all surfaces shall be free of dirt, grime, film, stains, scum, soap residue, dust, and other foreign matter.

B. SPOT CLEAN: Janitorial Services shall remove smudges, fingerprints, marks, streaks, dust, deposits from washable surface of partitions, stalls, stall doors, handrails, wall areas adjacent to lavatories, urinals, toilets, interior and exterior doors, and soap/towel dispensers. Janitorial Services shall spot clean using a germicidal detergent. After spot cleaning, the surface shall have a clean, uniform appearance. Other wall surfaces not mentioned shall be spot cleaned as needed to the same standards.

C. DESCALE: Janitorial Services shall descale interior of toilet bowls, showers, and urinals as needed so that after cleaning, the entire surface is free of streaks, stains, scum, scale, urine deposits and rust stains.

D. CLEAN MIRRORS: Janitorial Services shall clean mirrors and adjacent trim so that after cleaning, they are free of dirt, film, smudges, water spots, streaks, etc.

E. SHOWER MATS: Janitorial Services shall clean and disinfect weekly shower mats located in both the men's and women's showers. The Contractor shall clean the shower floor under the mats weekly.

15. Remove Spider Webs:

Janitorial Services shall remove all spider webs from walls and windows inside buildings and on the outside entrances. Dust sills on all windows including floor length windows.

16. Vacuum Upholstery of all Fabric Furniture:

Janitorial Services shall vacuum all upholstery of all fabric furniture.

17. Dust Vacuum Heating and Ventilating Grills:

Janitorial Services shall dust or vacuum all heating and ventilating grills.

18. Equipment and Supplies: The Contractor shall furnish and keep in good working order, all necessary cleaning supplies, tools, and equipment. This includes, but is not limited to cleaners, waxes, mops, brooms, buffers, ladders, hoses, and vacuums, etc. Non-complying equipment and supplies shall be changed out at the request of the City. Contractor shall provide all consumable supplies including but not limited to the following: cleaning products, hand soap and paper products (i.e., seat covers, toilet paper, hand towels, trash can liners, germicidal cleaners, etc.).

Contractor shall submit all cleaning product information for approval prior to use. Any change of product shall be pre-approved by the City.

Contractor is responsible for supplying MSDS sheets to the Maintenance Supervisor for all cleaning liquids, chemicals, solvents, additives, floor waxes, etc., which Contractor is using. These will be kept on file for immediate access to the Building Maintenance Team and updated as needed.

Janitorial closet areas shall be always kept clean and free of debris and odor. All supplies shall be stored in a neat and orderly manner and in such a way as to prevent injury to City or Contractor's employees.

DESCRIPTION OF ITEM	MIN. REQUIRED SPECIFICATIONS
Heavy duty small trash can liners	Grainger, 500 count, 10 gallon, 24 x 23, black or approved functionally equivalent
Hand Soap	Waxie Select NRG No-Touch Foam
Heavy duty medium trash can liner	Grainger, 250 count, 20-30 gallon, 30x36, black or grey, or approved functionally equivalent
Toilet tissue, coreless roll	2-ply, 1000 sheets per roll, 36 rolls/case or approved functionally equivalent
Toilet tissue to match various dispensers	2-ply, white, Kleenex Cottonelle, or approved functionally equivalent
Paper towels, single fold to match various dispensers	Must fit each specific dispenser at each location (to be noted during facility walk-through)
Toilet Seat Covers	Waxie, or equivalent, 250 count, 20 pack/case or approved functionally equivalent.
Paper Towels, EnMotion	10" x 800', 6 rolls/case, touchless roll or approved functionally equivalent
Glass Cleaner	Trigger spray bottle, non-streaking
Urinal Deodorizing Screens	Waxie, deluxe urinal deodorizing screen, 12/ea or approved functionally equivalent
Toilet Bowl Cleaner	Acid Base, Squeeze Bottle
Industrial Strength Disinfectant	Lysol or approved functionally equivalent
Furniture Polish	Pledge or approved functionally equivalent
Cleanser	Comet or approved functionally equivalent cleaner with chlorinal
Floor Stripper	Baseboard Stripper or approved functionally equivalent *
Carpet Stain Remover	Spray Bottle *
Mop Cleaner	Any Brand
Carpet Shampoo	For Carpet Cleaning Machines *
Floor Wax	TBD

19. Supervision: Contractor will assign a supervisor and lead custodial person to this contract and one or both are required to be present during all scheduled cleaning hours and special work assignments. This custodial supervisor or lead person is required to speak, read, and understand English. Site supervisor shall carry a cell phone and/or pager by which the City Staff will be able to communicate with him/her. They are required to attend bi-monthly meetings with Building Maintenance Manager to review performance and discuss outstanding issues. Additional meetings may be required as requested by other departments and their city representatives.

20. Inspection: The City shall inspect the work areas daily and with the Contractor every week to ensure adequacy of maintenance and that methods of performing the work are in compliance with the contract. However, this walk-through shall not be construed to relieve the Contractor of the duty to provide continuous inspection of the work area. Discrepancies and deficiencies in the work shall be brought to

the attention of the Contractor and corrected in the same manner specified by the Director. Same day corrections of deficiencies are required.

21. Staffing: The Contractor shall submit a breakdown of BONDED staffing proposed to adequately perform the tasks as outlined in these specifications. As part of the breakdown, the Contractor shall list the percentage of staff who are employed by the Contractor and the percentage of staff that will be assigned to this contract.

22. Employee Conduct:

Employees of the Contractor while performing work under this contract, WILL NOT:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty, authorized Contractor employee.

2. Remove any City property or personal property, equipment, monies, form, or any other item from any city facility.

3. Engage in horseplay or loud boisterous behavior.

4. Be under the influence of alcohol or drugs.

5. Gamble.

6. Smoke in any building.

7. Turn on or use any equipment (i.e., computers, typewriters, fax machines, copy machines, radios, televisions, etc.) except any Contractor or City supplied equipment.

8. Use any City telephone except those designated by the City for purposes of business under this contract.

9. Open any desk, file cabinet or storage cabinet.

10. Remove any articles from desks.

11. Consume any food or beverage, other than that brought with or purchased by the employee, and only in areas designated as break or lunchrooms.

12. Enter any facility that they are not specifically approved to enter.

23. Employee Removal: The Contractor shall remove from service on the premises of the City any employee of the Contractor who, in the opinion of the City, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive, or does not comply with the rules and regulations of the City.

24. Employee Appearance and Identification: Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. The Contractor shall provide each employee with an identification badge and uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Security: The City will provide access to all facilities and properties after which the Contractor is required to always have all keys and alarm codes available when providing services to the City. The Contractor is responsible for the replacement of all lost keys, fobs, or card access keys at a cost of $50.00 each. Contractor will be financially responsible for any and all costs resulting from the need to re-key or re-code alarms in a facility.

The Contractor shall ensure all facilities are secure. Contractor is responsible for resetting alarms, turning off lights and locking doors upon completion of all duties. Failure to secure a facility correctly may result in termination of the contract. The Contractor will be financially responsible for any call outs by stand-by personnel due to doors left open, alarms turned off, and alarms activated after hours.

25. Quality Control: Contractor shall attend bi-monthly meetings with Building Maintenance Staff for review of areas of improvement, Contractor questions and/or issues with facilities.

26. Property Damage: The Contractor shall be held responsible for damages that occur during the hours pertaining to performance of this contract to the interior of the facilities or contents thereof. The Contractor, as his/her expense, shall pay to repair the damage and/or replace the items(s) damaged.

27. Missed Cleanings: Should the Contractor fail to clean a facility in accordance with scheduled times and requirements (Once daily, Monday through Friday after 5:00 P.M. and before 5:00 A.M.) the City will automatically remove payment for that cleaning from the invoice. Continued failure to clean in accordance with the schedule may result in termination of the contract. The sum of Two Hundred Fifty Dollars ($250.00) per day will be deducted and forfeit from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or Specifications.

28. Special Events: The Contractor can expect to support special events during and outside of normal duty hours. Special events may include, but are not limited to, City council meetings, City commission meetings, special meetings and/or functions. The Contractor shall adjust the service schedule so that these services will be performed after the event. Contractor shall propose an hourly rate per person for this service and provide adequate procedures for receiving and responding to special event service requests.

29. Labor Strike: It is the Contractor's responsibility to provide continuous maintenance services, without interruption, to all buildings and facilities specified herein. In the event of a labor action, the Contractor shall provide other means, at the Contractor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the contractor normal rates (which will be deducted from the Contractor's payment) to the City being borne by the Contractor.

