CITY OF REDLANDS

CITY COUNCIL

A G E N D A

JUNE 20, 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

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

TUESDAY, JUNE 20, 2023

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

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

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

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

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

- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak

- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.



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

5:00 P.M.

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

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

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

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

   a. Davis v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2132368

2. a. Performance Evaluations of Public Employees – Government Code §54957(b)(1)
   Position: City Attorney and City Manager
   b. Conference with labor negotiator - Government Code §54957.6
   (Assistant City Manager McConnell)

Agency Negotiators:	Mayor Tejeda and Mayor Pro Tem Barich
Unrepresented Employees	City Attorney and City Manager

3. Conference with labor negotiator - Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiator:	Laura Kalty, Liebert Cassidy Whitmore; Janice McConnell; Tommi Ng, Danielle Garcia
Employee Organizations:	Redlands Association of Department Directors Redlands Association of Management Employees Redlands Association of Mid-Management Employees Redlands Association of Safety Management Employees Redlands Association of Fire Management Employees Redlands Police Officers Association Redlands Professional Firefighters Association Redlands Civilian Safety Employees Teamsters Local 1932 Redlands Chapter

Recycled Paper

6:00

D. **Reconvene City Council Meeting**

E. ***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.)

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

G. **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.)

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

1. Approve the special meeting minutes of June 5, 2023, and the regular meeting minutes of June 6, 2023 (City Clerk Donaldson)

2. Approve recommendation for appointment to the Human Relations Commission (Mayor Tejeda and Council Member Saucedo)

3. Approve recommendation for an appointment to the Airport Advisory Board (Mayor Tejeda and Councilmember Guzman-Lowery)

4. Adopt Resolution No. 8475 approving the destruction of certain public records in the City Clerk's Office (City Clerk Donaldson)

5. Disclosure of Settlement Agreement and Release of All Claims Candace Sheri Jean Davis; San Bernardino County Superior Court Case No. CIVSB2132368 (City Attorney Garcia)

6. Authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1657 enacting the Affordable Housing Bond Act of 2024 (Assistant City Manager McConnell)

7. Adopt Resolution No. 8487 approving Agreement 3CA06326 with the Department of Forestry and Fire Protection (Cal Fire) for wildland protection during fiscal year 2023-2024 for an amount not to exceed $244,353.46 (Fire Chief Sessler)

8. Adopt Resolution No. 8481 authorizing the transfer of unclaimed checks and deposits from their respective funds to the General Fund pursuant to California Government Code Section 50053 (Management Services/Finance Director Garcia)

Recycled Paper

9. Approve an Agreement with San Bernardino County for the Collection of Special District Assessments (Management Services/Finance Director Garcia)

10. Approve the single-source purchase of DIMS Linear Systems software in the amount of $43,997.14 (Police Chief Tolber)

11. Approve an agreement between the City of Redlands and the University of Redlands for event services for the Redlands Emergency Services Academy, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Police Chief Tolber)

12. Adopt Resolution No. 8488 for a new connection to the City of Redlands water distribution system and sewer collection system at 2160 Nice Avenue (APN: 0298-231-06-0000) in the unincorporated community of Mentone, adopt Resolution No. 8489 relating to Pre-Annexation Agreement No. 23-07 and determine that approval of the Resolutions is exempt from environmental review pursuant to Sections 15303 and 15319 of the California Environment Quality Act (CEQA) guidelines (Development Services Director Desatnik)

13. Approve the Second Amendment to the sole source Professional Services Agreement with Keyser Marston Associates, Inc., to extend the term end date from June 30, 2023, to June 30, 2024 with an option to extend one additional year, increase the total contract amount of $50,400 by an additional $50,000 for a total aggregate amount not-to-exceed $100,400, and approve an additional appropriation of $50,000, allowing for the continued performance of professional services associated with the implementation of the Inclusionary Housing Program (Development Services Director Desatnik)

14. Record Partial Notice of Non-Renewal of a Land Conservation Agreement relating to parcels owned by Canyon Ranch Development, LLC (herein “Canyon Ranch”) located on San Timoteo Canyon Road (Development Services Director Desatnik)

15. Adopt Resolution No. 8482 for new connections to the City of Redlands water distribution and sewer collection systems for four vacant 0.20 acre parcels located at 1243 Ansley Lane, 1239 Ansley Lane, 1215 Ansley Lane, and 2143 Nice Avenue and identified as county of San Bernardino Assessor’s Parcel Numbers 0298-391-10-0000, 0298-391-09-0000, 0298-391-03-0000, and 0298-391-01-0000 in the unincorporated community of Mentone within San Bernardino County, adopt Resolution No. 8483 relating to Pre-Annexation Agreement No. 23-03 and determine that approval of the Resolutions is exempt from environmental review pursuant to Sections 15303 and 15319 of the California Environment Quality Act (CEQA) guidelines (Development Services Director Desatnik)

16. Approve the First Amendment to the Professional Services Agreement with Watearth, Inc. for the Redlands Country Club Drainage Study, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

17. Approve a sole source purchase and agreement with LCPtracker, Inc. to furnish labor compliance review software and related services (Municipal and Utilities and Engineering Director Harris)

18. Approve the Non-Professional Services Agreement with Quantum Analytical Services, Inc. for air quality sampling and analysis service for an amount not-to-exceed $102,500 and determine that this action is exempt from environmental review pursuant to section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

Recycled Paper

19. Approve the First Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Recycled Water Reservoir Engineering Project to extend the term by six (6) months and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

20. Reject all bids received for the Mission Zanja Channel Improvements Project, Project No. 405003, and direct staff to solicit new bids for the Project (Municipal Utilities and Engineering Director Harris)

21. Approve a request for in-kind support in the amount of $37,686 related to the Redlands Fourth of July Celebration event on July 4, 2023 at Sylvan Park and Moore Middle School, authorize street closures as necessary for the event; authorize the sale and consumption of alcoholic beverages at each location; and determine that the event is categorically exempt from environmental review pursuant to Section 15301 of the CEQA guidelines (Facilities and Community Services Assistant Director Crocker)

22. Approve the agreement with Pet Land Inc. DBA Highland Village Pet Hospital to provide veterinary services and medical supplies to the Redlands Animal Services Division for a five-year term for an amount not to exceed $1,243,267 and approve an additional appropriation in the amount of $125,224 (Facilities and Community Services Assistant Director Crocker)

23. Adopt ORDINANCE No. 2922 (Second Reading), AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING (Facilities and Community Services Assistant Director Crocker)

24. Authorize issuance of proclamation declaring June 19, 2023, as Juneteenth (Mayor Tejeda and Councilmember Davis)

I. Communications

1. Discussion and possible action relating to the appointment to fill the City Treasurer vacancy (Mayor Tejeda)

2. Discussion and possible action relating to the cancellation of the August 1 and August 15, 2023, regular meetings of the City Council (Mayor Tejeda)

J. Public Hearings

1. ORDINANCE NO. 2959 - ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE BY ADDING CHAPTER 18.230 FOR AN INCLUSIONARY HOUSING PROGRAM FOR THE CITY OF REDLANDS.

   (Mayor to declare meeting open as a public hearing)

   a. Consideration of a determination of exemption pursuant to Sections 15061(b)(3) of the California Environmental Quality Act Guidelines.

   b. Public Hearing to consider Ordinance No. 2959 for Ordinance Text Amendment No. 367 to amend Title 18 (Zoning Regulations) of the Redlands Municipal Code by adding Chapter 18.230 for an Inclusionary Housing Program.

      (Development Services Director Desatnik)

Recycled Paper

2. Public Hearing to consider Resolution Nos. 8484 and 8485
(Mayor to declare meeting open as a public hearing)

   a. Resolution 8484 - Calling a special election on the question of levying special taxes within the territory to be annexed to Community Facilities District No. 2004-1; and

   b. Resolution No. 8485 - Declaring results of special election of Annexation No. 25 to Community Facilities District No. 2004-1

(Development Services Director Desatnik)

3. Public Hearing to consider Resolution No. 8437 and Resolution No. 8438
(Mayor to declare meeting open as a public hearing)

   a. Resolution No. 8437- Confirming a diagram and assessment for the 2023-2024 Fiscal Year in connection with Landscape Maintenance District No. 1

   b. Resolution No. 8438 - Confirming a diagram and assessment for the 2023-2024 Fiscal Year in connection with Street Lighting District No. 1

(Facilities and Community Services Assistant Director Crocker)

K. **New Business**

1. Consideration of Memorandums of Understanding negotiated by City staff between the City of Redlands and the Redlands Association of Department Directors, the Redlands Association of Management Employees, the Redlands Association of Mid-Management Employees, and the Redlands Association of Safety Management Employees (Assistant City Manager McConnell)

2. Consideration of the Fire Department's continued membership in the CONFIRE Joint Use Authority for Fiscal Year 2023-2024 and pay associated annual fees in an amount not to exceed $864,568 (Fire Chief Sessler)

3. Consideration of a Request by the University of Redlands for the City of Redlands to serve as Fiscal Agent for University Grant Funds of $8,000,000 Appropriated by the State of California - General Fund pursuant to AB 179 (The Budget Act of 2022) for the University Village Project; Authorization to Submit Request to the California Department of Housing and Community Development (HCD) for Transfer of Grant Funds to the City of Redlands and Approve An Additional Appropriation to the Governmental Grant Funds Account; and Approval of the Fund Transfer Agreement with the University of Redlands (Management Services/Finance Director Garcia)

4. Consideration of the Public Works Contract with F.M. Thomas Air Conditioning, Inc. for an amount not-to-exceed $193,050 for the A.K. Smiley Public Library Boiler Replacement Project, and determine that the project is exempt from environmental review pursuant to Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Assistant Director Crocker)

5. Consideration of a Public Works Construction Contract with CEM Construction Corporation for the 2022 CIP Sewer Pipeline Replacement Project for an amount not-to-exceed $3,314,268; and determination that the Project is exempt from environmental review pursuant to Section 15302 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

Recycled Paper

6. Consideration of Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders and Agreements for a total encumbered amount not-to-exceed $5,305,000 (Municipal Utilities and Engineering Director Harris)

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

M. **Adjournment**
The next regular meeting of the City Council will be held on Wednesday, July 5, 2023.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

Recycled Paper

City Council Meeting **H. 1.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the special meeting minutes of June 5, 2023, and the regular meeting minutes of June 6, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the special meeting minutes of June 5, 2023, and the regular meeting minutes of June 6, 2023.

Attachments

Special Meeting Minutes of June 5, 2023

Regular Meeting Minutes of June 6, 2023

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on June 5, 2023 at 5:30 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; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Danielle Garcia, Management Services/Finance Director; Tommi Ng, Assistant Human Resources Director; James Garland, Assistant Finance Director

Mayor Tejeda called the special 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 subject within the jurisdiction of the City Council, including closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with labor negotiator - Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiator:	Laura Kalty, Liebert Cassidy Whitmore; Janice McConnell; Tommi Ng, Danielle Garcia
Employee Organizations:	Redlands Association of Department Directors Redlands Association of Management Employees Redlands Association of Mid-Management Employees Redlands Association of Safety Management Employees Redlands Association of Fire Management Employees Redlands Police Officers Association Redlands Professional Firefighters Association Redlands Civilian Safety Employees Teamsters Local 1932 Redlands Chapter

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 7:39 P.M.

CLOSED SESSION REPORT

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

ADJOURNMENT

There being no further action required, the meeting adjourned at 7:40 P.M.

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 June 6, 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; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Interim Police Chief

Mayor Tejeda called the meeting to order. Council Member Davis announced that due to illness, she would attend tonight's City Council meeting via teleconference under AB 2449 "Just Cause". This is the second of the two allowable Just Cause exceptions under AB 2449. Council Member Davis also announced that due to property ownership within 500 feet of the Grove School, she recused herself from Closed Session Item C-2 related to property negotiations with the Grove School.

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

PUBLIC COMMENT

Grove School - Andrew Christopherson, Head of Grove School and Trevor Norton described the partnership the school has built with the City over the last several years. Their desire was to continue to be good caretakers and develop a shared vision for the property. They asked the Council for clarity related to the maintenance and care of the property. Areas to be considered in the review included increased traffic and development, higher security needs and the lack of a defined boundary between Heritage Park and the school. It was unclear where Heritage Park began, and Grove School ended.

City Organizational Structure - Steve Rogers voiced concerns about the City's organizational structure and, particularly, the engineering functions. He referenced his communication with the State Board of Registration for Professional Engineers, Land Surveyors and Geologists.

CLOSED SESSION

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

1. Nelson v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2104053

2. Falconieri, et al. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2114106

3. 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 6:15 P.M. with an invocation by Council Member Davis followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

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

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Kennel Attendant Megan Vines introduced "Cooper", a two-year-old male terrier mix, who is available for adoption, along with forty-five other dogs and thirteen cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been twenty-eight dogs and six cats adopted in May 2023.

Proclamation Friends of the Library 50th Anniversary

Mayor Pro Tem Barich presented a Proclamation recognizing the 50th Anniversary of the Friends of the Library to Rebecca McCurdy.

Proclamation Pride Month

Council Member Guzman-Lowery presented a Proclamation to Jina Imani declaring June as Pride Month in Redlands, while Council Member Davis highlighted the importance of issuing the proclamation in recognition of the LGBTQ+ community's contributions to the vitality and enrichment of the City.

PUBLIC COMMENT

Inclusionary Housing Plan - Bruce Laycook, Board Chair of Human Good Affordable Housing, voiced concerns about the Inclusionary Housing Plan scheduled to be considered by Council at the next meeting. After reading the document, he was skeptical it would have a positive effect on seniors and low-income residents. He questioned the "in lieu of fees" as a mitigation measure and reminded the Council of the need for affordable housing.

Touch-a-Truck - Dennis Bell wondered why the Touch a Truck event, hosted by the Rotarians, had not come to Council for approval of alcohol consumption and in-kind services.

City Engineering Functions - Steve Rogers stated the City was not structured properly and the engineering functions should be organized under public works. He referenced again his communication with the State Board of Registration for Professional Engineers, Land Surveyors and Geologists.

CONSENT CALENDAR

Minutes

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the regular meeting minutes of May 16, 2023.

Vote: 5 - 0 Passed

Traffic and Parking Commission Appointment

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously appointed, by roll call vote, Carl Davis to serve the remainder of a four-year term on the Traffic and Parking Commission ending December 21, 2025.

Vote: 5 - 0 Passed

Proclamation 50th Anniversary Friends of A.K. Smiley Public Library

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the issuance of a proclamation recognizing the 50th Anniversary of the Friends of A.K. Smiley Public Library.

Vote: 5 - 0 Passed

Proclamation June 2023 Pride Month

As public comment, eighteen people recommended Council approve the proclamation as a step towards showing the community the City supports all residents and they urged the Council to do more and reconsider authorizing the pride flag to fly in June. Nine speakers were opposed to approving the proclamation and thanked the Council for maintaining the current flag policy which restricts the use of city-owned flag poles for the display of the U.S., State of California, City of Redlands and the POW/MIA flags. Council Members were in accord with the Proclamation.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, the issuance of a proclamation recognizing June 2023 as Pride Month.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

City Attorney Garcia briefly reviewed the Settlement Agreement and General Release, reflecting the terms and conditions for settlement of litigation related to San Bernardino County Superior Court Case No. CIVSB 2114106. The matter was on the agenda to notify the public of the settlement negotiated by the City. As public comment, Dennis Bell wondered if the settlement of $1.7 million would be funded through the General Fund or through the City's insurance company.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Laurel Falconieri and Leslie Martinez. Under the terms of the agreement, the City agrees to pay Ms. Falconieri $1,150,000, and the City agrees to pay Ms. Martinez $500,000 to settle and dispose of disputes and controversies associated with a Complaint filed in the San Bernardino Superior Court entitled Laurel Falconieri and Leslie Martinez vs. City of Redlands, et al., Case No. CIVSB2114106.

Vote: 5 - 0 Passed

Agreement Annual Community Benchmark Survey

Assistant City Manager McConnell presented a three-year agreement with Policy Confluence, Inc. for the annual community benchmark survey. As public comment, Dennis Bell thought this expense to be a waste of taxpayer money and, because the survey had low participation, the results did not accurately reflect the residents' opinions.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, a three-year agreement with Policy Confluence, Inc. for the annual community benchmark survey for an amount not to exceed $68,566.

Vote: 5 - 0 Passed

Professional Recruitment Services Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, a three-year agreement with Gallagher Benefit Services to provide recruitment services for executive and management position vacancies for the period of June 6, 2023, through June 30, 2026, with two optional one-year extensions for a total not to exceed amount of $100,000.

Vote: 5 - 0 Passed

Resolution Nos. 8479 and 8480 Special CFD Tax Levy

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, Resolution Nos. 8479 and 8480 establishing the special tax levy within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) and 2001-1 (Northwest Development Project).

Vote: 5 - 0 Passed

Payment Kiosk

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, a sole source purchase with DynaTouch Corporation for a through-the-wall, full service (credit/debit card, check and cash) payment kiosk not to exceed the amount of $61,000; and authorized staff to execute the Terms and Conditions agreement with DynaTouch Corporation.

Vote: 5 - 0 Passed

Intergovernmental Purchase Server Storage Enhancements

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, an intergovernmental purchase of Pure Storage Storage Area Network (SAN) hardware, for server storage enhancements from Presidio Networked Solutions Group, LLC, in the amount of $67,488.75.

Vote: 5 - 0 Passed

Amending San Bernardino Basin Groundwater Council Framework Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the First Amendment to the San Bernardino Basin Groundwater Council Framework Agreement and authorized the City Manager, or his designee, to execute the Amendment.

Vote: 5 - 0 Passed

Resolution No. 8476 Road Repair Project List

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, Resolution No. 8476 to adopt the Senate Bill No. 1 Road Repair and Accountability Act (SB1) Project List, approving funding for the City's Pavement Management Program; and determined that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

Rapid Flashing Beacon Signs & LED Crosswalk System Purchase

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the sole source procurement of two (2) Rectangular Rapid Flashing Beacon signs and one (1) In-Pavement LED Crosswalk System from NexTech Systems, Inc. for a total of $72,242.43.

Vote: 5 - 0 Passed

Water and Wastewater Treatment Supplies Bid Rejection

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously agreed, by roll call vote, to reject all bids received for Water and Wastewater Treatment Supplies and directed staff to solicit new bids. A comprehensive review and analysis identified incomplete bid responses and significant mathematical errors. These errors warrant the rejection of all bids.

Vote: 5 - 0 Passed

Hazardous Waste Removal Services Bid Rejection

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously agreed, by roll call vote, to reject all bids received for Hazardous Waste Removal services at water and wastewater facilities and directed staff to solicit new bids. A comprehensive review of proposals identified an administrative error in the bid solicitation.

Vote: 5 - 0 Passed

Resolution No. 8367 Traffic Regulations

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, Resolution No. 8367 establishing a midblock crosswalk on Wabash Avenue between Sylvan Boulevard and Montecito Lane adjacent to Crafton Elementary School; and determined that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

Amending 2022 Citywide Sidewalk & ADA Ramp Replacement Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the First Amendment to the Public Works Contract with Tryco General Engineering for the 2022 Citywide Sidewalk and ADA Ramp Replacement Project to extend the time for completion by thirty (30) calendar days.