30. Additions/Deletions: The City may, without invalidating the contract, modify the contract by adding, deleting, or changing areas to the contract; by adding deleting or changing usage or space, by adding, deleting, or changing routine services; by deleting or changing specifications. All changes shall be ordered by means of a written change order to the purchase order. Additions shall be added at the contracted square foot for comparable facilities under contract. If there are no comparable facilities, the price shall be negotiated by the City with the Contractor.

31. Holidays: Contractor ***shall not*** provide services on City observed holidays. City holidays include

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day	Christmas Day
New Year's Eve Day		

32. Qualifications/Security: The Contractor, subcontractors and all employees shall be capable and experienced in the contract work to be performed. The contractor or any principle, officer or employee of the Contractor who has been convicted of any felony or any crime involving moral turpitude with the previous 10 years is prohibited from working on City premises until such time as the charges are dismissed. The city may limit or reject certain individuals if their presence is determined by the Building Maintenance Supervisor to be detrimental to the normal conduct of its business.

Prior to commencing any Work under this contract, the City of Redlands requires that the Contractor and any principles, officers or employees who will work on City premises undergo a security check through the City of Redlands Police Department. This is a LIVESCAN background check and is considered a Background Check 1. There is no cost to the contractor for this service and the Contractor shall ensure this requirement is met prior to ANY personnel arriving onsite to conduct janitorial services.

Contractor personnel that are scheduled to work in ANY Redlands Police Department facility will be required to undergo a more in-depth background check (Background Check 2) that includes reviewing online presence, Officers speaking with neighbors, prior employers, family members, etc. Background Check 2 can take up to six (6) weeks to complete and is a requirement for all janitorial personnel entering ANY Redlands Police Department facility for purposes of work.

In the event Contractor enters any Redlands Police Department facility to perform any janitorial functions, without having successfully passed a Background 2, the Contract and Purchase Order are subject to immediate cancellation.

33. Janitorial Bond: Contractor shall provide the City with a Janitorial (Fidelity) Bond or its approved equivalent in a minimum amount of fifty thousand dollars ($50,000.00) covering the fidelity (dishonesty, disappearance, or destruction) of or by the Contractor's employees with ten calendar days after Notice of Award. Said bond shall be duly executed by Contractor and a responsible Surety authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California and registered with the County of San Bernardino. The Contractor shall pay all bond premiums, costs, and incidentals. The City shall return the bond to the Contractor upon the expiration of this Contract and the fulfillment of the Contractor's obligations under this Contract.

35. Recycling: Contractor shall coordinate recycling activities with the City's Recycling Coordinator to minimize refuse disposal & maximize recycling from City facilities.

Contractor shall empty recyclable materials contained with designated recycling containers throughout the facility. This includes all blue, recycling desk-side containers & larger, blue 32-gallon recycling containers. Recycling materials shall be emptied into the white recycling dumpster at the rear of the City Center (Citrus Avenue).

Recyclable materials set aside should be collected & emptied into the white recycling dumpster. This includes office materials such as paper (e.g., boxes, blueprints, plans, files, etc.) that may or may not be placed inside of a recycling container due to inadequate capacity but are clearly labeled "RECYCLE".

Contractor shall contact the City's Recycling Coordinator to apprise him/her of improper separation of materials by City staff. Materials listed below should be separated for recycling by City office staff. Contractor shall NOT collect recyclables for personal use or sale.

Office Paper	Blueprints	Junk Mail	Envelopes
Catalogs	Computer Paper	Colored Paper	Aluminum Cans
Tin (steel) cans	Glass Bottles	Flattened Cardboard Boxes	All other plastic bottles and containers

EXHIBIT "B"

FEE SCHEDULE TITLE

CITRUS CENTER JANITORIAL SERVICES
FCS06292023KG

Pricing to be based on full occupancy rate.

TOTAL FEE/COST PROPOSAL

INCLUDE TOTALS HERE	MONTHLY PRICE	ANNUAL PRICE
PROPOSAL A – YEAR ONE	**$9,993.93**	**$119,927.16**
PROPOSAL B – YEAR TWO	**$9,993.93**	**$119,927.16**
PROPOSAL C – YEAR THREE	**$9,993.93**	**$119,927.16**
TOTAL PRICE FOR THREE YEARS WRITTEN HERE		**$359,781.48**

PRICE PER SQUARE FOOT TO DEEP CLEAN CARPET:	**$0.12**

CONTRACTOR NAME: *Executive Facilities Services, Inc.* CONTACT: *Jim Ferraro*

CONTRACTOR ADDRESS: *6865 Weaver Street* CITY: *Riverside* STATE: *CA* ZIP: *92504*

EMAIL: *jerraro@execservices.biz* DIR#: *JS-LR-000014832* PHONE: *844-780-2626*

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

EXECUTIVE FACILITIES SERVICES, INC.

By:_____ Date: _____

Jim Ferraro, Owner

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for Heating and Air Conditioning Maintenance Services at the Citrus Center ("Agreement") is made and entered in this 3rd day of October, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and F.M. Thomas Air Conditioning, Inc., a California corporation ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform heating and air conditioning services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

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

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of Fifty Thousand Dollars ($50,000.00). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule Title," which is attached hereto and incorporated herein by this reference.

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

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

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Thomas Feyka, President F.M. Thomas Air Conditioning, Inc. 231 Gemini Avenue Brea, CA 92821 tfeyka@fmthomas.com 800-660-0891

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;

(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

F.M. THOMAS AIR CONDITIONING, INC.

By: _____
Thomas Feyka, President

EXHIBIT "A"

SCOPE OF SERVICES

Provide on-call air conditioning & heating monthly maintenance and as needed repairs for the Citrus Center, located at 300 E. State Street, Redlands, CA 92373.

Hourly rates shall include all costs for the services described. All overhead costs, including but not limited to, travel, trip charges, chemicals, equipment maintenance, etc. shall be included in hourly rates provided as quote. Prices shall remain in effect for the term of the contract. "Quoted" or "Bid" jobs shall utilize the same hourly rates and parts mark up as provided in quote for FCS06302023KG.

C-20 HVAC License is required.

DIR registration is required at time of bid and throughout the life of this Agreement.

A response time of 4 hours from initial contact with city is required for all service calls.

Contractor will provide all documentation the EPA may require regarding compliance with the Clean Air Act.

Prevailing wage rates must be paid and billed for any repairs in excess of $1000.00.

EXHIBIT "B"

FEE SCHEDULE TITLE

CITRUS CENTER HEATING & AIR CONDITIONING SERVICES
FCS06302023KG

FEE/COST PROPOSAL

HOURS OF WORK	A ESTIMATED HOURS	B. PREVAILING WAGE HOURLY RATE	D. TOTAL FOR PREVAILING WAGE RATES	E. NON - PREVAILING WAGE RATES	F. TOTAL FOR NON-PREVAILING WAGE RATES
Monday through Friday 8:00 AM to 5:00 PM	200	$160.00	$32,000.00	$160.00	$32,000.00
Monday through Friday 5:01 PM to 7:59 AM	100	$185.00	$18,500.00	$185.00	$18,500.00
Saturday or Sunday 8:00 AM to 8:00 A.M. (24 Hours)	75	$215.00	$16,125.00	$16,125.00	$16,125.00
Holidays 8:00 AM to 8:00 A.M. (24 Hours)	50	$215.00	$10,750.00	$10,750.00	$10,750.00
MARK UP %20		**TOTAL**	$77,375.00	**TOTAL**	$77,375.00

CONTRACTOR NAME: *F.M. Thomas Air Conditioning, Inc.* CONTACT: *Thomas Feyka*

CONTRACTOR ADDRESS: *231 Gemini Ave.* CITY: *Brea* STATE: *CA* ZIP*: 92821*

EMAIL: TFeyka@fmthomas.com DIR#: *1000003383* PHONE: *800-600-0891*

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

F.M. THOMAS AIR CONDITIONING, INC.

By:_____ Date: _____

Thomas Feyka, President

City Council/Successor Agency Meeting **M. 4.**

DATE: 10/03/2023

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 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:
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:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

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

An additional appropriation from the unassigned fund balance in the General Fund is being requested to cover the additional cost, $73,564.46, for adding the Redlands Sports Complex to the sports fields maintenance agreement. The unassigned fund balance is estimated at $21.6 million at the end of Fiscal Year 2023.

Attachments

Mariposa Landscapes, Inc. Contract

Additional Appropriation

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
irety)

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*

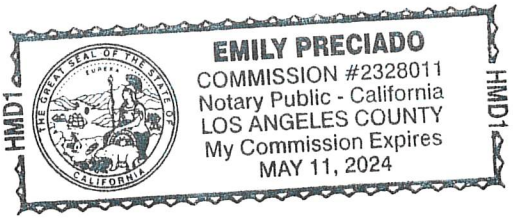
personally appeared Mary Smith
Name(s) of Signer(s)

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



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:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

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

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 8/22/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Parks	101-303	6710		$ 73,564.46
				$ $ 73,564.46

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

JUSTIFICATION: Additional funds required to add the Redlands Sports Complex soccer fields to the sports fields maintenance agreement. Request additional amount be allocated from the undesignated general fund.

Requested By: Tabitha Crocker
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

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 3rd 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 3, 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

City Council/Successor Agency Meeting **M. 5.**

DATE: 10/03/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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 approve an additional appropriation of $250,000 to fund the IT design and planning services related to State Street City Hall and PD Safety Hall (Management Services/Finance Director Garcia)

MOTION(S):

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

1. I move to approve the First Amendment to the Agreement with SDI Presence LLC to include IT design services for the new City Hall and Police Department (PD) Safety Hall facilities in the amount of $250,000; and

2. I further move to approve an additional appropriation of $250,000 from the General Fund's Future Facilities Reserve to fund the first amendment in the City/Safety Hall Capital Projects Fund (406).

RECOMMENDATION:

Staff recommends that the Council approve the first amendment to the agreement with SDI Presence LLC for IT Support Services to include IT design services for the new City Hall and PD Safety Hall facilities in the amount of $250,000 for a total aggregate amount of $750,000, and authorize an increase in appropriations in the City Hall/Safety Hall Fund (406) of $250,000 to be offset by a release from the General Fund's Future Facilities Reserve.

DISCUSSION:

In late 2021 and early 2022, the City acquired two strategically important properties: 300 East State Street, earmarked for the new City Hall, and 1625 West Redlands Boulevard, designated as the future site of the new PD Safety Hall. The development of these pivotal facilities will require thorough evaluation, design, and planning. This comprehensive effort encompasses elements of Information Technology (IT) and network infrastructure, which are vital for facilitating the needs of both buildings.

The building design, architecture, and construction management are managed separately from the IT design aspect. The specialization of IT services required for the new buildings exceeded the capacity that the architectural firms could manage internally, necessitating the outsourcing of these specialized tasks to subcontractors. Another option was for the City to contract directly for these services.

On November 1, 2022, the Council granted its approval for an agreement with SDI Presence LLC to provide an array of IT support services. Originally, the scope of this engagement was limited to project-based and routine operational support, including server maintenance, administration of Microsoft Office 365, network management and administration, augmentation of security protocols, as well as IT project management.

Having collaborated closely with our IT personnel and becoming familiar with our existing technology landscape over the past year, SDI Presence is well-positioned to perform the additional work of planning and design of the new IT infrastructure for the new facilities. Their professional rigor and acquired knowledge of the existing IT landscape of the City make them a compelling choice for this work. Consequently, it is staff's recommendation to amend the City’s existing agreement with SDI Presence LLC to meet these pressing infrastructure demands.

The additional scope will include, but is not limited to:

1. IT Infrastructure Assessment: Evaluating the existing IT infrastructure to provide recommendations for the new buildings.
2. Network Design: Architecting a secure and robust network to support the City's and RPD's operational needs.
    a. Includes development of recommended standards for network, wiring, security, etc.
    b. Includes development of access control recommendations and procurement assistance
    c. Includes assistance with the move/upgrade/migration of the existing phone system, including procurement assistance
3. Security Protocols: Recommending and setting up security measures to

protect the City's data and infrastructure.
4. Vendor/External Agency Coordination: Coordinating with other vendors/external agencies to ensure seamless integration/move of all systems.

The original agreement with SDI Presence was for a three (3) year term with two (2) one-year options to renew. The total compensation of the original agreement was not to exceed $500,000. The proposed amendment increases the contract by $250,000, bringing the total contract value to $750,000 with a term that would end, if all options to extend are used, on October 31, 2027.

ALTERNATIVES:

The Council may choose not to approve the amendment to the agreement with SDI Presence. However, this would have an adverse impact on the timeline for both City Hall and PD Safety Hall design and planning phases.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

Fiscal Impact

Fiscal Year:	FY 2024
Appropriation Required Y/N:	Yes
Amount:	250,000
Budgeted Y/N:	N
Account No.:	604900

Discussion:

Funding for these services will be offset by a release in the Future Facilities Reserve in a corresponding amount for the expanded scope of work items covered by this amendment, up to $250,000. Only actual expenses incurred will be reimbursed from the Reserve for Future Facilities.

Attachments

First Amendment Agreement SDI Presence
Original Agreement - SDI Presence LLC - November 2022
Additional Appropriation Form

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for IT Support Services ("Agreement"), dated November 1, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and SDI Presence LLC, a Delaware Limited Liability Company ("Consultant"), is made and entered into this 3rd day of October, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to Article 5.1 to increase the not-to-exceed payment amount to the consultant from five hundred thousand dollars ($500,000) to seven hundred and fifty thousand dollars ($750,000), and to Exhibit "A" – Scope of Services to incorporate the planning and design work for the new City Hall and PD Safety Hall facilities.

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

AGREEMENT

Section 1. Section 5.2 of the Agreement, entitled "Compensation", is hereby amended to read as follows:

> 5.2 Total compensation for Consultant's performance of the Services shall not exceed the amount of seven hundred and fifty thousand dollars ($750,000) over the Initial and Renewal Terms. City shall pay Consultant on a time and material basis in accordance with Exhibit "B," titled "Rate Schedule," which is attached hereto and incorporated herein by this reference."

Section 2. Exhibit "A" entitled "Scope of Services" and as described in Article 2.1 is hereby replaced with a new Exhibit "A", which is attached hereto and incorporated herein and into the Agreement by this reference.

Section 3. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of October 3, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

SDI PRESENCE LLC

By: _____
Sharee L. Wolff, CFO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES
(*Amended)*

Overview of Proposed Services

1. SDI personnel will perform a comprehensive assessment of the current state of the environment. This assessment includes, but is not limited to, system scans, deployment of host-based monitoring and reporting tools, and hands-on inspection of infrastructure devices. The resulting baseline snapshot includes an inventory of computer hardware including virtualized assets, software including version details, and network infrastructure devices including interconnection details. This initial assessment is intended to help gauge deviations from generally accepted information technology management best practices.

2. The SDI management team, along with key SDI personnel, will interview organizational stakeholders to document historical challenges, current operations, and discuss departmental objectives requiring IT solutions and support.

3. SDI will produce a comprehensive report for your management that includes the baseline snapshot information, summary of stakeholder discussions, and recommendations for short-term corrective measures and long-term solutions targeting optimal IT operations to meet organizational objectives. In summary, this report helps support the development of a guide for system management services and serves as supporting documentation for an IT Master Plan. Note that recommendations may also include reduction or expansion of specific hardware/ software platforms, modifications to currently employed technologies, and augmentation/training for staff. All recommendations are substantiated with information gathered throughout the assessment.

4. SDI will support the IT Design Services for the new City Hall and PD Safety Hall facilities, including project management, development of procurement documents, infrastructure assessment, developing a list of recommended standards, and system design and documentation.

Specific Services Included

Server Support

SDI's server support methodology is integrated within the overall endpoint management practices described below in the Managed Services Technology section. In general, SDI typically furnishes clients with an Information Technology Service Management solution to increase the efficiency and effectiveness of the entire service offering. This host-based continuous monitoring agent, installed on each computer endpoint, conducts environmental data collection and provides a centralized IT management portal.

SDI will perform initial assessments of hardware problems as well as basic upgrades (RAM, storage, controller cards), however on-site technicians generally defer to manufacturer warranty coverage for hardware failures.

Services management such as Active Directory, DHCP, DNS, Group Policy, Print and Document Services, 115, Windows Deployment Services, and Windows Server Update Services are all managed as a part of the core operations for all environments.

SDI will implement a monthly patch management schedule for server operating systems wherein select non-critical servers will receive operating system and application patches as a part of a test group. In the event these servers experience problems with the patches, a rollback process will be enacted. If no problems are identified, the patches will be applied to the remaining servers.

Office 365 Administration

Procurement
SDI will assist with the procurement of Microsoft licensed products by leveraging existing Enterprise Agreements previously negotiated by larger organization(s) to obtain favorable pricing not typically available to smaller local government organizations.