Vote: 5 - 0 Passed

Grant Award Board of State and Community Corrections

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, to accept the grant award from the Board of State and Community Corrections; and approved an additional appropriation of $55,464.53 to the Police Department, to use to address officer wellness, mental health and provide peer support.

Vote: 5 - 0 Passed

Retail Theft Prevention Grant Program Application

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, Resolution No. 8478 authorizing the application to and participation in the Organized Retail Theft Prevention Grant program funded by the Board of State and Community Corrections, and if awarded, authorized the City Manager or his designee to execute any subsequent funding agreement.

Vote: 5 - 0 Passed

BMX Pump Track Design Services

Assistant City Manager Boatman discussed the Parks and Recreation Advisory Commission's unanimous recommendation to the City Council to direct staff to issue a request for proposal for the design of a BMX pump track and appropriate the necessary funding to pay for the design from the Palmetto Grove Undesignated Parks funds. As public comment, Steve Rogers supported the overall goal of adding a pump track but had concerns about the proposed location and about who would be overseeing the project.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously directed staff, by roll call vote, to issue a request for proposals for professional services to design a BMX pump track.

Vote: 5 - 0 Passed

In-Kind Support 2023 Summer Music Festival

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of the 2023 Summer Music Festival event is categorically exempt from environmental review pursuant to Section 15301 of the state's guidelines implementing the California Environmental Quality Act; and approved a request for in-kind support in the amount of $30,000 related to the 2023 Summer Music Festival event hosted by the Redlands Bowl Performing Arts.

Vote: 5 - 0 Passed

Solid Waste Rate Structure and Feasibility Study Review

Assistant City Manager Boatman introduced a three-party agreement with R3 Consulting Group, Inc. and Colantuono, Highsmith & Whatley, PC for the review of the current solid waste rate structure and feasibility study. As public comment, Steve Rogers stated this item should not have been placed on the Consent Calendar, and he reiterated his concerns about the engineering functions within the City. He thought this should fall under the purview of licensed engineers and not under Mr. Boatman and Facilities and Community Services.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a three-party agreement with R3 Consulting Group, Inc. and Colantuono, Highsmith & Whatley, PC for the review of the current solid waste rate structure and feasibility study for an amount not-to-exceed $89,375.

Vote: 5 - 0 Passed

Toyota of Redlands Lease Agreements

Mayor Pro Tem Barich recused himself from this item due to his source of income relationship with Toyota of Redlands.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously authorized, by roll call vote, the City Manager or his designee to negotiate sole source lease agreements with Toyota of Redlands for three vehicles at a cost not to exceed $85,000 and to execute the lease agreements together with any other associated documents with Toyota of Redlands.

Vote: 4 - 0 Passed

Other: Mayor Pro Tempore Paul Barich (RECUSE)

Resolution No. 8466 Salary Schedule

Assistant City Manager McConnell provided information regarding Resolution No. 8466 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8406. As public comment, Steve Rogers expressed concerns about some of the position changes, complained the City was top heavy and questioned why Redlands needed two Assistant City Managers.

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. 8466 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8406.

Vote: 5 - 0 Passed

COMMUNICATIONS

Redlands Police Community Foundation Annual Report

Interim Police Chief Tolber introduced Redlands Police Community Foundation (RPCF) past President, Stan Weisser, current President Judy Cannon and Treasurer Kathy Johnson, who presented the 2022 Annual Report. Each member highlighted a different aspect of the Foundation's work. Since its inception, the Foundation has given back directly to the RPD and the Redlands community, totaling $495,653. Some RPD programs supported include, Citizen Volunteer Unit, K9 Unit, Police Reserves, Community Youth Programs, such as Back 2 School Jam, Cops N Kids Program, Blue Christmas, Mobile Bood Library, Community Bike Fund, Heroes & Helpers, RESA Academy, Street Smart Self-Defense Program and Community Outreach and Safety Programs. The members thanked all the Foundation donors and spoke of their deep gratitude towards the generous community support.

NEW BUSINESS

Citywide Annual Purchase Orders

Assistant City Manager McConnell presented Citywide Annual Purchase Orders for Fiscal Year 2023-2024 for the purchase of miscellaneous tools, equipment, and supplies that have been budgeted by each department. By leveraging purchasing power and economies of scale, the City is expecting to receive roughly $114,500 savings in the upcoming year.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Annual Purchase Orders with Lowe’s, Fastenal, Home Depot, and Office Depot, to provide miscellaneous tools, equipment, and supplies for FY 2023-2024 on a need-by-need basis for “not-to-exceed” total annual amounts as listed: Lowe's - $200,000; Home Depot - $350,000; Office Depot - $280,000; Fastenal - $250,000.

Vote: 5 - 0 Passed

Resolution Nos. 8435 and 8436 SLD and LMD Assessments

Assistant City Manager Boatman provided a report on the procedures to implement assessments for Street Lighting District No. 1 and Landscape Maintenance District No. 1 and introduced Resolution Nos. 8435 and 8436 for the Annual Engineer's Reports Preliminary Approval, and Declaration of Intention to Levy Fiscal Year 2023/24 Assessments. As public comment, Steve Rogers expressed confusion as to why this item was under the purview of Facilities and Community Services and he thought it should be under the superintendent of

streets. In response, City Manager Duggan pointed out there was no longer a prohibition against Mr. Rogers from interacting with any city employee and the letter from the State Board of Registration for Professional Engineers, Land Surveyors and Geologists clarified that the City's organizational structure was not in violation of any law.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No. 8435 giving preliminary approval of the Annual Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1; approved Resolution No. 8436 declaring the City Council's intention to levy and collect assessments for fiscal year 2023/24; and scheduled a Public Hearing for June 20, 2023 to receive comments related to levying assessments within these districts.

Vote: 5 - 0 Passed

Amending Well and Booster Pump Rehabilitation Project

Municipal Utilities and Engineering Director Harris reviewed the need for a Second Amendment to the Non-Professional Services Agreement with General Pump Company, Inc. for the Well and Booster Pump Rehabilitation Project to extend the Agreement term by eighteen months and increase the total contract value to $2,577,445.28.

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 Second Amendment to the Non-Professional Services Agreement with General Pump Company, Inc. is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and approved the Second Amendment to the Non-Professional Services Agreement with General Pump Company, Inc. to extend the Agreement term by eighteen (18) months and increase the total contract value to $2,577,445.28.

Vote: 5 - 0 Passed

Joint Utilities Laboratory Expansion Preliminary Design

Municipal Utilities and Engineering Director Harris presented a Professional Services Agreement with CDM Smith, Inc. for the Joint Utilities Laboratory Expansion Preliminary Design for an amount not-to-exceed $270,990. The Redlands Joint Utilities Laboratory (JUL) is an Environmental Laboratory Accreditation Program (ELAP) accredited facility that analyzes water, wastewater, and biosolids samples collected throughout the City. The JUL facility was originally constructed in 1988 and has not been expanded or upgraded. The facility must be expanded soon to allow for the placement of additional test equipment and sample storage areas.

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 a Professional Services Agreement with CDM Smith, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a Professional Services Agreement with CDM Smith, Inc. for the Joint Utilities Laboratory Expansion Preliminary Design for the amount not-to-exceed $270,990.

Vote: 5 - 0 Passed

Resolution No. 8477 Amending Quinn Company Agreement

Assistant City Manager Boatman detailed Resolution No. 8477 amending Resolution No. 8081 and approving the First Amendment to the Agreement with Quinn Company to increase the total compensation for an amount not to exceed $739,500 for the provision of maintenance and service for heavy duty off-road equipment.

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. 8477 amending Resolution No. 8081 and approving the First Amendment to the Agreement with Quinn Company to increase the total compensation for an amount not to exceed $739,500 for the provision of maintenance and service for heavy duty off-road equipment.

Vote: 5 - 0 Passed

Contract Award A.K. Smiley Public Library Boiler Replacement Project

Staff requested this item be removed from tonight's agenda. The matter will be rescheduled for a future City Council meeting.

Ordinance No. 2922 Re-introduction Sidewalk Vending

Assistant City Manager Boatman provided background on Ordinance No. 2922 to establish regulations governing sidewalk vendors within City limits. He pointed out that in 2018, the California Legislature passed Senate Bill 946 which prohibits cities from banning sidewalk vending outright or from otherwise restricting sidewalk vendors in the public right-of-way and in public parks. The operation of sidewalk vendors has increased, with some vendors risking the health and safety of the public by creating traffic hazards and operating without appropriate health or food handling permits. On April 4, 2023, the City Council authorized Mayor Pro Tem Barich and Council Member Guzman-Lowery to meet as an ad hoc committee to discuss and review further modifications to Ordinance No 2922 as recommended by Maribel Nunez of the Inland Equity Community Land Trust and in partnership with ICIJ Coalition. The ad hoc committee suggested several revisions to Ordinance No. 2922, pertaining to the following sections: Section 12.45.030 Stationary Sidewalk Vending, Section 12.45.050 Roaming Sidewalk Vending and Section 12.45.060 Administrative Fines.

As public comment, Miriam Espinosa, Yeni Linares, Yeni Ruiz Mejia, Jessica Allocar, Olga Flores, David Freidman, Lyzzeth Mendoza appreciated the City's efforts to revise the ordinance and described the benefits that sidewalk vendors bring to a community, such as

neighborhood vitality and economic value. They stressed the importance of education and requested fees be lowered. Evan Sanford, Executive Director of the Redlands Chamber of Commerce, stated that overall, the Chamber members supported the ordinance and were pleased the City would establish a baseline of rules and regulations. Andrea Ramirez thought the ordinance was fair for vendors as well as the public, and she emphasized the need for regulations to keep the community safe. Andy Hoder wondered if vendors were able to appeal citation fines. Mr. Boatman added there was no appeal process, but vendors could submit a hardship waiver form.

Each Council Member offered their thoughts and perspectives on the ordinance and agreed that education would be key to the success of the program. Topics discussed included, the fee structure, distance requirements for vendors from schools and the rail, enforcement guidelines and requirements for the display of permitting paperwork. Council Members thanked the ad hoc committee members for their cooperative efforts to refine the ordinance.

At 9:59 P.M., a brief recess was called to allow City Attorney Garcia and Assistant City Manager Boatman the time to add the Council's recommended revisions to the ordinance. The meeting reconvened at 10:12 P.M. and Ms. Garcia listed the technical revisions of the sections affected by the changes so these could be incorporated into the motion.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously re-introduced, by roll call vote, Ordinance No. 2922 adding Chapter 12.45 and amending Chapter 12.44 to the Redlands Municipal Code to establish regulations governing sidewalk vendors within City limits, as amended, incorporating all revisions identified by the City Attorney; and determined that the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Due to the late hour, there were no Council Member reports.

ADJOURNMENT

There being no further action required the meeting adjourned at 10:25 P.M. The next regular meeting of the City of Redlands City Council will be held on June 20, 2023.

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

Chairman Tejeda called the meeting to order and offered anyone present the opportunity to address the Board on any subject, not already on the agenda, within the jurisdiction of the Successor Agency.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Barich, seconded by Board Member Saucedo, the minutes of the regular meeting of May 2, 2023 were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency to the Redevelopment Agency adjourned at 10:26 P.M. The next regular meeting of the Agency will be held on July 5, 2023.

City Council Meeting **H. 2.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for appointment to the Human Relations Commission (Mayor Tejeda and Council Member Saucedo)

MOTION:

I move to appoint Neha Agarwal to serve the remainder of a four-year term ending October 18, 2026 on the Human Relations Commission.

RECOMMENDATION:

In accordance with Redlands Municipal Code Section 2.66.020, nominations to this Commission are made on a rotational basis by members of the City Council. Council Member Saucedo was next on the rotation and he has made his recommendation to City Council to appoint the individual listed below to serve the remainder of a four-year term ending October 18, 2026 on the Human Relations Commission.

Recommendation	By:
Neha Agarwal	Council Member Saucedo

DISCUSSION:

Commissioner Maiberger was appointed to the Human Relations Commission on October 18, 2022, and has never attended a meeting, thereby automatically forfeiting his seat on the commission. The Human Relations Commission is requesting to fill the vacant seat with a new commissioner who will carry out the remainder of his term which will expire on October 18, 2026.

A public notice advertising that the City was accepting applications for the Human Relations Commission was issued in May of this year. In addition, the public notice was concurrently aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. The City

received twelve applications from residents interested in serving on this commission, and we had two from a previous posting.

The Human Relations Commission consists of nine members as follows:

- Claudia Ruiz
- Vanessa Annaguey Aranda
- Roy George
- Vacant
- Shaheen Zakaria
- Kenneth Ford
- Julie Houston
- Gail Howard
- Kelechi Amobi (Student)

ALTERNATIVES:

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

SUBMITTED BY:
Jennifer Macias, Management Analyst

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager

Attachments

Human Relations Public Notice

Human Relations Applications

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7510
www.ci.redlands.ca.us

PUBLIC NOTICE

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

HUMAN RELATIONS COMMISSION

The Human Relations Commission was established to foster peaceful relations among persons of different races and national origins. This commission serves in an advisory capacity to the City Council and to aid the City in achieving better human relations by providing assistance to all persons or groups in promoting good will and better relations among all people.

The Human Relations Commission meets on the second Monday of odd-numbered months at 6:30 p.m.

Residents interested in applying for the non-salaried position on this commission may request application forms from the City Clerk's Office, City Hall, 35 Cajon Street, Suite 4 or by phone at 798-7510 or from the City's website at www.cityofredlands.org

Deadline for filing application is May 18, 2023.

Jennifer Macias, Management Analyst
City Manager's Office

5/5/23

\boards

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Offic

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

MAY 10 2023

COMMISSION\BOARD APPLIED FOR
Human Relations Commission

Received

Germaine Miles

Name [redacted]

Address [redacted]

N/A

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

Email [redacted]

Retired

Occupation

Reasons for desiring to serve – relevant experience and qualifications:
I have a deep love and passion for the City of Redlands.

I 2019, I retired after a 45 year career in senior leadership with AAA.

My career provided me significant experience in commnity relations, customer relations and employee relations.

With this experience and my desire to serve my community I would be a positive influence

and effective member of this commission.

Signature [signature] **Date** 5/10/23

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

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

(1) Sean Rooks
[redacted]
Redlands
[redacted]
Telephone

(2) Erica Horan
[redacted]
Redlands
[redacted]
Telephone

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

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

✓ address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office

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

MAY - 9 2023

COMMISSION\BOARD APPLIED FOR

Human Relations Commision

Received

Name Jennifer M. Maravillas

Address [redacted]

Telephone (Work) _____ (Cell / Home) [redacted]

Email [redacted]

Occupation Communications Consultant, Kaiser Permanente

Reasons for desiring to serve – relevant experience and qualifications:

I believe my personal interests and background would be a great fit for the commission.

I hold a BA in International Relations with and emphasis in Culture and Identity and a MA in Communications

with my thesis and specialization focused on promoting Culture and Diversity. Being new to the City,

I would love the opportunity to get involved in my community and this opportunity seems like a perfect fit.

I have several years of volunteer and/or consulting experience outside my 10+ of professional paid experience.

Signature Jennifer M. Maravillas **Date** 5/10/2023

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

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

(1) Mark Stowitts

Telephone [redacted]

(2) Eddie De La Torre

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

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

✓ address verified

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

MAY 15 2023

Received

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Jolene E. Barrow

Address [redacted]

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

Email [redacted]

Occupation Executive UniServ Director

Reasons for desiring to serve – relevant experience and qualifications:

I am deeply involved in human rights and social justice issues throughout the state. In fact I do trainings on these areas for public educators.

Signature Jolene E. Barrow **Date** May 16, 2023

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

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

(1) Mary Ambriz
[redacted]
Redlands, CA 92373
Telephone [redacted]

(2) Barbie Fiske Phillips
[redacted]
Redlands, CA 92374
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

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

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Kara Torbert

Address [redacted]

Telephone (Work) _____ (Cell / Home) [redacted]

Emai [redacted]

RECEIVED

MAY 18 2023

Occupation Self-employed

Redlands City Clerk

Reasons for desiring to serve – relevant experience and qualifications:

I have 10+ years of experience as a nonprofit program manager, training, relationship building, and leading teams; and my passion is to design and create people programs that are intentional, values-based, and inclusive. Additionally, I recently moved back to my hometown of Redlands, and hope to be involved in the community to create a safe, peaceful environment for all residents regardless of their race or national origins. I think my experience and motivation make me a great candidate for this commission, and I hope to be considered.

Signature Kara Torbert Digitally signed by Kara Torbert Date: 2023.05.15 11:55:46 -07'00' **Date** 5/15/23

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

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

(1) Holland Stewart
Lawyer
Leadership Redlands Member
Telephone [redacted]

(2) Kelly Patton
UC Riverside Digital Marketing
Redlands Bowl Associates
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

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

✓ address verified

City Manager's Office

MAY - 9 2023

Received

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Lorraine Enriquez

Address [redacted]

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

Email [redacted]

Occupation Insurance Broker

Reasons for desiring to serve – relevant experience and qualifications:

As the city grows and new residents move into Redlands, the city dynamics are changing.I have 20 years experince wotrking with very diverse populations and have served on the Street Tree Committee. Understanding & adapting to new cultures is a key element to both preserve our small town essence and consider diversity. Our city is the Jewel of the Inland Empire and it is important to continue to shine and be an example for other surrounding cities. Redlands has an opportunity to grow in positive ways through commerce/new busineses and at the same time welcome diversity and inclusion in harmony.

Signature [signature] **Date** 5/9/23

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

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

(1) Susan Abt
[redacted]
Redlands CA 92373
Telephone [redacted]

(2) Ana McNaughton
[redacted]
Redlands CA 92373
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

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

✓ address Verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

City Manager's Office

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

MAY 15 2023

Name Nanette Peykani

Address [redacted] Received

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

Email [redacted]

Occupation Director of Human Resources

Reasons for desiring to serve – relevant experience and qualifications:

As a 30 +year resident of Redlands I have volunteered in the schools when my children attended Kimberley and Moore Middle School with tutoring, chaperoning, and serving on multicultural committees. I was a judge for Redlands High Speech and debate for 4 years. I am a CERT volunteer since 2015. I currently work in Senior Care and recognize the many issues our aging population faces including our service veterans, individuals living with Alzheimers, and the struggle families face to provide care.

Signature [signature] **Date** 05/11/2023

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

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

(1) Scott Sterl
[redacted]
Redlands, CA 92374
Telephone [redacted]

(2) Manny Hernandez III
[redacted]
Redlands, CA 92373
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

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

✓ address verified

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

MAY 19 2023

Received

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Neha Agarwal

Address [redacted]

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

Email [redacted]

Occupation Student

Reasons for desiring to serve – relevant experience and qualifications:

I want to serve because of my personal and professional experierences. First, as an Indian who was raised in the United Arab Emirates and moved to Redlands six years ago, I have experience with understanding and creating connections with people from different cultures and backgrounds. Second, I have professional experience in mentoring and tutoring students from all over the world. Third, as a double major in global studies and art, I would apply my academic knowledge to this position. Fourth, through college clubs, I have promoted diversity and inclusion, which has helped with creating a welcoming environment for everyone. Fifth, with my unique background, I would create a positive impact on the city of Redlands.