Modernization
SDI will transition the City's email system from a version-based Microsoft Office model to software as a service with subscription-based Office 365 hosted on Microsoft 365 Government Community Cloud (GCC), including Microsoft-hosted email solutions, Active Directory/ Azure synchronization, OneDrive, SharePoint Online, and Teams.

Administration
SDI will perform conversions/migrations for Microsoft 365 as well as ongoing management of existing 365 environments. Typical administration begins with the information management policy development and configuration for new environments, or policy assessment in collaboration with organizational stakeholders for existing environments. Examples of policy considerations vary widely from on-premises only office productivity suites.

SDI will configure municipal client hosted environment within the Microsoft 365 Government Community Cloud (GCC) which provides compliance with federal requirements for cloud services, including FedRAMP High, Defense Federal Acquisition Regulations Supplement (DFARS), and requirements for criminal justice and federal ta x information systems (CJI and FTI data types).

Network Administration

SDI can and will manage numerous firewalls from manufacturers such as Cisco, Fortinet, Sonicwall; site-to- site VPNs, and remote-access VPNs leveraged for both border security and internal segmentation at several sites. Additionally, SDI can migrate clients to application-layer/ next-generation firewalls (NGFW) to provide a more unified threat management platform that includes application-layer visibility

to increase understanding of application traffic, expanded traffic control options beyond blunt allow/deny, reduction of threat vectors, improved performance and security, and simplified management.

Network infrastructure monitoring and alerting is typically performed using a mixed on-premises and cloud-based network monitoring tool to perform continuous monitoring of network devices and traffic. This service provides:

- A real-time view of the City's network, including all the devices and interconnections
- A real-time inventory of all the technology on the City's network
- Automated backups of network infrastructure configurations
- 24/7 proactive infrastructure monitoring and alerting
- Automated troubleshooting tools and secure remote access to the City's infrastructure devices
- Performance reports

Security Administration

SDI can establish a robust and layered security model when feasible. Details of the City's existing INFOSEC model are purposely excluded from this document to preserve the integrity of that model. In general terms, SDI will develop a comprehensive INFOSEC proposal to address any observed deficiencies in the City's adherence to a generally accepted risk management framework applicable to government-owned systems. Labor hours to implement INFOSEC recommendations by SDI included within the scope of services. There is, however, the potential for additional software, hardware, and licensing costs that must be borne by the City to proceed. The proposal will include assessment of existing, and recommendations to implement, the following technologies:

- Intrusion detection system/intrusion prevention system (IDS/IPS)
- Security information and event management (SIEM)
- Audit logging and correlation of compatible computer systems
- Audit logging and correlation of compatible network infrastructure equipment
- Endpoint security [e.g., firewall, anti-virus, anti-malware, application whitelisting, etc.]
- Vulnerability assessment and management
- Disaster planning [e.g., IT contingency planning, continuity of operations, etc.]

Managed Services Technology

SDI will furnish the City with an Information Technology Service Management (ITSM) solution to increase the efficiency and effectiveness of the entire service offering. This ITSM employs a host-based continuous monitoring agent, installed on each computer endpoint, to conduct environmental data collection and centralize IT management. This highly configurable agent improves the efficiency of IT management through:

- Centralized remote administration, support, and power management
- Customized continuous monitoring and alerting
- Operating system patch-level monitoring and management
- Endpoint status reporting and alerting
- Inventory tracking

The monitoring and alerting feeds into the helpdesk ticket and resolution tracking component, thereby automating the tracking of system-generated alerts. Desktop endpoint management services typically include setup and configuration of desktops; ongoing hardware diagnostics and support of all desktops, printers, and other peripherals; maintenance of operating system and application patch levels in accordance with agreed-upon outage schedules; installation, upgrades, and troubleshooting of software as required; maintenance of accurate hardware and software inventories; performance of minor hardware installations and modifications on IT equipment. Server endpoint management services typically include the same as desktop endpoints with the addition of administration of server-based file systems to ensure that access to organizational data is secure and available for authorized users/groups, administration of Active Directory, enterprise application support.

Typical monthly patch management schedules include select users and systems that receive the operating system and application patches as a part of a test group. In the event these users experience problems with the patches, a rollback process will be enacted. If no problems are identified, the patches are applied to the remaining workstations.

Project Management

SDI will provide a comprehensive suite of project management and IT services to the City. The scope of services provided include specialized planning and management of mission-critical public safety applications, large-scale software and hardware upgrade/replacement projects, custom software development, data-center operations, and routine O&M. The scope of support levels ranges from *supplemented IT support,* wherein SDI provides part-time/full-time IT professionals to supplement municipal IT staff as needed, to *full-service IT support,* wherein SDI provides full-time IT consultants to lead IT operations, and project managers for consultative technical implementations.

Projects range from conception, wherein SDI performs technology assessments and strategic planning, to full implementation wherein SDI assumes control of in- progress projects, and SDI can execute full life-cycle projects identified post-assessment.

Law Enforcement Mobile Data Computing

SDI can provide MDC tier 1-3 support 24/7/365 for many Southern California Law Enforcement agencies. All of SDI employees will meet CJIS security requirements and have passed an extensive background check similar to that conducted by law enforcement. SDI will apply its extensive knowledge of all aspects of MDCs for law enforcement use including Microsoft operating systems for PC and servers, Office 365, mobile device management software, image creation for fast and efficient hardware deployment/restore, VPN in a mobile environment, and CAD/RMS systems to name a few. SDI will employ certified Spillman technicians supporting several Spillman clients.

SDI will employ its extensive experience with the design and deployment of the MDC in-vehicle and backbone hardware and software for law enforcement applications.

Additional Services Included:

IT Design services for the new City Hall and PD Safety Hall

- Assistance for City Hall and for the Safety Building facility tenant improvements.
- Assist and advise City IT, police, police dispatch, and project Staff, project architect(s).
- Assist in development of construction RFPs, selection of contractors.
- Assist City Staff in IT aspects of project management for construction.
- IT design input toward the building tenant improvements and facility moves.
- A listing of recommended standards, policies, procedures needed to execute this project and that benefit future ongoing operations, such as wiring standards, equipment standards, technology acceptable use, security policies. Develop draft documents for those identified and agreed upon.
- Project management assistance. No project plan deliverables provided by SDI.
- IT integration in building, space planning, local and internet wiring. Or work with the architects' structured cabling design groups.
- Assistance in HVAC, but final recommendation toward construction to be by the project architect and/or electrical engineer and contractor. SDI to provide IT needs and written recommendations.
- Power, but final recommendations toward construction to be provided by the project architect and/or electrical engineer and contractor. SDI to provide IT needs and written recommendations.
- Fire suppression, but final recommendations to be provided by Fire Life Safety engineers.
- Camera Systems for both City Hall and PD; work with departments to develop specifications and RFP.
- Access controls for both City Hall and PD; work with departments to develop access groups and access doors. Develop RFP for access control installation or work with the City's existing contractor.
- Coordinate with the City's 911 carrier to move the PSAP 911 circuits.
- Coordinate antenna/radio tower moves from existing location at PD to new PD Safety Hall.
- Coordinate with the City's police department-located equipment moves, that belongs to others - Sheriff, OES, etc.
- Coordinate with the City's 911 console provider. Note we determined 911 funding will not be available until the end of the project, just prior to the anticipated move-in dates. The new console is thought to be installed in the new PD.
- Coordination with the City's radio system contractors - Public Works' LMR and Safety. Note SDI does not have in-house radio system expertise, only working knowledge.
- Assist the City's AV engineering/contractor in relocation of Council Chambers audio/video collection, streaming and storage, as required.
- Assist in conceptual design of the phone system move and/or migration and upgrade. Assist development of an RFP if necessary.
- Coordination to include considerations for housing or accessing the City's traffic systems, fleet management, fueling, airport weather, control systems (water, sewer SCADA), cashiering/credit card systems, including server or network assets and radio connectivity as needed.
- Deliver final network schematic and documentation upon project completion.

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of IT Support Services ("Agreement") is made and entered in this 1st day of November, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and SDI Presence LLC, a Delaware Limited Liability Company ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Project-based IT Support 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 Danielle Garcia, Management 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 term of this Agreement shall be for a period of three (3) years from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.2 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:

5.2

The compensation for Consultant's performance of the Services shall not exceed the amount of Three Hundred Thousand dollars ($300,000) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of One Hundred Thousand dollars ($100,000) for the first Extended Term; and One Hundred Thousand dollars ($100,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Fine Hundred Thousand dollars ($500,000). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Rate Schedule," which is attached hereto and incorporated herein by this reference.

5.3 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:

Sharee L. Wolff, CFO
SDI Presence LLC
200 E. Randolph Street, Suite 3550
Chicago, IL 60601
swolff@sdipresence.com
Phone:((312) 580-7500
Fax: (312) 580-7600

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability,

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried

and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

SDI Presence LLC

By: _____

Sharee L. Wolff, CFO
Printed Name, Title

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Overview of Proposed Services

1. SDI personnel will perform a comprehensive assessment of the current state of the environment. This assessment includes, but is not limited to, system scans, deployment of host-based monitoring and reporting tools, and hands-on inspection of infrastructure devices. The resulting baseline snapshot includes an inventory of computer hardware including virtualized assets, software including version details, and network infrastructure devices including interconnection details. This initial assessment is intended to help gauge deviations from generally accepted information technology management best practices.

2. The SDI management team, along with key SDI personnel, will interview organizational stakeholders to document historical challenges, current operations, and discuss departmental objectives requiring IT solutions and support.

3. SDI will produce a comprehensive report for your management that includes the baseline snapshot information, summary of stakeholder discussions, and recommendations for short-term corrective measures and long-term solutions targeting optimal IT operations to meet organizational objectives. In summary, this report helps support the development of a guide for system management services and serves as supporting documentation for an IT Master Plan. Note that recommendations may also include reduction or expansion of specific hardware/ software platforms, modifications to currently employed technologies, and augmentation/training for staff. All recommendations are substantiated with information gathered throughout the assessment.

Specific Services Included

Server Support

SDI's server support methodology is integrated within the overall endpoint management practices described below in the Managed Services Technology section. In general, SDI typically furnishes clients with an Information Technology Service Management solution to increase the efficiency and effectiveness of the entire service offering. This host-based continuous monitoring agent, installed on each computer endpoint, conducts environmental data collection and provides a centralized IT management portal.

SDI will perform initial assessments of hardware problems as well as basic upgrades (RAM, storage, controller cards), however on-site technicians generally defer to manufacturer warranty coverage for hardware failures.

Services management such as Active Directory, DHCP, DNS, Group Policy, Print and Document Services, 115, Windows Deployment Services, and Windows Server Update Services are all managed as a part of the core operations for all environments.

SDI will implement a monthly patch management schedule for server operating systems wherein select non-critical servers will receive operating system and application patches as a part of a test group. In the event these servers experience problems with the patches, a rollback process will be enacted. If no problems are identified, the patches will be applied to the remaining servers.

Office 365 Administration

Procurement
SDI will assist with the procurement of Microsoft licensed products by leveraging existing Enterprise Agreements previously negotiated by larger organization(s) to obtain favorable pricing not typically available to smaller local government organizations.

Modernization
SDI will transition the City's email system from a version-based Microsoft Office model to software as a service with subscription-based Office 365 hosted on Microsoft 365 Government Community Cloud (GCC), including Microsoft-hosted email solutions, Active Directory/ Azure synchronization, OneDrive, SharePoint Online, and Teams.

Administration
SDI will perform conversions/migrations for Microsoft 365 as well as ongoing management of existing 365 environments. Typical administration begins with the information management policy development and configuration for new environments, or policy assessment in collaboration with organizational stakeholders for existing environments. Examples of policy considerations vary widely from on-premises only office productivity suites.

SDI will configure municipal client hosted environment within the Microsoft 365 Government Community Cloud (GCC) which provides compliance with federal requirements for cloud services, including FedRAMP High, Defense Federal Acquisition Regulations Supplement (DFARS), and requirements for criminal justice and federal ta x information systems (CJI and FTI data types).

Network Administration

SDI can and will manage numerous firewalls from manufacturers such as Cisco, Fortinet, Sonicwall; site-to- site VPNs, and remote-access VPNs leveraged for both border security and internal segmentation at several sites. Additionally, SDI can migrate clients to application-layer/ next-generation firewalls (NGFW) to provide a more unified threat management platform that includes application-layer visibility to increase understanding of application traffic, expanded traffic control options beyond blunt allow/deny, reduction of threat vectors, improved performance and security, and simplified management.

Network infrastructure monitoring and alerting is typically performed using a mixed on-premises and cloud-based network monitoring tool to perform continuous monitoring of network devices and traffic. This service provides:

- A real-time view of the City's network, including all the devices and interconnections
- A real-time inventory of all the technology on the City's network
- Automated backups of network infrastructure configurations
- 24/7 proactive infrastructure monitoring and alerting
- Automated troubleshooting tools and secure remote access to the City's infrastructure devices
- Performance reports

Security Administration

SDI can establish a robust and layered security model when feasible. Details of the City's existing INFOSEC model are purposely excluded from this document to preserve the integrity of that model. In general terms, SDI will develop a comprehensive INFOSEC proposal to address any observed deficiencies in the City's adherence to a generally accepted risk management framework applicable to government-owned systems. Labor hours to implement INFOSEC recommendations by SDI included within the scope of services. There is, however, the potential for additional software, hardware, and licensing costs that must be borne by the City to proceed. The proposal will include assessment of existing, and recommendations to implement, the following technologies:

- Intrusion detection system/intrusion prevention system (IDS/IPS)
- Security information and event management (SIEM)
- Audit logging and correlation of compatible computer systems
- Audit logging and correlation of compatible network infrastructure equipment
- Endpoint security [e.g., firewall, anti-virus, anti-malware, application whitelisting, etc.]
- Vulnerability assessment and management
- Disaster planning [e.g., IT contingency planning, continuity of operations, etc.]

Managed Services Technology

SDI will furnish the City with an Information Technology Service Management (ITSM) solution to increase the efficiency and effectiveness of the entire service offering. This ITSM employs a host-based continuous monitoring agent, installed on each computer endpoint, to conduct environmental data collection and centralize IT management. This highly configurable agent improves the efficiency of IT management through:

- Centralized remote administration, support, and power management
- Customized continuous monitoring and alerting
- Operating system patch-level monitoring and management
- Endpoint status reporting and alerting
- Inventory tracking

The monitoring and alerting feeds into the helpdesk ticket and resolution tracking component, thereby automating the tracking of system-generated alerts. Desktop endpoint management services typically include setup and configuration of desktops; ongoing hardware diagnostics and support of all desktops, printers, and other peripherals; maintenance of operating system and application patch levels in accordance with agreed-upon outage schedules; installation, upgrades, and troubleshooting of software as required; maintenance of accurate hardware and software inventories; performance of minor hardware installations and modifications on IT equipment. Server endpoint management services typically include the same as desktop endpoints with the addition of administration of server-based file systems to ensure that access to organizational data is secure and available for authorized users/groups, administration of Active Directory, enterprise application support.

Typical monthly patch management schedules include select users and systems that receive the operating system and application patches as a part of a test group. In the event these users experience problems
with the patches, a rollback process will be enacted. If no problems are identified, the patches are applied to the remaining workstations.

Project Management

SDI will provide a comprehensive suite of project management and IT services to the City. The scope of services provided include specialized planning and management of mission-critical public safety applications, large-scale software and hardware upgrade/replacement projects, custom software development, data-center operations, and routine O&M. The scope of support levels ranges from *supplemented IT support,* wherein SDI provides part-time/full-time IT professionals to supplement municipal IT staff as needed, to *full-service IT support,* wherein SDI provides full-time IT consultants to lead IT operations, and project managers for consultative technical implementations.

Projects range from conception, wherein SDI performs technology assessments and strategic planning, to full implementation wherein SDI assumes control of in- progress projects, and SDI can execute full life-cycle projects identified post-assessment.

Law Enforcement Mobile Data Computing

SDI can provide MDC tier 1-3 support 24/7/365 for many Southern California Law Enforcement agencies. All of SDI employees will meet CJIS security requirements and have passed an extensive background check similar to that conducted by law enforcement. SDI will apply its extensive knowledge of all aspects of MDCs for law enforcement use including Microsoft operating systems for PC and servers, Office 365, mobile device management software, image creation for fast and efficient hardware deployment/restore, VPN in a mobile environment, and CAD/RMS systems to name a few. SDI will employ certified Spillman technicians supporting several Spillman clients.

SDI will employ its extensive experience with the design and deployment of the MDC in-vehicle and backbone hardware and software for law enforcement applications.

EXHIBIT "B"

RATE SCHEDULE

The following is a breakdown of the City's requested services and the minimum SDI resource types identified to deliver on each service requirement.