Signature Neha Agarwal **Date** May 18th, 2023

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

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

(1) Judy Cannon
Honors Coordinator
of the Honors Institute

Telephone [redacted]

(2) Randee Cowles
English Professor

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

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

✓ address Verified

Neha Agarwal

[redacted] | Redlands, CA 92374 | [redacted]

WORK EXPERIENCE

Think Together and Rogers Elementary School
Bridge Tutor

Colton, CA
January 2022–December 2022

- Provided educational and emotional support from kindergarten to sixth grade students—inside and outside of the classroom
- Reinforced lessons in all subjects presented by the teacher through individual and small group interventions
- Informed teachers and parents about students' progress
- Problem-solved challenging situations as a liaison between an educational non-profit and an elementary school
- Assisted as a substitute customer service representative and in the elementary school's front office
- Educated families about the Short Term Independent Study Program (a program designed to ensure that students do not fall behind while they are absent from school)
- Filled out over 100 Short Term Independent Study Forms through DocuSign and physical means, which helped reimburse the school for their financial loss whenever a student was absent

California Lutheran University
Global Studies Department Assistant

Thousand Oaks, CA
January 2021–December 2021

- Decorated colorful bulletin boards that updated students on important information.
- Guided Global Studies majors with homework, classes, and careers.
- Brainstormed with the Global Studies Department Chair on improving the Global Studies Program.
- Produced opportunities for students in the Global Studies Program through career panels, student bonding activities, and special competitions.
- Collaborated with the California Lutheran University's Department Assistants (Political Science, Multimedia, and Art) and created informative brochures, flyers, and videos.
- Founded a Global Studies Club with 14 members.
- Managed the Global Studies Instagram page to update the California Lutheran community on club events.

Self-hired
Reseller

Al Ain, UAE
January 2016–December 2016

- Sold 80 used books and raised $300.
- Designed vibrant book displays to entice customers to purchase multiple books.
- Created book bundles to encourage customers to discover new books they would enjoy.
- Utilized knowledge of books through in-person and phone conversations with customers which helped customers choose the perfect book they want to read.
- Uploaded online pictures of books to attract customers.
- Negotiated prices and collected money for new books.

EDUCATION

Crafton Hills College — **Yucaipa, CA**
Bachelor of Arts in Global Studies — *2023-*
GPA: 3.6

California Lutheran University — **Thousand Oaks, CA**
Bachelor of Arts in Global Studies — *2021-2022*
GPA: 3.6

Laurel Springs School — **Ojai, CA**
High School Diploma — *July 2019*
GPA: 3.80

SPECIAL ACCOMPLISHMENTS/EXTRACURRICULARS

Multicultural Club — **Yucaipa, CA**, *January 2023-*
- Manages the social media page for Crafton Hill's Multicultural Club
- Recruited 30 new members into the club at the Club Fair
- Decorated and educated attendees at the Asian booth for the Multicultural Festival
- Collaborated with the President regarding club ideas and events

Honors Peer Mentor
- Mentored Honors students in the University Honors Program and created a welcoming community.
  Recommended suggestions to the Head of the University Program in improving the program for current and future students.

Thousand Oaks, CA, *September 2021-December 2021*

Model UN — **Thousand Oaks, CA**, *September 2021-December 2021*
Emailed over 20 Model UN coaches and found a Model UN coach that tutored the entire California Lutheran Model UN team

SKILLS

- Languages: English, Hindi, French, and Arabic.
- Technical skills: proficient with Word, Excel, PowerPoint, WordPress, and Canva
- Excellent at research and summarizing information
- Artistic and creative: drawing and digital art

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

MAY 18 2023

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

Received

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Oluwatosinmire Joyce Afolabi

Address [redacted]

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

Email [redacted]

Occupation Student - Junior at Redlands High School

Reasons for desiring to serve – relevant experience and qualifications:

My reason for desiring to serve in this commission is to contribute in my own way to the development of this community redlands. My experience as part of the student goverment in my school will be of great help in contributing ideas on how to foster peaceful relations among people of different races

Signature [signature] **Date** 5/17/23

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

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

(1) Jonn Adeniji

Telephone [redacted]

(2) Jamie Ochoa

~~email:~~

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

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

✓ address verified

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

MAY 11 2023

COMMISSION\BOARD APPLIED FOR

HUMAN RELATIONS COMMISSION

Received

Name Roop Kishor Goyal

Address [redacted]

Telephone (Work) _____ (Cell / Home) [redacted]

Email [redacted]

Occupation Software Engineer

Reasons for desiring to serve – relevant experience and qualifications:

I would like to understand the civic processes and contribute to them.

I have a Ph D in Spatial information engineering.

I have been working as a software eningeer for 23 years.

Our daughters attended Redlands district schools and have turned out to be responsible professionals.

I will be glad to serve the city where we live.

Signature _____ **Date** 05/10/2023

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

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

(1) Jayesh Patel
[redacted]
Redlands, CA
Telephone [redacted]

(2) Mahesh Rawal
[redacted]
Redlands, CA
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

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

✓ address Verified

RECEIVED

MAY 15 2023

Redlands City Clerk

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Shannon Steel-Dean

Address [redacted]

Telephone (Work) _____ (Cell / Home) [redacted]

Email [redacted]

Occupation Construction Office Manager, Real Estate Agent, Short-term rental specialist

Reasons for desiring to serve – relevant experience and qualifications:

As a 2nd generation Redlands native, who is committed to social equality through compassion and kindness, I would ensure that the diverse needs and perspectives of the community are represented. My open-mindedness, and willingness to listen and learn from others will enable me to work collaboratively with council members and the community members alike. Moreover, my patient and human-driven approach will enable me to prioritize the well-being and dignity of all community members, especially those who may be marginalized or disavantaged, so that everyone can feel valued and respected regardless of their background or identity.

Signature _____ **Date** May 11, 2023

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

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

(1) Megan Jennings

Telephone [redacted]

(2) Kameryn Campbell

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

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

✓ address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

City Manager's Office

COMMISSION\BOARD APPLIED FOR
HUMAN RELATIONS COMMISSION

MAY 15 2023

Name SID JAIN

Address [redacted] Received

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

Email [redacted]

Occupation Accountant for SBCERA

Reasons for desiring to serve – relevant experience and qualifications:

As a person of Indian descent that grew up in a majority minority community, I believe I would be a good fit for this commission. Additionally as a licensed CPA I have worked with a broad swath of people and personalities. Experience I can use on this commission

Signature _____ **Date** 5/14/23

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

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

(1) Moises Artola

Telephone [redacted]

(2) Miriam Blackerby

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

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

✓ address Verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

City Manager's Office

COMMISSION\BOARD APPLIED FOR
Human Relations Commission

MAY 15 2023

Name Susan Abt

Address [redacted]

Received

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

Email [redacted]

Occupation RUSD teacher for 28 years

Reasons for desiring to serve – relevant experience and qualifications:

As the president of the Redlands Teachers Association, I know the importance for members to feel seen, heard, and represented.

I work hard to build leadership in my organization, especially with women and people of color.

I have built a collaborative relationship with RUSD and the union, including our superintendent, managers, and school board trustees

I am also a Vice Chair of CTA's Women's Caucus with the responsibility of membership and engagement.

I am a Vice Chair of CTA's Early Childhood Committee. We are tasked with promoting the needs of EC educators in CTA and with CA legislators

Signature Susan Abt **Date** 5/14/2023

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

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

(1) Mauricio Arellano
former RUSD Superintendent
current SBCUSD Superintendent
Telepho [redacted]

(2) Vanessa Aranda
teacher & colleague
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

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

Voraddress Verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

City Manager's Office

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

FEB - 7 2023

Name Brian Roche

Received

Address [redacted]

Telephone (Work) [redacted] (Cell / Home) same

Email [redacted]

Occupation retired

Reasons for desiring to serve – relevant experience and qualifications:

I would like to be of some service to the members of our community.

I have no special qualifications other than a degree in social sciences.

Signature Brian Roche **Date** 2-07-23

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

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

(1) Shirley Leonard
Ex.Director Redlands Conservatory

Telephone [redacted]

(2) Joanne Lessard

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

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

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

FEB 1 1 2023

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Received

Name David Nesamony

Address [redacted]

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

Email [redacted]

Occupation Retired school administrator(Assistant Principal)

Reasons for desiring to serve – relevant experience and qualifications:

I am an Asian Indian living in Redlands for the last 33 years and I desire to serve the commission to serve the community and the city by part of the commission to advise the council. My experience as a high school Assistant Principal for more than 17 years in a very diverse population, Moreno Valley will be an asset to help the council. I am a leader in my church in Redlands and been on different boards at conference levels and in So Cal Tennis association. I possess Masters degrees in administration and certificates in preaching and leading. My experience will help the commission.

Signature David Nesamony **Date** 2/1/2023

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

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

(1) Dr. Robert Denham
[redacted]
Redlands, CA 91273
Telephone [redacted]

(2) Rev. Ruben Esponda
[redacted]
Redlands, CA 92374
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

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

✓ address Verified

City Council Meeting **H. 3.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for an appointment to the Airport Advisory Board (Mayor Tejeda and Councilmember Guzman-Lowery)

MOTION:

I move to appoint Robert LaChausse to serve the remainder of a four-year term on the Airport Advisory Board ending May 1, 2025.

RECOMMENDATION:

Pursuant to the Redlands Municipal Code, appointments to this board are made by the Mayor and approved by the City Council. However, Mayor Tejeda has expressed his desire to rotate recommendations for commission/board appointments among the City Council members. Councilmember Guzman-Lowery has been delegated authority by Mayor Tejeda to make the recommendation for this appointment. It is recommended by Mayor Tejeda and Councilmember Guzman-Lowery that Robert LaChausse serve the remainder of a four-year term on the Airport Advisory Board ending May 1, 2025.

DISCUSSION:

Airport Advisory Board member Nathan Freeman resigned from the board before the expiration of his term. In May, the City issued a public notice soliciting applications for the Airport Advisory Board. The public notice was concurrently aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. One new application was received and three applications from a previous posting were included for consideration. After reviewing all applications, Robert LaChausse is recommended to serve the remainder of the four-year term ending on May 1, 2025.

The Airport Advisory Board consists of seven members as follows:

- Karl Grove
- Jason Golumbeski
- Thomas Cook
- Vacant
- Robert Pearce
- Dennis Nodine
- Deborah Forthun

ALTERNATIVE:

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

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Public Notice
Airport Advisory Applications

City of
REDLANDS
Incorporated 1888
300 E. State Street, Suite 690, Redlands, CA 92373
909-798-7510
www.cityofredlands.ca.us

PUBLIC NOTICE

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

AIRPORT ADVISORY BOARD

The Airport Advisory Board acts in an advisory capacity to the City Council in all matters pertaining to the administration, operation, development, improvement and maintenance of the Redlands Municipal Airport.

The Airport Advisory Board meets on the third Thursday of each month at 6:00 p.m.

Residents interested in applying for the non-salaried position on this board may request application forms from the Office of the City Clerk, City Hall, 35 Cajon Street, Suite 4 or by phone at 798-7510, or from the City's website www.cityofredlands.org

Applications will be accepted until June 6, 2023.

Amy Edwards, Senior Administrative Assistant
Office of the City Manager
City of Redlands, California

05/23/23

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

RECEIVED
JUN 05 2023
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR

Airport Advisory Commission

Name CAROLINE D. LAYMON

Address [redacted] REDLANDS, CA. 92373

Telephone (Work) _____ (Cell / Home) [redacted]

Email [redacted]

Occupation RET.

Reasons for desiring to serve – relevant experience and qualifications:

I HAVE SERVED ON:
- TRAILS COMMITEE
- OPEN SPACE "
- PLANNING COMMISION
- MAYOR'S BLUE RIBBON BUGET COMMITEE

I AM A PILOT AND MY PLANE IS HANGERED AT REDLANDS MUNI.

Signature Caroline D. Laymon **Date** June 4, 2023

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

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

(1) SHERLEE LEONARD (2) MILTON CLARK PH.D.

[redacted]

CALIMESA, CA. 92320 REDLANDS, CA. 92374

Telephone [redacted] Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

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

Address Verified

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

MAR - 6 2023

Received

COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name Dr. Robert LaChausse

Address [redacted] Redlands, CA 92373

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

Email [redacted]

Occupation Professor

Reasons for desiring to serve – relevant experience and qualifications:

I have been a pilot (ASEL/IFR rating) for 20 years.
My home airport has been Redlands (KREI) for the past 8 years.
I volunteer regularly in the community- Redlands Bicycle Classic and have previously served on State-wide commissions and local advisory boards.

Signature [signature] **Date** 3-05-23

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

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

(1) Kim Clark

Telephone [redacted]

(2) R. Sam Price

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

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

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

MAR – 6 2023

Received

COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name Johnny Ghazal, PE, QSD

Address [redacted] Redlands, CA 92373

Telephone (Work) [redacted] (Cell / Home) _____

Email [redacted]

Occupation Civil Engineer

Reasons for desiring to serve – relevant experience and qualifications:

Please see attached letter

Signature _____ **Date** 03/06/2023

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

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

(1) Carlos Zamano, PE
Public Works Director/City Engineer
City of Highland
Telephone [redacted]

(2) Patrick Johnson, PE
Director of B&S
Willdan Engineering
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

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

March 6, 2023

Office of the City Council
c/o Office of the City Manager
35 Cajon Street, suite 200
Redlands, CA 92373

Dear Honorable Mayor and City Council members:

I am writing to express interest in serving on the Airport Advisory Board. As a long time resident of this amazing community, I'm excited for the opportunity to support and improve our city and municipal airport.

I'm a registered civil engineer with over 20 years of experience in private and public sector projects and have dedicated my career to improving communities through these projects. The past 16 years of my work experience has largely involved serving public agencies throughout the Inland Empire, providing Public Works and City Engineering services.

It would be a privilege to use my skills and experience in service to the Airport Advisory Board.

Thank you in advance for your time and consideration.

Sincerely,

Johnny T. Ghazal, PE, QSD

City Manager's Office

JAN 24 2023

Received

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name Ken Birkett

Address [redacted] Redlands, CA 92373

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

Email [redacted]

Occupation Fundraiser at City of Hope

Reasons for desiring to serve – relevant experience and qualifications:

I want to be more involved in the community by being a part of the decision making process. I lead several non-profit boards. I enjoy collaborating with others for the well being of the community.

Signature [signature] **Date** 1/24/23

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

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

(1) Mark Edwards

Telephone [redacted]

(2) Brent Loescher

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

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

✓ address verified

City Council Meeting **H. 4.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8475 approving the destruction of certain public records in the City Clerk's Office (City Clerk Donaldson)

MOTION(S):

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

I move to adopt Resolution No. 8475.

RECOMMENDATION:

Staff recommends that Council adopt Resolution No. 8475 approving the destruction of certain public records from the City Clerks' office.

DISCUSSION:

Resolution No. 6576, a resolution of the City Council of the City of Redlands Adopting Regulations Governing the Retention and Disposition of Records, was adopted by the City Council on February 20, 2007. The resolution establishes a records retention and destruction policy to meet the City's requirements under the law and to provide staff with a thorough and useful tool to manage, retain and dispose of public records.

In accordance with Resolution No. 6576, Exhibit A Section 6.02 approval by City Council and City Attorney is required when public records are destroyed without making a duplicate record. An application by the City Clerk's office requesting the destruction of public records was submitted to the City Attorney for review and has been approved by her for presentation to the City Council. A description of the records is included as Exhibit "A" to Resolution No. 8475.

ALTERNATIVES:

Do not approve destruction of certain public records.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

The cost for shredding services to destroy the documents is included in the City Clerk's 22/23 budget.

Attachments

Resolution No. 6576 Records Retention

Resolution No. 8475 Destruction of Clerk Public Records

Resolution No. 8475 Exhibit A

RESOLUTION NO. 6576

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING REGULATIONS GOVERNING THE RETENTION AND DISPOSITION OF RECORDS

WHEREAS, the City of Redlands (the "City") is required by law to maintain public records, as defined by law, for certain periods of time; and

WHEREAS, the City may dispose of certain public records after the records have been maintained for the required period of time; and

WHEREAS, the City desires to update its records retention policy to ensure that the City satisfies its requirements under law and provides staff with a thorough and useful tool to manage, retain and dispose of public records;

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

SECTION 1. That the Regulations Governing the Retention and Disposition of Records, and the associated Retention Schedule, as attached in Exhibit "A,"are hereby adopted.

ADOPTED, SIGNED AND APPROVED this 20th day of February, 2007.

Mayor of the City of Redlands

ATTEST:

City Clerk, City of Redlands

I, Lorrie Poyzer, 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 20th day of February 2007, by the following vote:

AYES:	Councilmembers Gilbreath, Gil, Gallagher, Aguilar; Mayor Harrison
NOES:	None
ABSTAIN:	None
ABSENT:	None

City Clerk

EXHIBIT A

REGULATIONS GOVERNING THE RETENTION AND DISPOSITION OF RECORDS FOR THE CITY OF REDLANDS

The following shall constitute the Regulations Governing the retention and disposition of records for City of Redlands (the "City").

Section 1. Purpose of Rules and Regulations.

1.01. Guidelines. Public records, and other records governed by these regulations, shall be retained for a specified period of time as required by law. These regulations set forth the period of time during which a public record shall be retained by the City. The City may retain such records indefinitely or the City may, after the expiration of such mandatory retention periods, destroy or otherwise dispose of the records in accordance with these regulations and applicable law. These regulations provide guidelines that should be followed if the City elects to destroy a public record after the record has been retained for the period of time mandated by law. Questions regarding the application of these regulations should be directed to the City Attorney.

1.02 Retention of Documents for Longer Periods of Time. A City department head may elect to maintain certain records for a period of time that is longer than that called for in the Retention Schedule (attached hereto) if the record is of value for historical, reference, legal, or administrative reasons.

Section 2. Governing Law.

2.01 Rules. The retention and disposition of public records of the City shall be made pursuant to these regulations ("Regulations") and applicable law.

Section 3. Definitions.

3.01 Department. A department of the City of Redlands.

3.02 Duplicate Record. The original record, paper, or document as photographed, micro-photographed, reproduced by electronically recorded video images recorded in an electronic data-processing system, recorded on optical disk, reproduced on film or any other medium that does not permit additions, deletions or changes to the original document, or reproduced on film or optical disk.