- Network Assessment, Engineering, and Tuning
  - SDI Resources Needed:
    - System Engineer
    - Network Engineer
    - Certified Security Specialist
    - Subject Matter Expert
- System/Server/Network Administration
  - SDI Resources Needed:
    - Technician Level 3
    - System Engineer
    - Network Engineer
    - Certified Security Specialist
- Operational Support
  - SDI Resources Needed:
    - Technician Levels 1 - 3
    - System Engineer
    - Network Engineer
- Law Enforcement Mobile Data Computing
  - SDI Resources Needed:
    - Technician Level 2 – 3
    - System Engineer
- Project Management Services
  - SDI Resources Needed:
    - Project Manager
    - Virtual Chief Information Officer
    - Subject Matter Expert

SDI Hourly Rate Table

Please use this table for determining hourly rates.

Position	Hourly Rate
Technician (Level 1)	$74.00
Technician (Level 2)	$84.00
Technician (Level 3)	$94.00
Project Manager	$127.00
System Engineer	$129.00
Software Developer	$132.00
SQL DBA	$132.00
Network Engineer	$138.00
Software Architect	$145.00
Certified Security Specialist	$145.00
Virtual Chief Information Officer	$165.00
Subject Matter Expert	$185.00

Annual adjustments to these hourly rates will incorporate a 5% increase. SDI retains the right to increase hourly rates in accordance with the U.S. Bureau of Labor Statistics, Riverside – San Bernardino – Ontario all urban consumers CPI table. At the time of the contract's yearly renewal date, the CPI for the previous 12-months will be utilized to determine the CPI. If the CPI is greater than 5%, SDI may increase rates to match the CPI increase for the given period.

Hours/Days When Normal Service is Available:

Normal service is available Monday through Friday, 7:00 AM to 5:00 PM. We will provide services as required by the RFP. Additional days for special projects or meetings, are to be agreed upon by both parties via a Scope of Work and billed using the rate table above. We also understand the need for emergency service 24 hours a day, 7 days a week, and there is no additional rate for such services. The same hourly rates apply to any time of day, or day of the week, including holidays and declared emergencies.

Travel/Trip Charges (if any):

None

Rate(s) for After Hours Work:

The same hourly rates apply to any time of day, or day of week, including holidays and declared emergencies.

Rate(s) on Weekends and Holidays:

Same as above.

Minimums:

None

Alternate pricing structures (such as block of hours):

Hours may be purchased as a block for specified projects. SDI will apply a discount to the hourly rate table (all resources listed) when hourly rates are purchased in discount quantities for any specific service listed above.

Block of Hours Range	Discount Rate
50 – 149	2%
150 – 299	4%
300 and Greater	6%

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

__X__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.

SDI Presence LLC

By: Sharee L Wolff Date: 10/12/2022

Sharee L. Wolff, CFO
Printed Name, Title

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 10/3/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Management Services - DoIT

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Safety/City Hall Capital Fund	406xxx	6016	406001	$ 250,000.00
			$	$ 250,000.00

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

JUSTIFICATION: To fund the IT services planning & design for both City & Safety Hall facilities.
This expense will be offset with a release from the Future Facilities Reserve in the General Fund.
Set for CC Mtg of 10/3/2023

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/Successor Agency Meeting **P. 3.**

DATE: 10/03/2023

TO: The Successor Agency Board of Directors

SUBJECT: Approve minutes of the regular meeting of September 5, 2023 (Secretary Donaldson)

MOTION:

I move to approve minutes of the regular meeting of September 5, 2023

Attachments

Regular meeting minutes of September 5, 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 September 5, 2023 at 5:00 P.M.

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

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

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

PUBLIC COMMENT

Coyote Aviation - Dr. Pamela Miller and Joe Rothschild were disappointed with the City's treatment of Coyote Aviation and the termination of their lease at the Municipal Airport. They were concerned that the City's actions appeared to be petty, unreasonable and unsupportive of a small business, and they claimed that Coyote had been a good neighbor. They thought it was not right for the City to acquire the assets from the facility that Coyote had built.

CLOSED SESSION

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

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

1. Rogers, et al. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2126031
2. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544

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

Property:	APN 0292-166-08-0000
Agency Negotiators:	Charles M. Duggan, Jr.; Chris Boatman
Negotiating Party:	Andrew Christopherson, The Grove School
Under Negotiation:	Terms of payment and price of possible lease amendment or purchase of City property

RECONVENE CITY COUNCIL MEETING

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

CLOSED SESSION REPORT

City Attorney Garcia announced the following actions were taken during the closed session:
C-1: No reportable action was taken
C-2: Rogers - On motion of Mayor Pro Tem Barich, seconded by Council Member Guzman-Lowery, the City Council unanimously authorized an appeal in the case of Rogers, et al. v. City of Redlands
C-2: Coyote Aviation - No reportable action was taken
C-3: Real Property Negotiation The Grove School - No reportable action was taken, with Council Member Davis recusing herself based on property ownership located within 500 feet of the Grove School

PRESENTATIONS

Redlands Pet Adoption - Animal Services Supervisor Jodi Kroeger and Animal Services Officer Trevor Houser introduced "Sedan", a six-year-old male German Shepherd mix, who is available for adoption, along with thirty other dogs and five cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been fifty dogs and forty-six cats adopted in July and August 2023.

California Native American Day Proclamation - Council Member Saucedo presented the California Native American Day Proclamation to Vanessa Brierty.

Water Savings Incentive Check - San Bernardino Valley Director, T. Milford Harrison and Kelly Malloy, Strategic Communications Manager, presented an incentive check in the amount of $164,935.49 to Mayor Tejeda for the water savings achieved by the City through conservation efforts for the Demand Management Incentive Program.

Redlands 14U Softball All Star Team - Mayor Tejeda, Mayor Pro Tem Barich and Council Member Saucedo participated in presenting a Recognition Certificate to the Redlands 14U Softball All Star Team members Addie Goff, Bailey Burgess, Cali Leverette, Dani Larsen, Emma Akimoto, Jayla Bowens, Marissa Valentin, Macki Larsen, Mele Wilson, Ryleigh Flanigan, and Vanessa James, and coaching staff Manager Wil Goff and Assistant Coaches Richie Burgess, Donnie Leverette, and Thomas Wilson.

Finance Department Certificates of Appreciation - Mayor Tejeda, along with Management Services/Finance Director Garcia, presented Certificates of Appreciation to Assistant Director of Finance James Garland; Finance Manager Marie Datuin; Senior Accountant Denise Camarillo, Senior Accountant Jannette Mendoza, Management Analyst Miriam Valtierra, and recognition of the Government Finance Officers Association Award for the Annual Comprehensive Financial Report FY 2022.

PUBLIC COMMENT

Ban on Gas Blowers - Dennis Bell voiced concerns regarding the proposal at the last Council meeting to consider banning gas blowers, and he was skeptical about the City's ability to enforce such an ordinance, if approved.

Pro-Life Proclamation - Sam Wong reminded everyone of the September 4, 1977 Golden Dragon Restaurant massacre and its impact on San Francisco, and he condemned all acts of violence, including the senseless shooting of Lauri Carleton. He encouraged people to learn from these tragic events, move on with their lives, and he hoped the Council would consider a proclamation honoring pro-life principles.

Live Music at Hangar 24 - Daniel Aadland urged the Council to allow Hangar 24 Craft Brewery to continue hosting live music events at the facility.

RHS Girls Volleyball Games - Michael Reiter, President of the RHS Girls Volleyball Booster Club, invited everyone to attend the upcoming games to show their support for the reigning Citrus Belt League Champions, who are currently 9 and 0 for the season.

District 2 Representation - Jennifer Maravillas complained about the way in which Eddie Tejeda had represented District 2 and she encouraged him to reach out to others, be more collaborative and build consensus

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 minutes of the regular meeting of July 18, 2023, the adjourned meeting of July 25, 2023, and the Special Meeting of August 22, 2023.

Vote: 5 - 0 Passed

Proclamation Gurudev Sri Sri Ravi Shankar and Mental Health Day

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 August 10, 2023 as Gurudev Sri Sri Ravi Shankar and Mental Health Day.

Vote: 5 - 0 Passed

Proclamation California Native American Day

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 California Native American Day.

Vote: 5 - 0 Passed

Citizens' Measure T Oversight Committee Appointment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously appointed, by roll call vote, Scott Welsh (District 5) to serve a four-year term on the Measure T Oversight Committee ending April 20, 2027.

Vote: 5 - 0 Passed

Employee Assistance Program 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, a three-year agreement with The Counseling Team International to provide employee assistance program services to safety employees for the period beginning September 6, 2023, and continuing through September 5, 2026, with annual amounts not to exceed $34,800-in year 1, $36,540-in year 2, $38,400-in year 3 and a 5% increase if services are sustained for year 4 and 5.

Vote: 5 - 0 Passed

Student Intern Program

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 Memorandum of Understanding between the City of Redlands and San Bernardino Community College District to provide student interns.

Vote: 5 - 0 Passed

Accept FEMA Emergency Management Performance Grant Award

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, to accept the Department of Homeland Security, Federal Emergency Management Agency 2022 Emergency Management Performance Grant award in the amount of $22,159; and authorized an additional appropriation of the same amount to the Emergency Preparedness fund.

Vote: 5 - 0 Passed

Resolution No. 8510 Appropriations Limit for FY 2023-2024

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8510 amending the appropriations limit for Fiscal Year 2023-2024 from $158,949,814 to $158,925,169 and rescinding Resolution No. 8494.

Vote: 5 - 0 Passed

Office of Traffic Safety Grant Award

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 the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed $130,000; authorized the Chief of Police to sign and execute agreements implementing the grant; and approved an additional appropriation of the same.

Vote: 5 - 0 Passed

Resolution No. 8511 Intent to Vacate Excess Street Right-of-Way

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously adopted, by roll call vote, Resolution No. 8511, declaring the City Council's intention to vacate excess street right-of-way (Street Vacation No. 193) that is one foot in width and approximately 965 feet in length, and totaling approximately 965 square feet in area, located on the east side of Texas Street, approximately 400 feet north of Domestic Avenue, and along the property frontage of proposed Tentative Tract Map No. 20520 (APN: 0167-041-01-0000); and determined this proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

Amending Downtown Parking Study Professional 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 First Amendment to the Professional Services Agreement with Walker Consultants Inc., to increase the original agreement from $121,560 by $13,000 for a total aggregate amount not-to-exceed $134,560 for professional consulting services related to preparation of the Downtown Parking Study. The need for additional professional consulting services for the completion of the Study includes attending additional meetings, providing written responses, and preparing revisions to the Study.

Vote: 5 - 0 Passed

Receive and File PARIS Program Annual Report

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, to receive and file the Pavement Accelerated Repair Implementation Strategy (PARIS) Program Annual Report.

Vote: 5 - 0 Passed

Labor Compliance Review Software Purchase

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a sole source purchase and Software and Support Agreement with LCPtracker, Inc. to furnish labor compliance review software and related services for an amount not-to-exceed $36,412.

Vote: 5 - 0 Passed

Resolution No. 8509 - 2023 Sewer System Management Plan

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8509 for the 2023 Sewer System Management Plan is exempt from environmental review in accordance with Sections 15061(b)(3), 21000, 15301 and 15302 of the State guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8509 for the 2023 Sewer System Management Plan.

Vote: 5 - 0 Passed

Construction Management Software Purchase & 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, a sole source purchase and Professional Services Agreement with Virtual Project Manager, LLC to furnish and provide construction management software and software training for an amount not-to-exceed $36,000 for an initial period of three (3) years with two (2) additional one-year renewal options for $12,000 annually for a total agreement amount not to exceed $60,000.

Vote: 5 - 0 Passed

In-Kind Support Request The Artlands Walk

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 the event is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act; authorized and approved a request for in-kind support in the amount of $2,625 related to this event; authorized the temporary street closure of East Vine Street from Cajon Street to 6th Street and Civic Center parking lot; and approved the request for the sale and consumption of alcoholic beverages for

The Artlands Walk event to be held on September 30, 2023.

Vote: 5 - 0 Passed

Art-On-State-Street Event Temporary Closures & Request for Vendors

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 the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; approved the special event and authorized the temporary closure of East State Street from 6th Street to 7th Street on September 24, 2023 for the Art-On-State-Street event hosted by the Redlands Art Association.

Vote: 5 - 0 Passed

Boys and Girls Club Day for Kids Event Temporary Closure

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 the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and authorized the temporary closure of Clay Street, between Lugonia Avenue to Western Avenue, on September 16, 2023 for the Day for Kids event hosted by the Boys and Girls Club of Greater Redlands-Riverside.

Vote: 5 - 0 Passed

Gas Extraction Wells Installation Project Agreement for Quality Assurance

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 Geo-Logic Associates, Inc. to provide construction quality assurance, observation, regulatory compliance and documentation for Gas Extraction Wells Installation Phase 2 & 3 at the California Street Landfill in a total agreement amount not-to-exceed $194,138.16.

Vote: 5 - 0 Passed

Reject Bids Runway and Apron Pavement Treatment 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, to reject all bids for the Runway and Apron Pavement Treatment Project at the Redlands Municipal Airport, Project No. FCS662023JN. The bids received for this project exceeded the estimated cost and Federal Aviation Administration (FAA) Airport Capital Improvement Plan (ACIP) entitlement funds allocated to Redlands Municipal Airport.

Vote: 5 - 0 Passed

COMMUNICATIONS

Sister Cities Hino, Japan Travel Expenditure

Mayor Tejeda reviewed his request regarding the authorization of an expenditure of funds for travel to Sister Cities Hino, Japan, for the Mayor to attend the 60-year celebration of Hino's establishment, and the anniversary of the Sister Cities relationship. He offered background on the Sister Cities program and the ongoing relationship Redlands has with Hino, that dates back to the early 1960s. The firmly established relationship between the two cities has provided the opportunity not only for officials to travel to and experience the sister cities, but also for Hino students to visit and tour the City of Redlands. The itinerary included visitations to the following municipal locations: Hino City Hall, Hino Municipal Clean Center Plastic Recycling Facility, Hino Community Center and Sports Facility, Tokyo Metropolitan Fire Station, Hino Shinsengumi Historical Museum, and Takahata Fudo Shrine and Museum.

As public comment, Joshua Hall and Dennis Bell stated it was important for the Mayor to accept the invitation and visit Hino to celebrate the Sister Cities relationship, but they were against the City funding the trip. Council Member Davis thought the trip's itinerary and agenda were not substantive and she was not in support of using City funds. Council Member Guzman-Lowery was hoping to see more direct benefit to the City and, she suggested the Mayor employ a fund-raising campaign for his travel expenses. Mayor Pro Tem Barich highlighted his experiences as Mayor when he hosted Hino delegates and he found it to be enlightening.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council approved and authorized, by roll call vote, the expenditure of funds for travel to Hino, Japan by Mayor Tejeda.

Vote: 3 - 2 Passed

NAY: Council Member Denise Davis
Council Member Jenna Guzman-Lowery

Flying Pride Flag In Honor of Laura Ann Carleton

Council Member Davis opened the discussion to consider her request to fly the Pride flag at City Hall for one week, Sept. 6-12, 2023, in honor of Laura Ann "Lauri" Carleton, an ally of the LGBTQ+ community, who was recently shot during a dispute over a pride flag hanging outside her clothing store in Cedar Glen. She added this item aligns with Priority C. Equity and Inclusion of the City's Strategic Plan.

As public comment, thirteen people, including Josephine Swanson, Tracy Wise, Michael Paisner, Bruce Laycook, Dominique Swanson, Andy Hoder, Trisha Keeling, Sam Trad, Jennifer Maravillas, Rudi Whitmore, Graham Smith, Traci Lowenthal and Dr. Kathy Feeley supported flying the pride flag in honor of Lauri Carleton, and said that flying the flag would make a statement and show that Redlands will not remain silent but will stand against hatred and discrimination. They warned that with hate crimes on the rise, it was imperative for the Council to promote a safer environment for all people. They added the flag should not be politicized because it was more about equity than politics, and it represented inclusivity.

Eight speakers including, Miss Ashley, Joshua David Hall, Sam Wong, Dale Broome, Dennis Bell, Valerie Zavis, Rachel, and John James were opposed to flying the pride flag because they said the flag did not represent all citizens of Redlands and it would give the appearance of honoring one group over another. They stated that flag raising should unify society's goals and not be a sign of division. The current flag policy, allowing for the American, state and local flags to fly at City Hall, meets the intent of the City's Strategic Plan of diversity and inclusion, as the American flag represents all 73,000 residents. It was also pointed out that while the shooting death of Lauri Carleton was tragic, she was not from Redlands.