3.03 Public Records. Any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any Department of the City regardless of physical form or characteristics, as defined by the Public Records Act, and any amendments to that Act. A writing means any handwriting, typewriting, printing, photostating, photographing,

photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. Computer software developed by the City is not itself a public record. Computer software includes computer mapping systems, computer programs, and computer graphics systems. "Public records" do not include materials not kept in the ordinary course of business, such as transitory documents, voicemail, e-mail, unofficial copies of documents kept only for convenience or reference, working papers, stocks of publications and blank forms, and library or museum material intended solely for reference or exhibition. Also, documents such as rough notes, calculations or drafts assembled or created and used in the preparation or analysis of other documents. **NOTE:** A draft that contains substantive comments from a project applicant, an applicant's attorney, consultant or agent, should be treated as a record of comments received from that source, and the draft or portions showing the substantive comments should ordinarily be retained accordingly.

3.04 Record Appraisal. The act of determining the relative activity in the use of records, value of records with regard to administrative, legal, fiscal, or historical interest, adequate, and essential periods of retention, and whether destruction of the record is appropriate.

3.05 Record Retention Schedule. A timetable or roster of records by classification category that lists the minimum periods of time that must elapse, as required by these Regulations and state law, before records may be destroyed. The Records Retention Schedule shall be considered a part of these Regulations and is incorporated herein.

Section 4. Responsibility for Retention and Disposition.

4.01 Heads of City Departments. The head of each City Department shall be responsible for the identification, classification, record appraisal, maintenance, protection, preservation, retention, and disposition of public records and other records in accordance with these Regulations and applicable law. The head of each City Department shall:

A. Categorize the Department's records using the attached Records Retention Schedule.

B. Maintain the Department's records in accordance with the Records Retention Schedule, these Regulations, and applicable law.

C. Preserve and protect records and information collected and retained in the regular course of the City's business.

D. Prepare and submit the appropriate forms for the destruction of records to the City Council and City Attorney, as required by these Regulations prior to the destruction of the record.

E. Conform to and implement the duplicate record requirements, standards, procedures, and limitations as set forth in these Regulations.

Section 5. Classification of Records.

5.01 Categorization of Records. The head of each Department, or an authorized designee, shall identify and designate records maintained by his or her department according to one or more of the classifications identified in the Records Retention Schedule. Once so classified, each record shall be retained for the retention time period specified in the Records Retention Schedule. If a record does not fit clearly into a specific category, the head of the Department shall request the advice of the City Attorney.

Section 6. General Approval Procedure for the Destruction of Public Records and Other Records Governed by These Regulations.

6.01 General Rule Prohibiting Destruction of Records. Except as otherwise provided in these Rules or state law, no officer or employee of the City shall destroy, cause to be destroyed, or permit to be destroyed, any public record as that term is defined in these Rules and the California Public Records Act, except in accordance with these Regulations, the Records Retention Schedule, and state law.

6.02 Approval by City Council and City Attorney is Required When Public Records Are Destroyed Without Making a Duplicate Record.

A. Standard. In accordance with Government Code section 34090, unless otherwise provided by law, with the approval of the City Council by resolution and the written consent of the City Attorney, the head of a City Department may destroy any City record, document, instrument, book, or paper without making a copy thereof, after the same is no longer required. This section does not authorize the destruction of:

(1) Records affecting the title to real property or liens thereon;
(2) Court records;
(3) Records required to be kept by statute;
(4) Records less than two (2) years old; or
(5) The minutes, ordinances, or resolutions of the City Council or of a City board or commission.

B. Procedure.

(1) Request for Document Destruction. In the event a City Department head, or an authorized designee, determines a public record has been retained for the requisite time period pursuant to the Records Retention Schedule and is no longer required, the head of the City Department, or authorized designee, shall prepare a request form as provided in subsection "C" below, to obtain approval for destruction.

(2) Submission to City Attorney. The request form and certification constitute the application for destruction of public records and shall be submitted to the

City Attorney for approval, conditional approval, or denial. Written approval of the City Attorney is a mandatory condition precedent to the destruction of public records.

(3) Submission to City Council. The City Attorney shall forward his or her decision to the head of the Department that submitted the application. If the City Attorney approves or conditionally approves destruction, the head of the City Department shall submit the application to the City Council. The City Council may approve, conditionally approve, or disapprove, either in whole or in part, the destruction of those records for which the City Attorney has provided his or her written consent. The City Council shall approve or conditionally approve the destruction of public records by adopting a resolution that so states. The resolution of the City Council is a mandatory condition precedent to the destruction of public records.

(4) Destruction of Documents. Upon receipt of the written approval of the City Attorney and resolution of the City Council approving or conditionally approving the destruction of public records, the head of the Department may arrange for such destruction in accordance with the standards set forth in these Regulations. If any conditions are attached to the approval by the City Attorney or the resolution of the City Council, those conditions must be fully satisfied prior to the destruction of any public record.

C. Request Forms. Requests for the authority to destroy public records shall be submitted on forms supplied by the City Clerk, which shall require the following information:

(1) The title or description of the Department requesting record destruction.
(2) The title or subject matter description of the records.
(3) The location of such records.
(4) The number or quantity of such records.
(5) Whether the records are originals or duplicates.
(6) Dates of each record or inclusive dates of each record series listed for destruction.
(7) Date, job title, and signature of the Department head, or authorized designee, requesting the destruction of records.

D. Certification. The head of the City Department, or authorized designee, shall make the following certifications and attach the certification to the request form for the destruction of the records:

(1) The record is under the management or control of the Department head;
(2) To the best of his or her knowledge, the descriptive titles, information, and classifications contained in the request form are true and accurate;
(3) The minimum retention time periods required by these Regulations have been satisfied for all records included in the request form;
(4) Retention of the record is no longer required for operation of the Department,

or to satisfy a City Council policy adopted by resolution, or a City Council request, or by the City for administrative, historical, research, fiscal, legal, or cultural purposes;

(5) The destruction or other disposition of the record will not violate state law, these Regulations, or other applicable law; and

(6) A recommendation by the head of the applicable City Department that the record(s) be destroyed.

E. Destruction of Records After Reproduction. In accordance with Government Code section 34090.5, the City Department head having custody of any public records may, without the approval of the City Council or the approval of the City Attorney, cause the public record to be destroyed, if all of the following conditions are met:

(1) The public record is photographed, micro-photographed, reproduced by electronically-recorded video images, recorded in the electronic data processing system, recorded on optical disk, reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document, or reproduced on film, optical disk, or any other medium in compliance with Government Code section 12168.7 for recording of permanent or nonpermanent records;

(2) The device used to reproduce the public record is one that accurately and legibly reproduces the original in all details and does not permit additions, deletions, or changes to the original document image;

(3) The reproductions are made as accessible to the public as were the original records; and

(4) A true copy of archival quality of the reproduction shall be kept in the same manner as the original public record.

No page of a public record, or any part thereof, shall be destroyed under this section if any page cannot be reproduced with full legibility. Every page that cannot be satisfactorily reproduced shall be permanently preserved in the same manner as a similar public record.

7.03 Declaration of Duplication.

A. The head of each Department shall cause a declaration to be prepared for the duplication of an original public record contemplated to be destroyed that states with respect to the duplicated record that:

(1) The original public record has been duplicated prior to destruction;
(2) The reproduction is a true and correct copy of the original document; and
(3) The reproduction was made under the direction or control of a City employee.

B. The declaration shall be contained within the image or array of images of the reproduction and shall be signed by the City employee responsible for supervision of the duplication or by the corporate officer or manager of an entity performing the reproduction service.

7.04 Term of Maintenance of Original Records. If a reproduction of the original public record is made and preserved, and if the necessary declaration is completed as set forth above, the original public record may be destroyed without reference to the retention periods set forth in these Regulations and the Records Retention Schedule.

7.05 Duplicate Record Deemed an Original. Compliance with these duplication procedures ensures that every reproduction is deemed an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.

Section 8. Retention of Email.

8.01 Generally. Email is temporary in nature and is not a permanent repository for City documents. The City's limited computer storage capacity prohibits the extended storage of email. All emails that need to be preserved shall be done so pursuant to the City's Policy for Use of Electronic Communications. To preserve documents for pending litigation, the City Attorney may order that email or other electronic records be retained for a longer period then provided by this section or the City's Policy for Use of Electronic Communications.

8.02 Deletion of Email. Except as stated in section 8.02, email shall be deleted pursuant to the City's Policy for Use of Electronic Communications.

8.03 Email Messages to be Retained. Email messages shall be retained pursuant to the City's Policy for Use of Electronic Communications.

Section 9. Force and Effect.

9.01 If any provision of these Regulations is held to be invalid by a court of competent jurisdiction, that provision shall be deemed stricken from these regulations and all other provisions shall remain in full force and effect.

City of Redlands' Records Retention Schedule

The Records Retention Schedule specifies the retention period for City of Redlands records to ensure that legal, regulatory, fiscal, historical, and administrative record retention requirements are met, that records that are essential to the City are protected, and that proper procedures are followed in the retention and/or destruction of City records.

The attached schedule lists the type of record and includes the legally required retention period, a staff recommended retention period, and the appropriate legal citation, if applicable. The records listed in this Schedule have a legal, fiscal, administrative or historical value to the City. In most cases, public records not addressed in the attached schedule should be considered routine in nature and retained for two (2) years unless specific laws, decisions, or opinions would apply to the record. If a particular record is not addressed in the attached schedule and the department believes other legal requirements apply or it is an essential record for legal, historical, fiscal or administrative value, then that record can be added to the retention schedule with the assistance of the City Attorney's Office.

LEGEND

Records Retention:

A = Active
Ad = Adoption
AU = Audit
C = Current
CL = Closed
Co = Completion
E = Election
L = Life (of the equipment, structure, or item)
O = Obsolete
P = Permanent
S = Supersede
T = Termination

CITATIONS

B&P = California Business & Professions Code
CCP = Code of Civil Procedure
CCR = California Code of Regulations
CEQA = California Environmental Quality Act
CFR = Code of Federal Regulations
EC = Elections Code
EV = Evidence Code
GC = Government Code
H&S = Health & Safety Code
HUD = Housing & Urban Development
Local Government Guidelines = California Secretary of State's February 2006 Local Government Records Management Guidelines
LC = Labor Code
OMB = Federal Office of Management and Budget
OSHA = Occupational Safety & Health Agency
PC = Penal Code
POST = Police Officers Standards Training
UFC = Uniform Fire Code
USC = United States Code
WIC = Welfare & Institutions Code

RECORDS RETENTION SCHEDULE
CITY OF REDLANDS

City Department/ Record Series Title	Legal Retention In Years	Staff Recommended Retention In Years	Authority	Description
ADMINISTRATIVE SERVICES DEPARTMENT				
Building Maintenance				
Bids: Successful: Unsuccessful:	 2 2	 2 2	 GC § 34090 GC § 34090	Are public records under GC § 4004. Includes repairs and maintenance of City facilities
Capital improvements, construction	L	P	GC § 34090, H&S § 19850	Contains records re: planning, design, construction, conversion or modification of local government-owned facilities, structures and systems. These are public records under GC § 4004, 4005.
Facility rentals/use	2	5	GC § 34090	Permits, contracts, diagrams, insurance binders
Maintenance & Operations	2	3	GC § 34090, CCP § 338	Service requests, invoices, supporting documentation; buildings, equipment, field engineering, public facilities work orders
Schedules, class and event	2	C+5	GC § 34090	Enrollment, liability releases, evaluations, attendance, fliers in personnel files
Equipment Maintenance				
Accident reports	2	3	GC § 34090, CCP § 338	Memos and working documents.
Fueling	4	4	GC § 34090, CCP § 337	Fuel consumption reports, invoices, receipts and records pertaining to refueling operations.
Hazardous waste disposal	C+10	C+10	Local Government Guidelines; 40 CFR § 122.21	Documentation re the handling and disposal of hazardous waste.
Inventory, equipment, parts and supplies	2	L+2	GC § 34090	Includes vehicles and related documents re repairs.
Inventory, vehicle ownership and title	L	L+2	GC § 34090, VC § 9900 et seq.	Owner's manual, warranty documents, DMV title and registration and related documents.

Licenses, permits	2	2	GC § 34090	Forms, related documentation re licenses and permits required by federal and state agencies.
Maintenance/ operations	2	L+2	GC § 34090	Related to requests for service and work orders for fuel, vehicle and equipment maintenance and repairs.
Vehicle assignment	2	2	GC § 34090	Log books, request forms, lists.
Personnel				
Action Line Reports	Later of 2 years or 2 years after personnel action	7 years after personnel action	GC § 12946; 29 CFR § 1602.14; 29 CFR § 1627.3(b)(3)	May include complaints, grievances, sexual harassment and civil rights violations. *Final disposition is date of expiration of statutory period within which action may be brought or the date on which litigation is terminated
Action Line Reports log	Later of 2 years or 2 years after personnel action	10 years after personnel action	GC § 34090	
Administrative investigation records	Later of 2 years or 2 years after personnel action	After greater of 7 years after case closure or 3 years after subject separates from City employment	GC § 12956; 29 CFR § 1602.14; 29 CFR § 1627.3(b)(3)	Miscellaneous misconduct; often line department or City Manager will forward these records to HR for storage
Discrimination/ Harassment complaints and investigative reports	Later of 2 years or 2 years after personnel action	After greater of 7 years after case closure or 3 years after subject separates from City employment	29 CFR § 1602.14; 29 CFR § 1602.31; 29 CFR §1627.3 (b)(3); GC § 12946	
Discrimination/ Harassment complaints log	Later of 2 years or 2 years after personnel action	10 years after complaint date	GC §§ 34090, 12946	

EEOC/DFEH complaints and City responses	3	After greater of 7 years after case closure or 3 years after subject separates from City employment	29 CFR § 1602.14; 29 CFR § 1602.32	
EEOC/DFEH complaint log	3	10 years after complaint date	29 CFR § 1602.14; 29 CFR § 1602.32	
Eligibility lists	Later of 2 years or 2 years after personnel action	7 years from certification date	GC § 34090	
Employee benefits contracts for services for current and former vendors (medical plans, etc.)	1 year after termination of plan	T+5	29 CFR §1627.3(b)(2)	Destroy 5 years after expiration of contract.
Hearing transcripts and related records re PERS appeal	2 years or until final disposition	5 years after final disposition	29 CFR § 1602.14; 29 CFR § 1627.3 (b)(2)	
Informal complaints (per Personnel Rules)	Later of 2 years or 2 years after personnel action	7 years after date of complaint	GC § 12946	
Informal complaint log	Later of 2 years or 2 years after personnel action	10	GC § 12946; 29 CFR § 1602.14; 29 CFR § 1627.3(b)(3)	"Grievance log"
Meet and confer agreements, notes and minutes	3	20	29 USC §§ 211(c), 203(m), 2009(g)	Notes, correspondence, contracts, MOAs.
Personnel files for separated regular full time and part time employees	2 years after date of separation	10 years after date of separation	29 CFR § 1627 3(a); GC § 12946; 29 CFR § 1602.31	
Personnel files for separated temporary employees	2 years after date of separation	2 years after date of separation		

Recruitment records	Later of 2 years or 2 years after personnel action	5 years after exam final filing date	GC § 12946; 29 CFR § 1602 et seq.; 29 CFR § 1607; 29 CFR § 1627.3; 40	Employment applications, resumes, examination materials and test answer sheets, correspondence, eligibility lists, ethnicity disclosures, job bulletins, electronic database
CITY ATTORNEY				
Chronological files	2	2	GC § 34090	
Claims	2	CL+2	GC § 34090	
Contract	4	4	GC § 34090	
Damage reports	2	CL+2	GC § 34090	
Department budget	2	2	GC § 34090	
Department personnel records	2	4	GC § 34090, CCP § 337, § 338	
Insurance documents	2	4	GC § 34090, CCP § 337	
Litigation files	2	CL+2	GC § 34090	
Real property documents	2	2	GC § 34090	Unless affecting title, then P.
CITY CLERK				
Elections				
Affidavit, originals	C+5	C+5	EC § 17000(a)	
Affidavit index (County Elections Dept. maintains)	C+5	C+5	EC § 17001	
Applications, absentee ballots and envelopes (ROV maintains)	E+22 if federal election on ballot, else E+6 months	E+ 22	EC §§ 17505; 17302	From date of election. Includes those spoiled, canceled and surrendered.
Assisted challenged voters list (ROV. maintains)	E+22 if federal election on ballot, else E+6 months	E+22 months	EC §§ 17303(b), 17304	From date of election.
Ballots (ROV. maintains)	E+22 if federal election on ballot, else E+6 months	E+22 months	EC §§ 17302, 17303(b), 17304	From date of election.

Ballots - Prop 218 (Assessment Districts)	2	P	GC § 34090; California Constitution, Art. XIII	Property related fees (assessment ballot proceedings)
Calendar, Election	2	2	GC § 34090	
Campaign statements Elected	P	P	GC § 81009 (b)(g)	FPPC filings
Campaign statements: Not elected, local office	E+5	E+5	GC § 81009 (b)(g)	FPPC filings. If for state office, indefinitely
Campaign statements: PACs	E+7	E+7	GC § 81009 (c)(g)	FPPC filings
Candidate statements	E+4	E+4	EC § 17100	Sample ballot retained permanently.
Canvass (ROV maintains)	P	P	EC § 15300	Records used to compile final election results, including tally sheets, voting machine tabulation, detailed breakdown of results; special election results.
History	2	P	GC § 34090	History of elections, sample ballots, certificates of destruction, other resolutions re elections.
Maps, precincts/ voter information (ROV. maintains)	E+6	E+6	GC § 34090; EC § 17503	
New Resident Voters List	E+22 months	E+22 months	EC § 17506	
Nomination papers: Successful: Unsuccessful:	 T+4 T+4	 T+4 T+4	 EC § 17100 EC § 17100	
Oaths of office	2	T+6	GC § 34090, 29 USC § 1113	Elected officials
Petitions	E+8 months	E+8 months	EC §§ 17200, 17400	From date of certification of results of election, initiative, referendum, recall.
Precinct records (ROV maintains)	E+6 months	E+6 months	EC § 17503(b)	From date of election: Precinct official material; declaration of intention, precinct board member applications, orders appointing members of precinct boards and designating polling places. Includes notice of appointment of office and record of service.

Roster (of voters) (ROV maintains)	E+5	E+5	EC § 17300	From date of election, initiative, referendum, recall, general municipal election.
Statement of economic interest, copies, elected, local.	E+4	E+4	GC § 81009 (d) (f)	FPPC filings. For state office, indefinite. (copies, originals filled with FPPC).
Statement of economic interest, originals, not elected; and City employees	7	7	GC § 81009 (e)	FPPC filings (originals).
General Subject				
Annexation files	2	P	GC § 34090 (a)	Reports, agreements, public notices.
Bids, RFPs, RFQs, unsuccessful/ rejected	2	3	GC § 34090 (d), CCP § 338	Successful bids are filed in contract or public file.
Budget, official	2	P	GC § 34090	City annual operating budget.
Budget information department	2	2	GC § 34090 (d)	Documents used to prepare department budget.
Claims log	2	4	GC § 34090 (d), CCP § 337	Log of claims against City, claims forwarded to City Attorney.
Correspondence	2	2	GC § 34090 (d)	If not attached to agreement or project file.
Deeds, easements	P	P	GC § 34090 (a)	
Goals/Objectives	2	2	GC § 34090	Departmental goals and objectives.
Oaths of office employee	2	T+6	GC § 34090	
Policies and procedures	C+2	S+5	GC § 34090 (d)	Retain while current.
Proclamations	2	2	GC § 34090	
Reports: Departmental: Staff:	 2 2	 2 2	 GC § 34090 GC § 34090	Special/final summary; review or evaluation. Non agenda related, includes supporting documentation.
Speaker slips	2	2	GC § 34090	
Special projects	2	2	GC § 34090	
Travel records	2	2	GC § 34090	
Legal				
Affidavit of publication, public hearing notices	2	2	GC § 34090	

Affidavit of publication, ordinances	2	2	GC § 34090	
Agenda	2	2	GC § 34090 (d)	City Council agenda
Agenda reports (master, subject files)	2	2	GC § 34090 (d)	Documentation received, created and/or submitted to Council; retain agenda reports regarding development projects, planning, zoning matters, ordinances and other significant projects permanently in project file.
Agreements excluding subdivision	C+2	T+5	GC § 34090, CCP §§ 337.2, 343	Includes leases, equipment,
Agreements, development	2	P	GC § 34090 (a)	Records potentially affecting title to real property.
Agreements, subdivision	2	P	GC § 34090 (a)	Records potentially affecting title to real property.
Appeals, civil	3	3	CCP § 583.320	Appeals, civil.
Applications, boards, commissions, committees: Appointed: Not Appointed:	 2 2	 T+2 2	 GC § 34090 GC § 34090	
Articles of incorporation	2	P	GC § 34090; CCP § 337.2	
Assessment districts	2	P	GC § 34090	Original documentation
Claims log	2	4	GC § 34090, CCP § 337	
Contracts, capital improvement	2	P	GC § 37090 (a); 4004; H&S § 19850	
Contracts, real property	P	P	GC § 34090, CCP § 337	Can affect title to real property
Contracts, street improvement	4	P	CCP § 337	
Insurance policies	T+2	P	CCP § 337	
Legal Advertising	2	P	CCP §§ 343, 349 et seq.; GC § 911.2; GC § 40801	Includes public notices, legal publications.
Minutes	P	P	GC § 34090 (d); GC § 368.14; GC § 40801, GC § 54957.2	Official minutes and hearing proceedings of governing body or board, commission or committee.

Notices, meetings	2	2	GC §§ 34090.7, 54960.1(c)(1)	Special meetings.
Notices, public hearing	2	2	GC § 34090	
Ordinances	P	P	GC § 40806	Municipal Code.
Petitions	2	2	GC § 50115	Submitted to legislative bodies.
Real property contracts	P	P	GC § 34090	Can affect title to property.
Resolutions	P	P	GC §§ 34090 (d), 40801	Legislative actions.
Tapes, CDs, recordings: Audio: Video:	 30 days 90 days	 30 days 90 days	 GC §§ 54953.5 (b), 34090.7	When used for minute preparation; otherwise-2 years.
Inventory, records	2	2	GC § 34090	Inventory of non-current or inactive records holdings and location, indices. Tapes may be recycled.
Municipal Code	P	P	GC § 34090	Supplements included.
Public records request	2	2	GC § 34090	
Records management	2	2	GC § 34090	Document includes retrieval, transfers - inactive.

CITY COUNCIL / COMMISSIONS				
Agenda	2	P	GC § 34090(d)	City Commission agenda
Agenda reports (master subject files)	2	2	GC § 34090	Documentation received, created and/or submitted to City Council or City Commission, retain agenda reports regarding development projects, planning, zoning matters, ordinances and other significant projects permanently in project file.
Agreements	C+2	T+4	CCP §§ 337.2, 343	Includes leases, equipment, services,, or supplies
Applications, boards, commissions, committees: Appointed: Not appointed:	 2 2	 2 2	GC § 34090	
Contracts, capital improvements	C+2	P	GC § 37090(a); 4004; H&S § 19850	Construction
Correspondence	2	2	GC § 34090	
General subject files	2	5	GC § 34090 (d)	Internal working files including correspondence. Some files may require retention longer than prescribed here.
Legal advertising	2	2	CCP § 343, 349 et seq; GC § 911.2; GC § 34090	Includes public notices, legal publications
Minutes	P	P	GC § 34090 (d); GC § 36814; GC § 40801	Official minutes and hearing proceedings of governing body, board or commission.
Notices, meeting	2	2	GC § 34090.7; GC § 54960. 1c(1)	Special meetings
Petitions	2	2	GC § 34090 (d); GC § 50115; GC § 6253	Submitted to legislative bodies
Policies and procedures	2	2	GC § 34090	Includes rules, regulations, standards
Resolutions	P	P	GC § 34090 (d); § 40801	Legislative actions
Tapes, CDs, recordings Audio: Video:	 30 days 30 days	 30 days 90 days	GC § 54953.5 (b); GC § 34090.7	When used for minute preparation; otherwise-2 years
Request for proposals (RFPs)	2	2	GC § 34090	

Brochures, publications, newsletter, bulletins	2	2	GC § 34090	
CITY MANAGER				
Reports to Council	2	2	GC § 34090(d), GC § 50115	
Speeches	2	2	GC § 34090(d)	
Subject Files / Projects & Issues	2	2	GC § 34090(d)	
General administrative	2	S+3	GC §§ 34090, 40801, CCP § 338	All City policies and procedures.
Policy, City Council	2	S+3	GC § 34090, CCP § 338	Policies, directives rendered by City Council not assigned a resolution or ordinance number.
COMMUNITY DEVELOPMENT DEPARTMENT				
Administration				
Agendas	2	P	GC § 34090 (d)	City Planning Commission agendas.
Agenda reports	2	P	GC § 34090 (d)	Documentation received, created, and/or submitted to City Commissions.
Bids and proposals: Unsuccessful	2	2	GC § 34090 (d)	
Code books	P	P	GC § 34090 (e)	National Electrical Code, Uniform Building Code, Fire Code, Mechanical Code, Plumbing Code and supplements.
Committees	2	P	GC § 34090	Member lists, minutes/agendas, informational material, reports.
General subject files	2	2	GC § 34090 (d)	Internal working files including correspondence. Some files may require retention longer than prescribed here.
Grants, community/ urban development (includes CDBG)	CL+4	P	24 CFR § 570.490(d), 24 CFR § 570.502(b)(3); 24 CFR § 85.42 & OMB Cir. 110, Attachment C;*	Project files, contracts, proposals, statements, reports, sub-recipient dockets, environmental review, grant documents, applications, inventory, consolidated plan, etc. Includes Section 108 loan guarantee. *OMB A-102 & 128; HUD Regulations.
Legal advertising	2	P	CCP §§ 343, 349 et seq.;	Legal publications (public notices are part of project files).

Historic preservation inventory	2	P	GC § 34090 (d)	Historic structures and landmarks.
Logs	2	P	GC § 34090	Logs, registers or similar records listing permits, certificates of occupancy issued (may include inspection, building activity, daily plan check, utility).
Maps and plats	2	P	GC § 34090 (a)	Engineering and field notes and profiles; cross-section of roads, streets, rights-of-way, bridges (may include annexations, parks, tracts, block, storm drains, water easements, bench marks, trees, grading landfill, fire hydrants, base maps, etc.).
Master plans, annual	2	P	GC § 34090	Special or long-range program plan for municipalities - coordination of services; strategic planning.
Minutes	p	P	GC §§ 34090 (2), 36814, 40801	Official minutes and hearing proceedings of board, commission or committee.
Policies and procedures	S+2	P	GC § 34090	Includes rules, regulations, standards.
Project files	P	P	GC § 34090 (a); H&S §§ 19850; 4003, 4004	Pertains to real property, new construction, storefront improvements, rehabilitation projects, and promotions. May include blueprints, drawings, maps, photos (including negatives), plans, reports, evaluations, correspondence, uses, permits, variances, studies, appeals, compliance certificates, lot line adjustments, or other planning-related matters brought before the legislative body.
Project files not completed or denied	2	P	GC § 34090 (d)	Building, engineering, planning.
Resolutions	P	P	GC § 34090	Board, commission or committee.
Speaker slips	2	2	GC § 34090	
Seismic retrofit program	2	P	GC § 34090 (a)	
Street names and house numbers	2	P	GC § 34090 (a)	Street dedications, closings, address assignment/changes.
Studies, special projects and areas	2	P	GC § 34090 (d)	Engineering, joint powers, noise.

Subdivision agreements	P	P	GC § 34090	Potentially affecting title to real property,
Tapes, CDs, recordings: Audio: Video:	 30 days 30 days	 30 days 90 days	GC §§ 54953.5 (b); 34090.7	When used for minute preparation; otherwise-2 years.
California Environmental Quality Act (CEQA)	2	P	GC § 34090 (a) and CEQA Guidelines	Exemptions, environmental impact report, mitigation monitoring, negative declaration, notices of completion and determination, comments, statements of overriding considerations.
Environmental review	2	P	GC § 34090 (d)	Correspondence, consultants, issues, conservation.
Soils reports	2	P	GC § 34090 (d)	Final reports.

Building and Safety				
Blueprints, specifications, for building in which permit issued	L	L	H&S § 19850	Submitted by contractor for permits requiring plans.
Blueprints, specifications, permit not issued	2	2	GC § 34090 (d)	Submitted by contractors with application for permit never issued.
Certificates	2	P	GC § 34090 (a)	Compliance, elevation, occupancy that affect real property.
Flood reports	2	P	GC § 34090	
Inspection	2	P	GC § 34090 (d)	Correspondence, fees, appeal requests, reports.
Permits	2	P	GC § 34090; H&S § 19850	New commercial and residential construction, tenant improvements, room additions, spa, signs, block wall, remodel (including security bonds, plans, building, signs).
Signs (temporary)	2	2	GC § 34090 (d)	Home occupations, off-premise signs.
Planning				
Case files, Planning & Zoning	P	P	GC § 34090 (a); H&S §§ 19850, 4003, 4004	Pertains to real property. May include blueprints, drawings, maps, plans, reports, evaluations, correspondence, uses, permits, variances, studies, appeals, compliance certificates, lot line adjustments, or other planning-related matters brought before Zoning Administrator, commission or legislative body.
Correspondence	2	2	GC § 34090 (d)	Working documentation.
Development conditions	L, but not less than 2	P	GC § 34090	Mitigation measures; filed with case files.
Development agreements	P	P	CCP §§ 337, 337.1(a), 337.15; GC § 34090; 48 CFR § 4.703	Infrastructure contracts, franchises, original maintained for seven years.
Development Standards	2	P	GC § 34090 (a)	Landscape mediums, parkway landscape development, public works construction.
Drawings, project plan	2	P	GC § 34090 (d)	Does not include those usually filed with case or project.

Findings and decisions	P	P	GC § 34090	Board, commission, committee or City staff.
General Plan and elements and specific plans	P	P	GC § 34090	Includes sphere of influence.
General and Specific Plan Amendments: Approved: Denied:	 P P	 P P	GC §§ 34090, 65103, 50110	
Maps, Plans, drawings, exhibits, photos	P	P	GC § 34090; H&S § 19850; GC § 34090.7	Zoning, tentative subdivision, parcel, land use map, aerial photos, specific plans.
Minutes	P	P	GC § 34090	Planning and ARB.
FINANCE DEPARTMENT / TREASURER'S OFFICE				
Accounting and Administration				
Audit Report	P	P	GC § 34090	
Audited Financial Statements	2	P	GC § 34090	Independent auditor analysis
Bonds Account Statements	CL+10	CL+10	GC § 34090; CCP § 337.5	Final bond documentation, monthly statement of transactions
Bonds, coupons and other securities	CL+2	P	GC §§ 34090; 53921	Paid/canceled
Budget	AU+2	P	GC § 34090	Annual operating budget approved by Legislative Body (original budget retained by City Clerk)
Hearing or review	2	7	GC § 34090	Documentation created and/or received in connection with audit hearing or review
Reports	2	7	GC § 34090	Internal and/or external
Reviews, internal/ external periodic	2	7	GC § 34090	Daily, weekly, monthly, quarterly, or other summary, review, evaluation, log, list, statistics, except a report
Accounts payable	AU+4	AU+4	GC § 34090	Invoices from and payments to vendors, check copies, supporting documents
Agenda reports	2	2	GC § 34090	Council discretionary fund, City Manager discretionary fund, Investment policy, monthly investment reports, formal quotations for supplies and services

Accounts receivable	AU+4	AU+4	GC § 34090	Cash receipts for payments made to the City
Assessment districts	P	P	GC § 34090	Collection information; original documentation filed with City Clerk
Bank statements	AU+5	AU+5	GC § 34090; 26 CFR 16001-1	Statements, reconciliations
Budget adjustments, journal entries	2	2	GC § 34090(d)	Documents used to prepare department budget
Checks	AU+5	AU+5	GC § 34090; CCP § 337	Includes payroll, canceled and voided checks
Deposits, receipts	AU+4	AU+4	GC § 34090; CCP § 337	Checks, coins, currency
Invoices	AU+2	AU+2	GC § 34090	Copies sent for fees owed, billing, related documents
Ledger, general	P	P	GC § 34090; CCP § 337	
Voucher	AU+4	AU+4	GC § 34090; CCP § 337	Account postings with supporting documents
Petty cash reimbursements	AU+2	AU+2	GC § 34090	
Taxes, receivable	AU+2	AU+2	CCP § 338	
Warrant register	AU+2	AU+2	GC § 34090	
Licenses				
Business	C+2	7	GC § 34090; CCP § 337	Paid and reports
Parking Citations				
Citations	P	P	GC § 34090	

Payroll				
Adjustments	AU+4	AU+4	GC § 34090; 29 CFR § 516.5-516.6	Audit purposes
Deferred compensation	T+5	T+5	GC § 34090; 26 CFR § 16001-1*	Records of employee contributions and City payments *29 CFR § 1627.3(2)
Employee time sheets	AU+6	AU+6	GC § 34090; 29 CFR § 516.2*	Signed by employee for audit and FEMA reports *CFR § 516.6(1); IRS Reg. 31.6001-1(e)(z); R&T 19530; LC 1174(d)
Federal and State tax forms	AU+4	AU+4	GC § 34090	Forms 1096, 1099, W-4s and W-2s *26 CFR § 31.6001-1(2)(2); R&T § 19530; 29 CFR § 516.5-516.6
Payroll system history; roster of former City employees (regular employees)	3	P	29 CFR §1627.3(a); 29 CFR § 516.6	Time cards, payroll records
Payroll system history; roster of former City employees (temporary employees)	3	P	29 CFR § 516.5; 29 CFR § 1627.3(a)	
PERS Employee deduction reports	T+4	T+4	GC § 34090; CAC § 22; 1085-2	Record of deductions (PERS-Public Employee Retirement System) *26 CFR § 516.5, 516.6; LC § 1174(d)
Register	P	P	GC § 34090; GC § 37207	Labor costs by employee and program
Salary records	T+3	T+3	GC § 34090; 29 CFR § 516.2, 516.5	Deduction authorization, beneficiary designations, unemployment claims, garnishments
Purchasing				
Purchase orders	2	7	GC § 34090; CCP § 337	Original documents
Vendor register	2	7	GC § 34090	Alpha vendor listing of purchase orders, invoices, account numbers, and check date

Reports				
Audits	P	P	GC § 34090	
Investment transactions	P	P	GC § 34090; CCP § 337; GC § 53607	Summary of transactions, inventory and earnings report
Labor Distribution	AU+2	AU+2	GC § 34090	Costs by employee and program
State Controller	P	P	GC § 34090	Controller may destroy after five years
Stores				
Inventory	AU+6	AU+6	GC § 34090;	Reflects purchase date, cost, account number
Auction	AU+2	AU+2	GC § 34090	Listing of property
Disposal	AU+2	AU+2	GC § 34090; CCP § 337	Sealed bid sales of equipment
Risk Management				
Accident report - City assets	CL+7	CL+7	29 CFR § 1904 .2; 29 CFR § 1904.6	Reports and related records
Bonds, insurance	P	P	CCP §§ 337.2; 343	Bond and insurance policies insuring City property and other assets
Claims, damage	CL+5	CL+5	GC § 34090	Paid/denied
Incident reports	CL+7	CL+7	29 CFR § 1904 .2; 29 CFR § 1904.6	Theft, arson, vandalism, property damage or similar occurrence (excluding fire/law enforcement)
Insurance, joint powers agreement	P	P	GC § 34090	Accreditation/MOUs/agreements, agendas
Insurance, certificates	P	P	GC § 34090	Insurance certificates filed separately from contracts, includes insurance filed by licensees.
Insurance, liability/ property	P	P	GC § 34090	May include liability, property, Certificates of Participation, deferred, use of facilities
Insurance, Workers Compensation	P	P	LC § 5405, Local Government Guidelines	Indemnity; Claims Files, Reports, Incidents, PERS - working files, originals with Administrator
Photographs, negatives, film	CL+2	CL+2	GC § 34090	
Risk Management Reports	2	C+5	OMB § 1220-0029; 29 CFR § 1904.4; GC § 34090	Federal OSHA forms; loss analysis report; safety reports; actuarial studies
Grants				

Community Development Block Grant and urban development	CL+4	CL+4	24 CFR § 570.502(b)(3); 24 CFR 85.42 & OMB Cir. A-110, Attach. C*; OMB Cir. A-102 & 128, HUD regulations	Project files, contracts, proposals, statements, reports, sub-recipient dockets, Environmental review, grant documents, applications, inventory, consolidated plan, etc. Includes Section 108 loan guarantee *
Federal and State	CL+5	CL+5	GC § 34090	Refer to grant application close-out procedure.
Financial records	CL+5	CL+5	GC § 34090	Refer to grant application close-out procedure.
Unsuccessful	CL+2	CL+2	GC § 34090	Application not entitled.
FIRE DEPARTMENT				
ADMINISTRATIVE SERVICES				
Books, Fire Code	S+3	S+3	GC § 34090; CCP 340.5	Include OPS manuals
General Orders, Policies/Procedures	S+2	P	GC § 34090	
Inspections, Fire Prevention	CL+3	CL+3	UFC § 103.34	Alarm/sprinkler systems, prevention efforts
Investigations, Evidence Arson	P	P	PC § 799	Support prosecution resulting in homicide
Investigations, Evidence Arson	CL+6	CL+6	PC § 800	Great bodily harm, inhabited structure or property
Journals, Fire Station	C+2	C+2	GC § 34090	Activities, personnel, engine company
Permits, Uniform Fire Code	CL+2	CL+2	GC § 34090	
Chemical Emissions	C+2	C+2	GC § 34090	