Council Member Davis said she knew what it was like to feel unsafe, adding that symbols were important. Symbols can represent resiliency and a sign of encouragement within a community. She urged her colleagues to take this opportunity and honor Lauri Carleton's bravery by flying the pride flag. Council Member Guzman-Lowery stated there was no place for silence when hateful and violent acts occur. Council Member Saucedo and Mayor Tejeda condemned the horrific act of violence against Lauri Carleton but thought there were other ways in which to honor her life. They both agreed that the City should stay within the current flag policy.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council failed to approve, by roll call vote, the flying of the Pride flag at City Hall at City Hall for one week, Sept. 6-12, 2023, in honor of Laura Ann Carleton.

Vote: 2 - 3 Failed

NAY: Mayor Eddie Tejeda
Mayor Pro Tempore Paul Barich
Council Member Mario Saucedo

NEW BUSINESS

Mayor Tejeda called for a brief recess at 8:05 P.M. The meeting reconvened at 8:10 P.M.

Resolution No. 8491 Pension Management Policy

Management Services/Finance Director Garcia summarized Resolution No. 8491, to establish a Pension Management Policy. The City currently has a contract with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for all full-time miscellaneous and safety employees. As part of the Contract, the City is obligated to pay any unfunded accrued liability (UAL) under each of the Pension Plans. Resolution No. 8491 would allow the staff to better manage the City’s pension plans. For more details of the proposal, she introduced Managing Director Andrew Flynn, of California Municipal Advisors, LLC, who provided a presentation of the importance of developing strategies to manage funds properly.

Goals and objectives of a pension management policy include the following: Establish, attain, and maintain targeted pension plan funding levels; Provide sufficient assets to permit the payment of all benefits under the Pension Plans; Seek to manage and control future contribution volatility to the extent reasonably possible; Set forth all possible cost mitigation measures (“Mitigation Measures”) available to the City; Strive to make Annual Discretionary

Payments to accelerate UAL pay-down, reduce interest costs, and stabilize future payments; Maintain the City's sound financial position and creditworthiness; Provide guidance in making annual budget decisions; Create sustainable and fiscally sound future budgets; Demonstrate prudent financial management practices; and Ensure that pension funding decisions protect both current and future stakeholders.

Mr. Flynn offered options for the Council to consider and discussed establishing and operating a Pension Rate Stabilization Fund, either self-managed or a Section 115 trust fund managed by a third-party investment manager. The Pension Management Policy would require that any new increase or decrease in the liability resulting from the annual CalPERS actuarial valuation be explicitly identified each year during the budget cycle, and that the City consider making discretionary contributions with City resources (or other legally available resources), with the objectives of increasing each of the Pension Plan's funded status, by reducing the unfunded actuarially accrued liability, and reducing ongoing pension costs. As public comment, Dennis Bell said this proposal was long overdue and he thought CalPERS was inept.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8491, establishing the City's Pension Management Policy.

Vote: 5 - 0 Passed

University of Redlands Standby Paramedic Services MOU

Fire Chief Sessler introduced the Memorandum of Understanding between the City of Redlands and the University of Redlands for standby paramedic services at university football games for the 2023-2024 school year. At the request of the University, the Fire Department has agreed to provide a Medic Squad or All Risk Vehicle, staffed with two personnel, to provide Advanced Life Support paramedic services at five football games during the 2023-2024 school year, at a cost of $505 per game. The University will compensate the City for these services. Should there be any playoff games, Fire Department emergency personnel will be available for any additional games, as well.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Memorandum of Understanding between the City of Redlands and the University of Redlands for standby paramedic services at university football games for the 2023-2024 school year.

Vote: 5 - 0 Passed

Construction Management Services Agreement Police Department Facility

Assistant City Manager Boatman explained the benefits of a Construction Management Multi-Prime approach, which allows for more financial control over a project and enables the City to hire the builder based on best value. In December 2021, the City Council approved a Purchase and Sale Agreement for the acquisition of the property located at 1625 W. Redlands Blvd for the future development of a public safety facility to be utilized by the Redlands Police Department. He introduced the Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services of the City's

new Police Department Safety Hall Facility. This action includes approval of a professional services agreement and payment is based on time and materials expended, not to exceed $3,000,000. The actual cost will be largely dependent on the project scope which is currently under design. The architect will provide progress updates through staff to the City Council throughout the design process.

On motion of Council Member Mario Saucedo, seconded by Mayor Eddie Tejeda, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services of the City's new Police Department Safety Hall Facility is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines; approved the Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services of the City's new Police Department Safety Hall Facility in an amount not to exceed $3,000,000; and approved an additional appropriation in the amount of $3,000,000. This expense will be offset with a release of the Future Facilities Reserve from the General Fund. The current balance of that reserve is $22,111,486.

Vote: 5 - 0 Passed

Contract Award California Street Landfill Gas Extraction Wells Phase 2 & 3

Facilities and Community Services Director Crocker presented an award of construction contract for the California Street Landfill Gas Extraction Wells Phase 2 & 3 to BSE General Engineering Inc. Phase 2 & 3 in the amount of $423,726.47. The landfill expansion areas have reached maximum waste placement, which means higher concentration gas levels are expected to quickly increase and to remain within compliance, additional wellheads must be installed to mitigate gas control. Sufficient funding for this project is included in the Solid Waste Division's project budget for fiscal year 2023-2024 as approved by City Council.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that the award of a construction contract to BSE General Engineering, Inc., for the California Street Landfill Gas Extraction Wells Installation for Phase 2 & 3, is not subject to further environmental review pursuant to Section 15162 of the State's guidelines implementing the California Environmental Act; and approved a construction contract with BSE General Engineering, Inc. for the California Street Landfill Gas Extraction Wells Installation for Phase 2 &3 for an amount of $423,726.47.

Vote: 5 - 0 Passed

Contract Award Mission Zanja Channel Improvements Project

City Engineer Goutam Dobey summarized a Public Works Construction Contract with Harbor Coating and Restoration for the Mission Zanja Channel Improvements Project, Project No. 405003 for an amount not-to-exceed $381,799. This maintenance project, which includes cleaning and preparing the interior channel surface, removing material and debris as necessary to complete the work, spot repairing concrete, and applying the sealant to the channel walls and ceiling.

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 Construction Contract and construction of the Mission Zanja Channel Improvements Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act; approved the Mission Zanja Channel Improvements Project Plans and Specifications, and awarded a Construction Contract to Harbor Coating and Restoration for an amount not-to-exceed $381,799. There is no fiscal impact associated with this action. The construction cost for this project is included in the FY 23/24 MUED budget.

Vote: 5 - 0 Passed

Water Meter Replacement Project Agreement

City Manager Duggan explained the need for an additional appropriation of $4,932,257.96 from the Water Fund and the approval of a Non-Professional Services Agreement with Ferguson Enterprises, LLC for an amount not-to-exceed $6,747,257.96 for the third and final phase of the Water Meter Replacement Project.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, an additional appropriation of $4,932,257.96 from the Water Fund for the third and final phase of the Water Meter Replacement Project; and approved a Non-Professional Services Agreement with Ferguson Enterprises, LLC for an amount not-to-exceed $6,747,257.96 for the third and final phase of the Water Meter Replacement Project.

Vote: 5 - 0 Passed

Grant Acceptance HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings Project

City Engineer Goutam Dobey detailed the Highway Safety Improvement Program (HSIP) Cycle 9 Grant in the amount of $298,000 and the request to approve a Construction Contract with California Professional Engineering, Inc. for the HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings Project for an amount not-to-exceed $259,245.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that acceptance of a grant and approval of a Construction Contract and construction of the Highway Safety Improvement Program (HSIP) Cycle 9 Orange Blossom Trail Phase 3 Crossings Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; accepted the California Department of Transportation HSIP Cycle 9 grant award of $298,000; approved the HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings Project plans and specifications; approved the Construction Contract with California Professional Engineering, Inc. for an amount not-to-exceed $259,245; and approved an additional appropriation in an amount not-to-exceed $48,000 for this project.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

There were no Council Member announcements presented

ADJOURNMENT

The meeting adjourned at 9:02 P.M. in memory of former Mayor Bill Cunningham who served the City selflessly in so many ways, as a teacher, coach, RUSD Board Member, as well as serving 12 years on the City Council with one term as mayor. He was a tireless advocate for slow growth in Redlands and was passionate about protecting orange groves. Mayor Pro Tem Barich said he was always dedicated to making Redlands a better place and he will be greatly missed. The next regular meeting of the City of Redlands City Council will be held on September 19, 2023.

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

Chairperson Tejeda called the meeting to order and offered anyone present the opportunity to address the Board on any subject not already on the agenda, within the jurisdiction of the 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 July 5, 2023 were unanimously approved, by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 9:03 P.M. The next regular meeting of the Agency will be held on October 3, 2023.