EMERGENCY MANAGEMENT				
OPERATIONS/EMERGENCY MEDICAL SERVICES				
Mutual Aid, Strategic Plans	S+2	S+2	GC § 34090	
Exposure	T+30	T+30	29 CFR § 1910.1020	Sampling results, collection methodology, background
Exposure	T+1	T+1	29 CFR § 1910.1020	Laboratory reports and worksheets
Medical	T+30	T+30	29 CFR § 1910.1020	
Medical	T+2	T+2	29 CFR § 1910.1020	Employees less than one year GC § 34090
Training	T+2	T+2	GC § 34090	Certifications/designations
HAZARDOUS MATERIALS				
Hazardous Waste Disposal	C+10	C+10	Local Government Guidelines; 40 CFR § 122.21	Documentation re handling and disposal of hazardous waste
Permits, Hazardous Materials Storage	C+2	C+2	GC § 34090	Departments consistently recommend permanent retention of environmentally sensitive materials
Programs, Household Hazardous Waste	S+2	S+2	GC § 34090	
Training Materials	S+2	S+2	GC § 34090; 8 CCR § 3204(d), et seq.	
Underground Storage Tank Compliance Maintenance & Operation.	P C+2	P C+2	GC § 34090(a) GC § 34090	Documents re: storage Location, installation, removal, remediation
PROPERTY				
Apparatus/Vehicle	C+2	C+2	GC § 34090 CCP § 340.5*	Repair and Maintenance *8 CCR 3203(b)(1)
Inventory, Equipment and Supplies	C+2	C+2	GC § 34090	
Logs, Fire Equipment/Gear	C+2	C+2	GC § 34090	
REPORTS				

Incident	CL+3	CL+3	GC34090 CCP § 338 *	Dispatch and daily logs *CCP 340.5
Field, Non-fire and Logs	C+2	C+2	GC § 34090	
Fire, Non-arson and Logs	C+2	C+2	GC § 34090	
Investigations, Evidence Arson	CL+3	CL+3	PC § 801; UFC § 104.32	Structure
Weed Abatement	CL+2	CL+2	GC § 34090	Reports, assessments, resolutions, documentation
LIBRARY				
Borrower Registration Records Records documenting the registration of authorized borrowers.	2	5	GC § 34090	
Cash Receipts (for Daily deposit of monies from Library)	2	7	GC § 34090;	
Circulation Records Records documenting the circulation of library materials to individual borrowers	2	5	GC § 34090	
Circulation Statistical Reports	2	5	GC § 34090	
Library Catalog	2	5	GC § 34090	
Lost and Paid Receipts Copies of receipts issued when patron pays for a lost book	2	7	GC § 34090	
Overdue Records Library Fines Information	2	5	GC § 34090	
Purchase Orders	2	5	GC § 34090	
Records of Missing Books in Circulation	2	5	GC § 34090	
Vouchers - Vendor Invoices, Reference Information and Proof of payment	2	7	GC § 34090	

MUNICIPAL UTILITIES DEPARTMENT				
AIRPORT				
Accident and Incident Reports (Aircraft)	CL+8	CL+8	Local Government Guidelines	Accidents, injuries, property damages, general conditions re pilot and aircraft
Agreements	T+4	T+4	CCP § 337	Including concessionaire, slip rental, facility storage
Airport Certification	P	P	14 CFR § 139.207b; §§ 171.13-171.213	Federal Aviation Administration (FAA) required manuals
Airport Operational Reports (Regulatory)	P	P	Local Government Guidelines	Annual and special reports to federal and state regulatory agencies.
Airport Operational Reports (Administrative)	C+2	C+2	Local Government Guidelines	Logs, statistical summaries; administrative records
Airport Noise Monitoring and Complaint	C+10	C+10	Local Government Guidelines	Correspondence, studies, memos, reports, log books, documents related to assessment of noise levels at airports and resolution of complaints
Applications Aircraft Storage Parking Slip Rentals	T+2	T+2	GC § 34090	Payment invoices, inventory listings, billing correspondence and other related documents
Special Events	C+2	C+2	GC § 34090	Permits, correspondence, related documents re use of rights of way
Fueling	4	4	GC § 34090, CCP § 337	
Hazardous Waste Disposal	C+10	C+10	Local Government Guidelines; 40 CFR 122.21	Documentation re: the handling and disposal of hazardous waste
Inspection, Runway	C+10	C+10	Local Government Guidelines	Maintenance including Inspection reports, work orders and related records
Inspection, Safety Self	C+2	C+2	14 CFR § 139.327	Safety inspection and related document include reviews and analysis of all aspects of airport operation
Inventory, Equipment Parts & Supplies	L+2	L+2	GC § 34090	Includes vehicles, aircraft, vessels and related documents re repairs

Inventory, Vehicle Ownership and Title	L+2	L+2	GC § 34090	Owners manual, warranty documents, Department of Motor Vehicle title and registration, and related documents
Licenses, Permits	C+2	C+2	GC § 34090	Forms, related documentation re: licenses and permits required by federal and state agencies
Maintenance, FAA	P	P	14 CFR § 171.13-171.213	Forms and reports required by FAA including Forms FAA-198, -418, -6030-1, -6790-4
Maintenance/ Operations	L+2	L+2	GC § 34090	Related to requests for service and work orders for fuel, vehicle and equipment maintenance and repairs
NOTAM (Notice to Airmen)	C+3	C+3	Local Government Guidelines	Reports re: conditions affecting airport maintenance/operations
Report, Accident (Copies)	C+2	C+2	GC § 34090	Memos and working documents
Vehicle Assignment	C+2	C+2	GC § 34090	Log books, request forms, lists
Cemetery				
Burial records	P	P	GC § 34090	
Pre-Need Lot purchase	CL+2	CL+2	GC § 34090	
Customer Service				
Accounts Receivable	2	5	GC § 34090	
Customer Records	C+2	C+2	GC § 34090	Billing, correspondence, complaints
Rates	C+2	C+2	GC § 34090	
Refunds	2	5	GC § 34090	
Solid Waste				
Collections / Landfill	C +2	C +2	GC § 34090	Daily records, usage
Facilities	C +2	C +2	GC § 34090	Correspondence, maps
History, Sanitation	P	P	GC § 34090	
Maintenance and Operations	C +2	C+2	GC § 34090	
Maps	P	P	GC § 34090	Location maps
Reports, studies	CL+2	CL+2	GC § 34090	
Reports, tonnage	C+2	C+2	GC § 34090	

Wastewater				
Facilities	C+2	C+2	GC § 34090	Correspondence, maps, patron list
History, Sanitation	P	P	GC § 34090	Where City-owned
Maintenance and Operations	C +2	C+2	GC § 34090	
Maintenance and Operations	C+2	C+2	GC § 34090	Includes work orders, inspection, repairs, cleaning, reports, complaints
Maps	P	P	GC § 34090	Location maps
Maps, Septic Tank	P	P	GC § 34090	Location maps
Rates	C+2	C+2	GC § 34090	
Recycling Programs	S+2	S+2	GC § 34090	
Regulations	S+2	S+2	GC § 34090	Includes legislation
Reports, Studies	CL+2	CL+2	GC § 34090	
Sludge	C +2	C+2	40 CFR § 61.54	Sludge, sampling, charging rate to measure mercury content
Treatment Plant	C+2	C+2	40 CFR § 60.153	Gas flow through wet scrubbing, oxygen content of exhaust gas, sludge rate, temperatures, fuel flow, total solids and volatile solids
Water				
Billing/Customer Records	C+2	C+2	GC § 34090	Billings, correspondence, complaints
Connection Records	P	P	GC § 34090	Maps, water line connections
Inventory, Equipment	C+2	C+2	GC § 34090	
Locations	P	P	GC § 34090	Mains, valves, hydrants, wells
Maintenance and operations	C+2	C+2	GC § 34090	Includes work orders, inspection, repairs, cleaning, reports, complaints
Service	C+2	C+2	GC § 34090	Includes work orders, entry cards, manholes, service to property owners
Well & Pumping	C+2	C+2	GC § 34090	Times operational, power used and quantity
Maps	P	P	GC § 34090	Line location; easements
Master Plans	C+2	C+2	GC § 34090	Copies
Meter Operations	C+2	C+2	GC § 34090	Reader reports, orders, tests Maintenance Reports
Permits				

National Pollutant Discharge Elimination System NPDES	P	P	GC § 34090 40 CFR § 122.28	Compliance with Clean Water Act re: pollutants
Others	C+2	C+2	GC § 34090	May depend on terms of state or federal agency
Policies and Procedures	S+2	S+2	GC § 34090	Includes rules and regulations
Rates	S+2	S+2	GC § 34090	
Reclamation	C+5	C+5	40 CFR § 122.41	Daily operations including sewage flow, grit removal, chlorine usage, lab analysis results, etc.
Reports				
Conservation	C+2	C+2	GC § 34090	
Consumption	C+2	C+2	GC § 34090	
Corrosion Control	C+12	C+12	40 CFR § 141.91	Compliance documentation
Discharge Monitoring	C+5	C+5	40 CFR § 122.41	Average amount of pollution discharged into waters of municipality.
Drinking Water Corrections	C+10	C+10	40 CFR § 141.33	
Hydrograph	P	P	GC § 34090	Daily flow of streams
Lead Service Line	C+12	C+12	40 CFR § 141.91	Compliance documentation
Public Education	C+12	C+12	40 CFR § 141.91	Compliance documentation
Quality Parameters	C+12	C+12	40 CFR § 141.91	Compliance documentation
Sanitary Surveys	C+10	C+10	40 CFR § 141.33	Statistics, reports, correspondence
Source Water	C+12	C+12	40 CFR § 141.91	Compliance documentation, e.g. lead & copper
State Certification	C+12	C+12	40 CFR § 141.91	Compliance documentation
Variances, Water System	C+5	C+5	40 CFR § 141.33	
Well Level	C+2	C+2	GC § 34090	
Sources	C+2	C+2	GC § 34090	May include wells, rivers, lakes, districts
Surveyor Field Notes	P	P	GC § 34090	Notes preparatory to maps of water installations

Surveys, Water System Sanitary	C+10	C+10	40 CFR § 141.33	Statistics, reports, correspondence
Tests				
Bacteriological Analysis	C+5	C+5	40 CFR § 141.33	Compliance records include location, date, method and results; corrections, analysis of bacterial content
Chemical Analysis	C+10	C+10	40 CFR § 141.33	Compliance records include location, date, method used and results; corrections, analysis of chemical content
Quality	C+12	C+12	40 CFR § 141.91	Compliance documentation including sampling data, analysis, reports, surveys, documents, evaluation, schedules, valves, etc.
Valve Main Records	P	P	GC § 34090	
Violations, Drinking Water	C+3	C+3	40 CFR § 141.33	Retention applies to each violation
POLICE				
ADMINISTRATION				
Accounting/Cash Reconciliation	C+2	C+2	GC § 34090	
Alarm Records	C+2	C+2	GC § 34090	
Chemical Emissions	C+2	C+2	GC § 34090	
Claim Files	CL+5	CL+6	PC § 832.5; Local Government Guidelines	Claim copy, correspondence, photographs, supporting documents relative to incidents involving the Police Department filed by citizens
Department Manual	S	S	Local Government Guidelines	Changes to manual are recorded in the General Orders (permanent)
Equipment Communication	T+2	T+2	GC § 34090	Retained until termination of equipment use; Manuals, instructions, procedures
Inventory	S+2	S+2	GC § 34090	Listing of equipment assigned to division, to whom it is assigned
Reports - Activity	C+2	C+2	GC § 34090	Weekly/monthly/quarterly/annual activity/statistical reports by division. Retain only one form for retention period
Survey Response Files	C+2	C+2	GC § 34090	Surveys, responses, correspondence with other agencies requesting statistical data

INVESTIGATIONS				
Administrative/ Internal	CL+5	CL+5	PC § 832.5 EV § 1045 GC § 12946 PC § 801.5; PC § 803(c) VC § 2547	Initiated by citizens complaints or internally initiated; includes complaint, reports, findings
Asset Forfeiture Investigations/ Proceedings Case File	CL+2	CL+2	GC § 34090	
Notifications	C+2	C+2	GC § 34090	To legal property owner prior to case filing that property is subject to asset forfeiture proceedings. If case is filed, notification becomes part of forfeiture case file.
Case Books, Investigative	CL+2	CL+2	GC § 34090	Retained by division until a case is suspended/closed; transfer to Records Division to be filed with associated Daily Report (DR) file
Case Files Homicide Investigator's File	P	P	PC § 799	
Narcotics (No arrest, Narcotics Cases)	CL+2	CL+2	GC § 34090	Retained by division until no longer useful for investigative purposes
Officer Involved Shootings	CL+25	CL+25	GC § 34090; Local Government Guidelines	
Court Daily Schedule	C+1	C+1	GC § 34090.7	Printouts of daily court scheduling
Sign-In Logs	C+2	C+2	GC § 34090	Logs officers' names, time in/out for court appearances
Tracking System Records	C+2	C+2	GC § 34090	Database records subpoena number, officer name, case number, defendant name, district attorney name, court information disposition
Evidence, Disposition Forms			Local Government Guidelines	Attach to duplicate Property Report, file w/DR in Records Division
Fingerprint Applicants Files	T+2	T+2	GC § 34090	Paperwork authorizing fingerprinting and background checks for city employment applicants and business license applicants

Inked/Palm Cards	AC+20	AC+20	GC § 34090; Local Government Guidelines	Persons booked into detention facility; (Copies distributed to county, state, federal agencies)
Records Latents			Appropriate PC Section	1) Retain for applicable case statute of limitation; 2) or until evidence in case is destroyed; Hard copy and digitized
Suspect, Adult/Juvenile	CL	CL	Law Enforcement Management Guide by POST	Adults/juveniles suspected of a crime, taken for comparison. Destroy after original purpose achieved
Guns, Dealers Record of Sale	C+6	C+6	PC § 12070	Applicants, Monthly Gun Audits, Applications Denied, Stolen (DOG File)
Informant Files	T+10	T+10	Local Government Guidelines	Legal notifications, identification information, payment information, activities information
Jail Daily Logs	C+6	C+6	GC § 34090	Daily report of staffing, bookings/releases, transfers, transportation
Inmate Record			Local Government Guidelines	Dependent on facility's classification; see Laws and Guidelines for Local Detention Facilities by Board of Corrections (State of California)
Inspection Files	CL+6	CL+6	Local Government Guidelines	Inspections by various agencies
Surveys	CL+2	CL+2	GC § 34090	Prepared quarterly, forwarded to State Board of Corrections
Licenses Bicycle	C+2	C+2	GC § 34090	
Bingo, Mace	C+2	C+2	GC § 34090	
Duplicate (Pink), Secondhand Dealer, Pawn Brokers	C+2	C+2	GC § 34090	
Logs Auto Theft	S	S	Local Government Guidelines	
Case Assignment	C+1	C+1	Local Government Guidelines	
Daily Activity	C+2	C+2	GC § 34090	

Officer	C+2	C+2	GC § 34090	Daily activity of incidents not reported by use of official report
Report Summary	C+2	C+2	GC § 34090	Report numbers, type, names, dates retained for research value
Investigative (Pre-Arrest)	CL+10	CL+10	GC § 34090	Retained by division until cases are suspended and closed
Juvenile Detention	C+2	C+2	GC § 34090	Logs document juvenile processing per CYA
Property Control	C+2	C+2	GC § 34090	Logs items coming into and going out of property room
Rap Sheet	CL+2	CL+2	GC § 34090	Requests for criminal history
Subpoena	C+2	C+2	GC § 34090	Subpoenas received/served daily
Pawn Slips/Tickets	C+3	C+3	B&P § 21628	
Photographs			Local Government Guidelines	Crime Scene, Registrant/Applicant, Photo file, Accident. Retain according to practical and functional association.
Daily Report (Negatives)	T	T	GC § 34090	Assigned DR number, retained as form of evidence, destroyed at same time evidence for associated case is destroyed
Inmates (Negatives)	C+20	C+20	Local Government Guidelines	By Prisoner number
Registration Files, Arson, Sex and Narcotics	Life of registrant within jurisdiction	Life of registrant within jurisdiction	Local Government Guidelines	Fingerprint Card, photo, information also forwarded to DOJ
Arrest/Conviction H&S Section 11357 (b), (c), (d), (e) or H&S Section 11360 (b) violations (Occurring after January 1, 1996)	2 (Mandatory destruction from date of conviction or date of arrest with no conviction)	2 (Mandatory destruction from date of conviction or date of arrest with no conviction)	H&S § 11361.5	Applicable to convictions occurring after January 1, 1996 or arrests not followed by a conviction occurring after January 1, 1996; Exception: H&S 11357(e), the record shall be retained until a juvenile offender attains the age of 18 years, then destroyed pursuant to 11361.5
Arrest/Conviction H&S Section 11357 (b), (c), (d), (e) or H&S Section 11360 (b) violations (Occurring before January 1, 1996)	Mandatory Destruction (Upon notice from Department of Justice)	Mandatory Destruction (Upon notice from Department of Justice)	H&S § 11361.5(c)	Applicable to convictions occurring prior to January 1, 1996 or arrests not followed by a conviction occurring prior to January 1, 1996 for violations of H&S Code 11357, 11364, 11365 and 11550

Crime Felony Crimes With or Without Arrests	See descriptor	See descriptor	PC § 800 PC § 801	Prosecution for an offense punishable by imprisonment in state prison for eight years or more must commence within 6 years after offense commission. Commencement of prosecution defined in PC 804. Exception: See PC 803 - Tolling/Extension of time periods; Appeals process and "Three Strikes" also considerations in assigning retention.
Misdemeanor/ Infractions	CL+2	CL+2	GC § 34090	No arrests, identifiable property or missing persons (See: Note 1)
Supplemental Felony Capital Crimes, Crimes Punishable by Death, Life Imprisonment	P	P	PC § 799	No statutory limitation for prosecution. Includes Murder, kidnapping for ransom, treason, procuring execution by perjury, train wrecking, assault with a
Destruction Guns	P	P	Local Government Guidelines	
Narcotics	P	P	Local Government Guidelines	
Disposition of Arrest/ Court Action			Local Government Guidelines	Retention determined by action taken; i.e., recordable arrest or detention (released no arrest)
False Alarm (Duplicate)	C+2	C+2	GC § 34090	
Non-Criminal Occurrences	C+2	C+2	GC § 34090	Injured or sick persons; missing persons where person has been returned; traffic collision reports not used as the basis for criminal charges
Property Original	Until case is adjudicated/disposition determined	Until case is adjudicated/disposition determined	Local Government Guidelines	Copy retained in records case file; Refer to Managing Property in Law Enforcement Agencies (By POST)
Range Inventory	S+2	S+2	GC § 34090	Quarterly reports of inventories of weapons and ammunition held by Department Range

Reports	C+2	C+2	GC § 34090	Arrest & Citation Register; Arson Offenses; Crimes Against Senior Citizens; Death in Custody; Domestic Violence; FBI Include Return A/Supp; Hate Crime Incidents; Homicide Reports, Supp.; Officers Killed or Assaulted; Original to FBI - DOJ; Uniform Crime Reports
Research Project Files	CL+2	CL+2	GC § 34090	May include request forms, background materials, staff reports, final project reports and supporting data
Sealed Adult Found Factually Innocent	Mandatory Destruction Upon and Pursuant to Court Order	Mandatory Destruction Upon and Pursuant to Court Order	PC § 851.8	General provision: Upon petition, records of agency must be sealed and destroyed in accordance with the provisions set by court record; exceptions.
Juvenile	Mandatory Destruction upon and pursuant to court order	Mandatory Destruction upon and pursuant to court order	WIC § 826 (a) & (b) WIC § 781 (a)	Upon petition, local laws enforcement records, within WIC 826(b) may be destroyed as ordered by the court, if related probation and juvenile court records have been destroyed by the probation officer. Records involving arrests, detention and/or petitioning juvenile before juvenile court
Statistical (Crime Analysis)	C+2	C+2	GC § 34090	Internally generated information using activity logs, citizen calls, current and past crime statistic reports, finance dept expenditure and budget records; citations, crime reports, accident reports, permits, receipts. Reports created for variety of purposes including increases/decreases in criminal activity; officer workload, deployment, time usage

Statistical (UCR), Uniform Crime Reports Mandatory to DOJ (LEIC); FBI Include Return A/Supplement; Supplementary Homicide Report; Law Enforcement Officers Killed or Assaulted; Monthly Return of Arson Offenses Know to Law Enforcement; Number of Violent Crimes Committed Against Senior Citizens; Monthly Report of Domestic violence Related Calls for Assistance; Monthly Arrest and Citation Register; Monthly Hate Crimes Incidents' Death In Custody Reporting.	C+2	C+2	GC § 34090	Originals sent to FBI, DOJ
Subpoenas (Duplicate)	C+2	C+2	GC § 34090	
Tapes Audio, Telephone and Radio Communications	C + 180 days	C + 180 days	GC § 34090.6	Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action
Surveillance/ Security Video (Jail)	C+13 mos.	C+13 mos.	GC § 34090.6	
Use of Force Supervisory Review Files	C+2	C+2	GC § 34090	Includes review forms, arrest report copies, logs
Warrants Felony	Recall after 10 years. Exception: Murder/ Escape	Recall after 10 years. Exception: Murder/ Escape	Local Government Guidelines	Recommended by the California Law Enforcement Warrant Officer's Association
Misdemeanor Criminal	Recall after 5 years	Recall after 5 years	Local Government Guidelines	Recommended by the California Law Enforcement Warrant Officer's Association
Served	C	C	Local Government Guidelines	Includes Warrant Service Information Card, alpha index card
Unserved (Local)	Until served, recalled or purged	Until served, recalled or purged	Local Government Guidelines	

PATROL				
California Vehicle Code Infractions (Duplicates)	C+90 days	C+90 days	GC § 34090	Original is forwarded to court
Parking/Traffic, Duplicates	C+2	C+2	GC § 34090	Originals are forwarded to court after agency processing; includes citations electronically created
Transmittals	C+2	C+2	GC § 34090	Listing of citations forwarded to court, filed for reference
Cards Dispatch	C+2	C+2	GC § 34090	
Field Interview	CL+2	CL+2	GC § 34090	
Citations 11357(e), Juvenile	CL+2	CL+2	H&S § 11361.5	
11357b H&S, 11357c H&S, 11360b H&S Violations	CL+2	CL+2	H&S § 11361.5	CA Admin Code, Chapter 1, Title II, Sec. 708
Cite and Release	CL+2	CL+2	GC § 34090	
Equipment Radio Logs (Communication)	C+2	C+2	GC § 34090	Documents problems, malfunctions, resolution to provide equipment performance history
General Orders	P	P	GC § 34090; Local Government Guidelines	
Patrol Requests (Correspondence)	C+2	C+2	GC § 34090;	From citizens for patrol presence
Radar Calibration Records	T+2	T+2	GC § 34090	Documentation of Radar instruments retained during use/ownership
Reports Accident	CL+2	CL+2	GC § 34090	Non-Jury
Traffic Collision Fatalities	P	P	Local Government Guidelines	
Vehicle Assignment Reports	S	S	Local Government Guidelines	Record of assignments
Down Reports	C+1	C+1	Local Government Guidelines	Printouts reporting which vehicles are down for repair, maintenance, etc.

Repossession/ Private Impounds	C+2	C+2	GC § 34090	
Service Schedules	S	S	GC § 34090	
Vests, Bulletproof Letters	C+2	C+2	GC § 34090	Authorization to purchase
Warrants Parking	Recall after 1 year	Recall after 1 year	Local Government Guidelines	Recommended by the California Law Enforcement Warrant Officer's Association
Traffic	Recall after 5 years	Recall after 5 years	Local Government Guidelines	Recommended by the California Law Enforcement Warrant Officer's Association
Weapons, Database	P	P	Local Government Guidelines	Departmentally-owned weapons, personal weapons, alternate weapons, secondary handguns; produces inventory reports
SERVICES				
Chemicals/Film Inventories	S	S	Local Government Guidelines	
Equipment Inventory/Sign-out Cards - Photo Lab	T	T	Local Government Guidelines	
Operations Files - Photo Lab	P	P	Local Government Guidelines	Retain until equipment no longer owned/used by department; Manuals, instructions, procedures for use/operations of photographic equipment
Grievance Files	S	S	GC § 34090	Grievance filed by employees, supporting documentation
Investigations, Background	C+1	C+1	GC § 34090	Non hired
Background Hired	C+2	C+2	Local Government Guidelines	Include original reports re: PC 832.5 investigations
Parades & Special Events File	S	S	GC § 34090	Reports, memos, correspondence, scripts, supplier information, assignments, deployments, supporting documentation
Permits Alcoholic Beverage Control License	L+2	L+2	GC § 34090	Approval Process
Concealed Weapons	CL+2	CL+2	GC § 34090	

Photographs Personnel	S+2	S+2	GC § 34090	
Negative Log	C+2	C+2	GC § 34090	
Negatives, Misc.	C+2	C+2	GC § 34090	Not case-related (Public relations, promotions, events, ceremonies, staff photos)
Press Releases	C+2	C+2	GC § 34090	
Press, Video Programs (Community Relations)	C+2	C+2	GC § 34090	Collection of videos of programs and events; outside press coverage of department
Property Files	C+2	C+2	GC § 34090	Original reports and supplemental documentation (Lost, Found, Safekeeping)
Property, Pawn Broker/Secondhand	C+2	C+2	GC § 34090	Sales, slips. Dealer required to file duplicate with agency
Reports Dealer of Gun Sales, Duplicate	C+6 mos.	C+6 mos.	GC § 34090.7	Original maintained by DOJ. Dealer required to file duplicate with agency
Restraining Orders, Emergency Protective Orders, Temporary Restraining Orders, Legal Stipulations, Orders After Hearing	C	C	Local Government Guidelines	Destroy after law enforcement actions described in PC 273.5, 273.6, 646.9, 12028.5, 13700 and Family Code Sections 6380-6383 are fulfilled and effective date of restraining order has expired.
Rosters (Divisional)	S+2	S+2	GC § 34090	Personnel assigned to division.
Schedules Daily	P	P	GC § 34090	
Watch Assignment/ Timekeeping Records	S	S	GC § 34090	
Speaker Requests	C+1	C+1	GC § 34090	Community and business requests for public appearances, speakers
Tests, Densitometer Results (Photo Lab)	C+2	C+2	GC § 34090	Daily tests of development chemicals/processes for quality control.
Training Bulletins	S	S	GC § 34090	
Event Files	Recall after 1 year	Recall after 1 year	GC § 34090	Correspondence, brochures, promotional materials, info on speakers, guests, supporting documents
Lesson Plans, Range	T+2	T+2		Scope, content, time period of courses

Personnel (by name)	CL+2	CL+2	GC § 34090	Paperwork documenting officers' internal and external training
Schedules, Range	P	P	GC § 34090	Daily, weekly, monthly schedules of training events at range
Volunteer Card Files	S	S	GC § 34090	Volunteers' identification, contact information
Animal Control				
Complaints	CL+2	3	GC § 34090 (d)	
Bite Report	P	3	GC § 34090 (d)	
Citations	S	CO + 2	GC § 34090 (d)	
Daily Logs	C+1	3	GC § 34090 (d)	
Impound records	C+2	3	GC § 34090 (d)	
Spay and Neuter Refunds	S	3	GC § 34090 (d)	
Code Enforcement				
Abandoned vehicles	Recall after 1 year	2	GC § 34090 (d)	
Case files	2	P	GC § 34090 (d)	Building, housing, and mobile home code violation records (including inspections, public nuisance, rubbish and weed abatement, vehicle abatement, citations, massage parlor permits, general).
Liens and releases, supporting	P	P	GC § 34090	Abatement.
Logs	2	2	GC § 34090 (d)	Lien recovery, citations, complaints.
Regulations	2	P	GC § 34090 (d)	Includes rules.
Reports, federal and state	2	P	GC § 34090 (a)	Code enforcement statistics (may contain records affecting title to real property or liens thereon).
Violations, building, property, and zoning	2	P	GC § 34090 (d)	Supporting code enforcement activity.
Management Information Systems				
Inventory, information systems	2	2	GC § 34090	Hardware/software inventory logs; systems manuals.

Program files and directories: Annual backup: Daily backup; Monthly backup: Weekly backup:	 2 C+2 mos. C+1 C+5	 2 C+2 mos. C+1 C+5	GC §§ 34090, 34090.7	
Tapes, information systems	2	2	GC § 34090	System generation.
Public Information				
Publications	2	2	GC § 34090	Brochures, newsletter, bulletins, press releases.
Recreation				
Inventory, records	2	2	GC § 34090	Inventory of non-current or inactive records holdings and location, indices
Public Records Requests	2	2	GC § 34090	
TAXIS	T+4	T+4	GC § 34090	License, permits for Taxicabs, shuttles, etc.

Note 1: The destruction of felony, misdemeanor and infraction Crime/Supplemental Reports permitted providing:
1. They do not relate to an unadjudicated arrest except for H&S 11357 or H&S violations;
2. They do not relate to unserved warrants;
3. They do not involve identifiable items which have not been recovered;
4. They do not relate to PC 290, PC 457.1, or H&S 11590 registrants;
5. They do not relate to violations listed in PC Sections 799 and 800;
6. The cases are not presently involved in either a civil or criminal litigation.

PUBLIC WORKS DEPARTMENT

Administration				
Agendas	C+2	P	GC § 34090 (d)	City Planning Commission agendas.
Agenda Reports	C+2	P	GC § 34090 (d)	City Council and Planning Commission.
Committees	2	P	GC § 34090	Member lists, minutes/agendas, informational material, reports.
Correspondence	2	P	GC § 34090 (d)	Working documentation.
General subject files	2	C+5	GC § 34090 (d)	Internal documentation.
Minutes	P	P	GC §§ 34090 (d), 36814, 40801	Official minutes and hearing proceedings of board or commission.
Permits	2	2	GC § 34090	Tree removal.

Photographs	2	P	GC § 34090 (d)	Aerial photographs.
Policies and procedures	2	2	GC § 34090	Includes, rules, regulations, standards.
Resolutions	P	P	GC § 34090	Board, commission, or committee.
Request for proposals (RFPs)	2	2	GC § 34090	
Speaker slips	2	2	GC § 34090	Information submitted by speakers at commission and committee meetings.
Studies and special reports	2	2	GC § 34090 (d)	
Tapes, CDs, recordings: Audio: Video:	 30 days 90 days	 30 days 90 days	GC § 54953.5 (b); GC § 34090. 7	When used for minute preparation; otherwise-2 years.
Engineering				
Bridges and overpasses	L	L	GC § 34090	Life of Structure.
Inspection	2	2	GC § 34090	Includes intersection, sidewalks, bridges, and overpasses.
Capital improvement projects	2	CL+10	CCP § 337.15	Supporting documents, including bidders' list, specifications, reports, plans, work orders, schedules, etc.
Construction traffic control plan	2	CL+10	CCP § 337.15	Daily tracking.
Drawings, traffic control plan	2	P	GC § 34090	Signs, signing and striping, road construction.
Flood control	2	2	GC § 34090 (d)	Storm drains.
Drainage Facilities	P	P	GC § 34090	Includes dams, lakes, basins, creeks
Flood Zones	P	P	GC § 34090	Includes flood maps
Insurance Programs	S+2	S+2	GC § 34090	Includes copies of policies, rules, programs
Policies/Procedures	S+2	S+2	GC § 34090	Rules and Regulations
Reports/Studies	CL+2	CL+2	GC § 34090	
Flood records	2	P	GC § 34090	
Permits	2	P	GC § 34090	Grading, encroachment.
Photographs	2	P	GC § 34090	Includes aerials.
Plans, capital improvement, projects	2	P	GC § 34090	Streets, curbs, gutters, sidewalks, storm drains, water, sewer, parks.

Policies and procedures	2	P	GC § 34090	Includes rules, regulations, standards.
Relocation files	2	CL+2	GC § 34090	Redevelopment.
Special districts	2	P	GC § 34090 (a)	Supporting documents re improvement, lighting, underground utility; bonds, taxes, and construction.
Street/alley (abandonment/ vacation)	P	P	GC § 34090 (a)	Relinquishment of rights and fee title.
Street naming and numbering	2	P	GC § 34090	
Studies	2	2	GC § 34090	Traffic volume, accident history, requests, statistics, drawings, supporting traffic devices.
Surveys	2	P	GC § 34090 (a)	Recording data and maps.
Parks and Street Trees				
Accident reports - employees	T+2	T+5	GC § 34090	Employees - kept in personnel file.
Accident reports - patrons	CL+2	CL+2	GC § 34090	Accidents of patrons using park facilities.
Inventory, equipment	AU+2	AU+2	GC § 34090	Warranties, purchase orders.
Landscape	C+2	C+2	GC § 34090	Contracts, complaints, specifications, photos, reports.
Landscape drawings	C+2	P	GC § 34090	Drawings.
Maintenance and operations	2	C+5	GC § 34090	Includes work orders, inspection, repairs, cleaning, reports, complaints.
Maps	P	P	GC § 34090	Irrigation, plot plans.
Pest Control	2	2	GC § 34090 (d)	Pesticide applications, inspections and sampling, documents.
Photographs	2	P	GC § 34090	
Plans, proposed	CU+2	2	GC § 34090	Future plans, new sites, expansions or until superceded.
Policies and Procedures	S+2	S+2	GC § 34090	Includes rules and regulations
Schedules, class and events	CU+2	CU+2	GC § 34090	Enrollment, liability releases, evaluations, attendance, fliers in personnel file.
Studies	CL+2	CL+2	GC § 34090	Future sites, expansions.
Streets and Electrical				

Abandonments/ Vacations	P	P	GC § 34090	
Closures	P	P	GC § 34090	
Easements, dedications, rights-of-way	P	P	GC § 34090	
Field books	P	P	GC § 34090	
Intersection records	C+2	C+2	GC § 34090	Includes correspondence, volume counts, accident history.
Landscaping	C+2	C+2	GC § 34090	Plants, tree maintenance, work orders.
Lighting	C+2	C+2	GC § 34090	Maintenance, work orders.
Maintenance/ Operations	C+2	C+2	GC § 34090	Includes work orders, inspection, repairs, cleaning, reports, complaints, signals, striping.
Maps	P	P	GC § 34090	Fire hydrants, lighting districts, wheelchair ramps, storm drains, streets, sidewalks, utilities.
Master Plans	CU+2	P	GC § 34090	Copies.
Parking: Lots/garages: Regulations: Parking meters:	 2 S+2 2	 2 P 2	GC § 34090	
Permit, parking	2	5	GC § 34090	Residential.
Signage	2	L+2	GC § 34090	Log books, index register cards, inventory lists, records of traffic signs.
Speed limits	S+2	L	GC § 34090	
Traffic count	2	2	GC § 34090	Evaluation of traffic volume.
Traffic safety	2	2	GC § 34090	Pedestrian safety, bicycle lanes.
Traffic signals	2	L	GC § 34090	Logs, drawings, wiring diagrams, codes, circuit numbers, installation records, testing and maintenance.
REDEVELOPMENT AGENCY				
Bonds	2	P	CCP § 337	Revenue bond documentation.
Loans	P	P	GC § 34090	Promissory notes, deeds of trust, detail information.
Programs	CL+3	P	24 CFR § 570. 502(b)(3); 24 CFR § 85.42, and OMB Cir. A-110, No. C	Includes comprehensive Housing Authority strategy, meeting credit certificate, housing bond advisory, in-lien housing mitigation, low/moderate housing, rental housing assistance.

Reports	2	P	GC § 34090	Activity, periodic.
Reports, federal and state	2	P	GC § 34090 (a)	Grants, community/urban development (includes CDBG)

RESOLUTION NO. 8475

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE DESTRUCTION OF CERTAIN PUBLIC RECORDS

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 6576 on February 20, 2007, which established regulations governing the retention and disposition of records; and

WHEREAS, in accordance with the requirements of Resolution No. 6576, the City Clerk's office has submitted an application for the destruction of certain public records which are described in Exhibit "A" to this Resolution;

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

Section 1. That the application for the destruction of public records as described in Exhibit "A" is hereby approved.

ADOPTED, SIGNED, AND APPROVED this 20th day of June 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 adopted by the City Council at a regular meeting thereof held on the 20th day of June, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
REQUEST TO DESTROY PUBLIC RECORDS

Requesting Department/Division: City Clerk's Office	Request Date: 06/20/23
Requester's Name and Job Title: Heather Collier, Administrative Assistant	
Requesters Signature: Heather Collier	
Department Head Signature: ☒ Approved, by: Jeanne Donaldson, City Clerk Jeanne Donaldson	

Description of Records:

1. Statements of Economic Interest (Form 700 Special Counsel/City Employees + Inactive)
   a. **Years:** 1990 - 2015
   b. **Legal Retention** = E + 4
   c. **Retention Schedule Location: Resolution No. 6576** *Elections – Statement of Economic Interest, copies, elected, local; Page 15*
2. Appeals (Demolition Permits, MEP, ERC (1977-2012)
   a. **Years:** 1977-2012
   b. **Legal Retention** = 3
   c. **Retention Schedule Location: Resolution No. 6576** *Legal – Appeals, civil; Page 16*
3. Nomination Papers (Successful/Unsuccessful, Municipal General & Special Elections)
   a. **Years:** 1989-2005
   b. **Legal Retention** = T + 4
   c. **Retention Schedule Location: Resolution No. 6576** *Elections – Nomination papers: Successful; Unsuccessful; Page 14*
4. Campaign Statements, *Not elected, local office*
   a. **Years:** 2001-2011
   b. **Legal Retention** = E + 5
   c. **Retention Schedule Location: Resolution No. 6576** *Elections – Campaign statements: Not elected, local office; Page 14*
5. Affidavits of Publication (Proof of Publication - NIBs, Ordinances & Public Hearings)
   a. **Years:** 1996 – 2014
   b. **Legal Retention** = 2
   c. **Retention Schedule Location: Resolution No. 6576** *Legal – Affidavit of publication, public hearing notices; Affidavit of publication, ordinances; Page 15-16*
6. Bid Reports
   a. **Years:** 2007 – 2019
   b. **Legal Retention** = 2
   c. **Retention Schedule Location: Resolution No. 6576** *General Subject – Bids, RFPs, RFQs, unsuccessful/rejected; Page 15*
7. Disbursement Vouchers (Publications, Elections, General, Annotated Codes, Subscriptions,)
   a. **Years:** 1987 – 2018
   b. **Legal Retention** = 2
   c. **Retention Schedule Location: Resolution No. 6576** *General Subject – Budget information department; Page 15*
8. Deposit Transmittal Form
   a. **Years:** 2011
   b. **Legal Retention** = T + 4
   c. **Retention Schedule Location: Resolution No. 6576** *General Subject – Budget information department; Page 15*

9. Notices (Council Meetings/Special Meetings/Adjournments/Public Hearings/Fee Notices/Ordinances/Ordinance Summaries/Public Notices)
   a. **Years:** 1996 – 2010
   b. **Legal Retention** = 2
   c. **Retention Schedule Location: Resolution No. 6576** *Legal – Notices, meetings; Page 17; Legal – Notices, public hearing: Page 17*
10. Public Records Requests
   a. **Years:** 2005 – 2018
   b. **Legal Retention** = 2
   c. **Retention Schedule Location: Resolution No. 6576** *Legal – Public records request; Page 17*
11. Correspondence (General - City Council/City Clerk/FPPC/County of San Bernardino Assessor)
   a. **Years:** 1971 – 2018
   b. **Legal Retention** = 2
   c. **Retention Schedule Location: Resolution No. 6576** *General Subject – Correspondence; Page 15*
12. Purchase Orders
   a. **Years:** 1984 – 2006
   b. **Legal Retention** = 2
   c. **Retention Schedule Location: Resolution No. 6576** *General Subject – Budget information department; Page 15*

Location of Records:
City Clerk's Office Suite 4

Number or Quantity of Records to be destroyed:
9 Boxes

This request is to destroy the:
☐ ORIGINALS ☐ DUPLICATES ☒ BOTH (Originals & Duplicates)

Dates of each record or inclusive dates of each record series:
From 1971 to 2019

This request is approved by City Council on _____:

_____
Eddie Tejeda
Mayor of the City of Redlands

ATTEST:

_____
Jeanne Donaldson
City Clerk

And approved by the City Attorney on 6/5/23:

_____
Yvette M. Abich Garcia
City Attorney

NOTE: Attach the department head Certification to this request when submitting for approval.

Certification to be attached to "Request to Destroy Public Records"

The undersigned hereby certifies as follows:

1. That the record(s) to be destroyed is/are under the management or control of the department head;
2. That to the best of his/her knowledge, the descriptive titles, information and classifications contained in the attached request form are true and accurate;
3. That the minimum retention time periods required by the regulations contained in Resolution No. 6576 have been satisfied for all records included in the attached request form;
4. That retention of the record is no longer required for the operation of the department, or to satisfy a City Council policy adopted by resolution, or a City Council request, or by the city for administrative, historical, research, fiscal, legal or cultural purposes;
5. That the destruction or other disposition of the record will not violate state law, city regulations, or other applicable law; and
6. That it is a recommendation by the head of the applicable city department that the record(s) should be destroyed.

Jeanne Donaldson, City Clerk

5/10/23
Date

City Council Meeting **H. 5.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement Agreement and Release of All Claims Candace Sheri Jean Davis; San Bernardino County Superior Court Case No. CIVSB2132368 (City Attorney Garcia)

DISCUSSION:

Attached is a copy of the "Settlement Agreement and Release of All Claims," which reflects the terms and conditions for settlement of the above-mentioned litigation as approved by the City Council and City Attorney. In accordance with the City's Municipal Code, and following the spirit of the Brown Act, this matter is on your agenda to approve the settlement, notify the public of the settlement negotiated by the City and to authorize the Mayor to execute the Agreement.

SUBMITTED BY:

Yvette M. Abich Garcia, City Attorney

REVIEWED BY:

Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

Attachments

Settlement Agreement

AGREEMENT OF SETTLEMENT AND GENERAL RELEASE

1. *PARTIES*: The parties to this Agreement of Settlement and General Release ("Agreement") are Candace Sheri Jean Davis ("Plaintiff"), and the City of Redlands ("Defendants").

2. *RECITALS*: This Agreement is made with reference to the following facts:

2.1 Certain disputes and controversies have arisen between the parties hereto.

2.2 Such disputes and controversies include, but are not limited to, the claims, demands and case or causes of action set forth by the parties hereto in a civil action pending in the San Bernardino County Superior Court and entitled Candace Sheri Jean Davis v City of Redlands, et al., Case No. CIVSB2132368.

2.3 It is the intention of the parties hereto to settle and dispose of, fully and completely, any and all claims, demands and cause or causes of action existing as of the effective date of this agreement and arising out of, connected with, or incidental to the dealings between parties hereto to the effective date hereof including, without limitation on the generality of the foregoing, any and all claims, demands and cause or causes of action reflected in the civil action referenced in Paragraph 2.2 above.

3. *DISMISSAL*: Concurrently with the execution of this Agreement, Plaintiff shall dismiss, with prejudice, the civil action referenced in Paragraph 2.2 above, in exchange for the promises, covenants, conditions and payments set forth in Paragraph Four.

4. *PAYMENT*: Concurrently with the execution of this Agreement, Defendant shall pay to Plaintiff, the aggregate sum of FIFTY THOUSAND Dollars ($50,000.00) in a check made payable to Aviram Law APLC Trust Account for immediate disbursement to Plaintiff, Plaintiff's counsel, and any lien holders.

5. *GENERAL RELEASE*: In consideration of the mutual general releases contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each party hereto, the parties promise, agree and generally release as follows:

5.1 Except as to such rights or claims as may be created by this Agreement, each party hereto hereby releases, remises and forever discharges each other party hereto from any and all claims, demands and cause or causes of action existing as of the effective date and arising out of, connected with or incidental to the dealings between the parties hereto prior to the effective date hereof including, without limitation on the generality of the foregoing, any and all claims, demands and cause or causes of action reflected in the civil action referenced in Paragraph 2.2 above.

5.2 Each party to this Agreement specifically waives the benefit of provisions of Section 1542 of the Civil Code of the State of California, as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. *REPRESENTATIONS AND WARRANTIES*: Each of the parties to this Agreement represents and warrants to, and agrees with, each party hereto, as follows:

6.1 Each party has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code Section 1542.

6.2 No party (nor any officer, agent, employee, representative, or attorney of or for any party), has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation, omission or promise of any other party (or of any officer, agent, employee, representative, or attorney of or for any party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

6.3 Each party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement, and all the matters pertaining thereto, as it deems necessary.

6.4 Each party or responsible officer thereof has read this Agreement and understands the contents hereof. Each of the officers executing this Agreement on behalf of their respective corporations is empowered to do so and thereby binds such respective corporation.

6.5 In entering into this Agreement and the settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith including, without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be and is final and binding between the parties hereto, regardless of any claims of misrepresentation, promise made without the intention to perform, concealment of fact, mistake of fact or law, or of any other circumstance whatsoever.

6.6 Each party has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, and cause or causes of action disposed of by this Agreement.

6.7 Each term of this Agreement is contractual and not merely a recital.

6.8 Each party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties to fully, finally and forever to settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed between them. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete mutual releases of all such matters, notwithstanding the discovery of existence of any additional or different claims of facts relative thereto.

6.9 The parties will execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement.

6.10 Plaintiff agrees to hold Defendant harmless from, and defend and indemnify Defendant from, the claims of any and all medical care providers and/or lienholders, including, but not limited to, Medicare or MediCal, providing medical services to Plaintiff as a result of the subject accident.

7. *SETTLEMENT*: This Agreement effects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by any party hereto of any liability of any kind to any other party. Each of the parties hereto denies any liability in connection with any claim and intends hereby solely to avoid litigation and buy its peace.

8. *MISCELLANEOUS*:

8.1 This Agreement shall be deemed to have been executed and delivered within the State of California and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.2 This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing, signed by the parties thereto.

8.3 This Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, successors in interest and shareholders.

8.4 Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party.

8.5 In the event of litigation relating to this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

8.6 This Agreement may be executed in counterparts, and when each party has signed

and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

8.7 The parties expressly agree that the Court shall retain jurisdiction over the terms of this settlement and shall specifically retain jurisdiction to entertain a motion to enforce the settlement should the need for such a motion arise.

This Agreement, consisting of four pages, is made and entered into on and as of May 9, 2023, in Redlands, California, and is effective as of this date.

Candace Davis (May 9, 2023 09:42 PDT)

CANDACE SHERI JEAN DAVIS

CITY OF REDLANDS

BY: _____
EDDIE TEJEDA, Mayor

ATTEST

BY: _____
JEANNE DONALDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
Roy Aviram, Attorney for Plaintiff Candace Sheri Jean Davis

_____
Bruce E. Disenhouse, Attorney for Defendant City of Redlands

and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

8.7 The parties expressly agree that the Court shall retain jurisdiction over the terms of this settlement and shall specifically retain jurisdiction to entertain a motion to enforce the settlement should the need for such a motion arise.

This Agreement, consisting of four pages, is made and entered into on and as of May 9, 2023, in Redlands, California, and is effective as of this date.

Candace Davis (May 9, 2023 09:42 PDT)

CANDACE SHERI JEAN DAVIS

CITY OF REDLANDS

BY: _____
EDDIE TEJEDA, Mayor

ATTEST

BY: _____
JEANNE DONALDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
Roy Aviram, Attorney for Plaintiff Candace Sheri Jean Davis

_____
Bruce E. Disenhouse, Attorney for Defendant City of Redlands

City Council Meeting **H. 6.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1657 enacting the Affordable Housing Bond Act of 2024 (Assistant City Manager McConnell)

MOTION(S):

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

I move that the City Council authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1657 enacting the Affordable Housing Bond Act of 2024.

RECOMMENDATION:

Staff recommends City Council authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1657 enacting the Affordable Housing Bond Act of 2024.

DISCUSSION:

In May 2023, City of Redland staff received an Action Alert from the League of California Cities (Cal Cities) requesting a letter of support be submitted regarding Assembly Bill 1657 (AB 1657). AB 1657 would place a $10 billion bond measure on the March 2024 ballot to spur the production of affordable and supportive housing. The bill authorizes $10 billion in general obligation bonds to fund affordable and supportive housing programs, including the Multifamily Housing Program, the CalHOME program, the My Home down payment assistance program, and the Joe Serna, Jr. Farmworker Housing Program. As currently proposed, funding through AB 1657 would be allocated as such:

- $7 billion - Multifamily Housing Program
- $1.5 billion - Preservation or rehabilitation of existing subsidized or

unsubsidized rental housing
- $1 billion - Appropriated by the Legislature to provide homeownership opportunities through the following programs:
    - CalHome Program
    - Home purchase assistance program
- $500 million - Appropriated by the Legislature to:
    - Joe Serna, Jr. Farmworker Housing Grant Program

AB 1657 would provide targeted and significant funding to support community-based solutions that get California residents off the streets and in their homes. A recent statewide survey by Cal Cities shows that cities in California believe limited supportive housing options and lack of ongoing funding are the top two barriers to preventing and reducing homelessness. AB 1657, if approved, would provide such funding.

ALTERNATIVES:

City Council may elect not to authorize Mayor Tejeda to sign a letter in support of AB 1657.

STRATEGIC PLAN:

Supports Strategic Plan Priority A, Quality of Life,Strategic Objective 2 - Economic Vitality, Implement policies and programs to expand the City's affordable housing.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Brian Desatnik, Development Services Director

REPARED BY:
Ross Wittman, Project Manager

Fiscal Impact

Discussion:

There is no fiscal impact associated with the authorization of Mayor Tejeda to sign a letter of support for AB 1657.

Attachments

AB 1756 Letter of Support

City of
REDLANDS
35 Cajon Street, Redlands, CA 92373
909-798-7533
etejeda@cityofredlands.org

EDDIE TEJEDA
Mayor

PAUL BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member

June 20, 2023

The Honorable Buffy Wicks
Chair, Assembly Committee on Housing and Community Development
1021 O Street, Room 4240
Sacramento, CA 95814

RE: **AB 1657 (Wicks) The Affordable Housing Bond Act of 2024.**
Notice of Support *(As of 04/17/23)*

Dear Assembly Member Wicks,

The City of Redlands is pleased to support your AB 1657, which would place a $10 billion bond measure on the March 2024 ballot to spur the production of affordable and supportive housing.

Housing affordability and homelessness are among the most critical issues facing Californians today. City officials intimately understand these crises firsthand. Local leaders are working to find creative solutions so homes of all income levels can be built. That is why cities are calling on the Legislature and the Governor to provide ongoing funding to help cities prevent and reduce homelessness and spur housing development.

AB 1657 would provide targeted and significant funding to support community-based solutions that get our residents off the streets and keep them in their homes. A recent statewide survey by Cal Cities underscores the need for funding. The results show that cities believe limited supportive housing options and lack of ongoing funding are the top two barriers to preventing and reducing homelessness.

With the elimination of redevelopment in California almost ten years ago, the City of Redlands, like many cities our size, was left with no ongoing revenue source to support much needed affordable housing in our community. The City is tasked, through its Housing Element, with providing over 1,500 lower income housing units over the next 8 years. Programs such as those that will be funded through this ballot measure will help the City in achieving this goal.

The investments proposed in AB 1657 would come at a critical time as the last round of funding for the state's flagship multi-family affordable housing program, the Multifamily Housing

Program, was oversubscribed ten to one. Affordable housing projects are ready to go if funding is available.

The City of Redlands believes that now is the time to invest in affordable housing. With the slowing economy, stubbornly high inflation, and the heightened threat of an economic recession, we know that our residents, now more than ever, are at risk of housing instability, losing their homes altogether, and falling into homelessness.

For these reasons, the City of Redlands supports AB 1657.

Sincerely,

Eddie Tejeda
Mayor
City of Redlands

cc: The Honorable Buffy Wicks
Rosalicie Ochoa-Bogh, State Senator
Eloise Gomez Reyes, Assembly Majority Leader
James Ramos, Assemblymember
Greg Wallis, Assemblymember
Laura Varela, Inland Empire/Desert Mountain Regional Public Affairs Manager, via email
League of California Cities (via email: cityletters@calcities.org)

City Council Meeting **H. 7.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8487 approving Agreement 3CA06326 with the Department of Forestry and Fire Protection (Cal Fire) for wildland protection during fiscal year 2023-2024 for an amount not to exceed $244,353.46 (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 Resolution No. 8487 with the Department of Forestry and Fire Protection (Cal Fire) for wildland protection during fiscal year 2023-2024 for an amount not to exceed $244,353.46

RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 8487 with the Department of Forestry and Fire Protection (Cal Fire) for supplemental fire resources such as helicopters, aircraft retardant drops, hand-crews, and unified command for wildland fire incidents for an amount not to exceed $244,353.46 during fiscal year 2023-2024.

DISCUSSION:

With the annexation of the area located south of Sunset Drive into the City of Redlands in 1990, the California Department of Forestry (CAL FIRE) and the City of Redlands entered into a Wildland Fire Protection Agreement. Since then, the agreement is reviewed, updated and approved annually. The agreement previously provided for the protection of 2,900 acres of wildland within the city. However, the coverage increased to 5,985 acres in fiscal year 2022. This widened the protection of the wildland areas affected. Specifically, CAL FIRE provides supplemental fire resources such as helicopters, aircraft retardant

drops, hand-crews, and unified command for wildland fire incidents. The agreement covers the period beginning July 1, 2023, to June 30, 2024, and requires annual amendments to reflect any changes in CAL Fire's costs for providing service. The annual cost for FY 2023-2024 is $244,353.46. The agreement allows for a more predictable fire suppression cost, considering that just one moderate vegetation fire could result in significant suppression costs associated with the utilization of highly specialized equipment, materials, and the costs of command staff and personnel.

ALTERNATIVES:

City Council may choose to deny approval of the Wildland Fire Protection Agreement.

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
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

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

Discussion:

The total cost for services under the Wildland Fire Protection Agreement from Cal Fire for fiscal year 2023-2024 is $244,353.46. This cost includes a per acre rate of $36.45 per acre plus an administrative rate of $12.01. The total cost has been budgeted in the Fire Department's FY 23/24 budget.

Attachments

Resolution 8487
Exhibit A - Agreement

RESOLUTION NO. 8487

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE AGREEMENT WITH THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CALFIRE) FOR WILDLAND PROTECTION SERVICES DURING FISCAL YEAR 2023/2024.

WHEREAS, the City wishes to approve an agreement with the Department of Forestry and Fire Protection (CALFIRE) for wildland protection services in order to protect the public health and safety from wildfires with supplemental fire resources from CALFIRE such as helicopters, aircraft retardant drops, hand-crews, and unified command for wildland fire incidents.

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

Section 1. The City of Redlands does hereby approve the agreement with the California Department of Forestry and Fire Protection (CALFIRE) dated June 20th, 2023 (Contract #3CA06326) attached hereto as Exhibit A. This agreement provides Wildland Protection during the State fiscal year 2023/2024.

Section 2. The Mayor of the City of Redlands is hereby authorized to sign and execute said agreement on behalf of the City of Redlands.

ADOPTED, SIGNED AND APPROVED this 20th day of June, 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 20th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Jeanne Donaldson, City Clerk

EXHIBIT A

STATE OF CALIFORNIA

COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
LG-W REV 1/2023

AGREEMENT NUMBER	**3CA06326**
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Redlands

2. The term of this Agreement is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: $ 244,353.46
Two Hundred Forty Four Thousand, Three Hundred Fifty Three Dollars, and Forty Six Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017	0	pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1	pages
Exhibit E – Additional Provisions	6	pages

*Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: http://www.dgs.ca.gov/ols

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Redlands

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
PO Box 3005 Redlands, CA 92373-1505

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Matthew Sully, Assistant Deputy Director, Cooperative Fire

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:		Local Agency:	City of Redlands
Name:	Shane Littlefield	Name:	Rich Sessler
Phone:	(909) 881-6900	Phone:	(909) 798-7600
Fax:	(909) 881-6969	Fax:	(909) 798-7602

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Shane Littlefield	Local Agency:	City of Redlands
Section/Unit:	San Bernradino Unit	Section/Unit:	
Attention:	Patrick Aguada	Attention:	Rich Sessler
Address:	3800 N. Sierra Way San Bernardino, CA 92405	Address:	PO Box 3005 Redlands, CA 92373-1505
Phone:	(909) 881-6900	Phone:	(909) 798-7600
Fax:	(909) 881-6969	Fax:	(909) 798-7602

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2023, by and between the State of California, hereinafter called STATE and City of Redlands, County of San Bernardino, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word “Contractor” that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 5985 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

A. STATE shall provide wildland fire protection for the areas defined in the above section.

B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.

C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.

B. STATE response will be subject to availability of resources.

C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.

D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of $36.45 per acre, plus an 12.01% administrative charge for a total of $244,353.46 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.

B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Cancellation

Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. Audit

If the Agreement is over $10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. Operating Plan

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. Extension of Agreement

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. Modification

This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. Indemnification

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

☒ Budget Plan

☒ Topographic Map

☒ Operating Plan

☐ Annual Report

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) **39002**

**THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF Redlands A LOCAL AGENCY
FOR THE 2023/2024 FISCAL YEAR**

AGREEMENT COST CALCULATIONS:

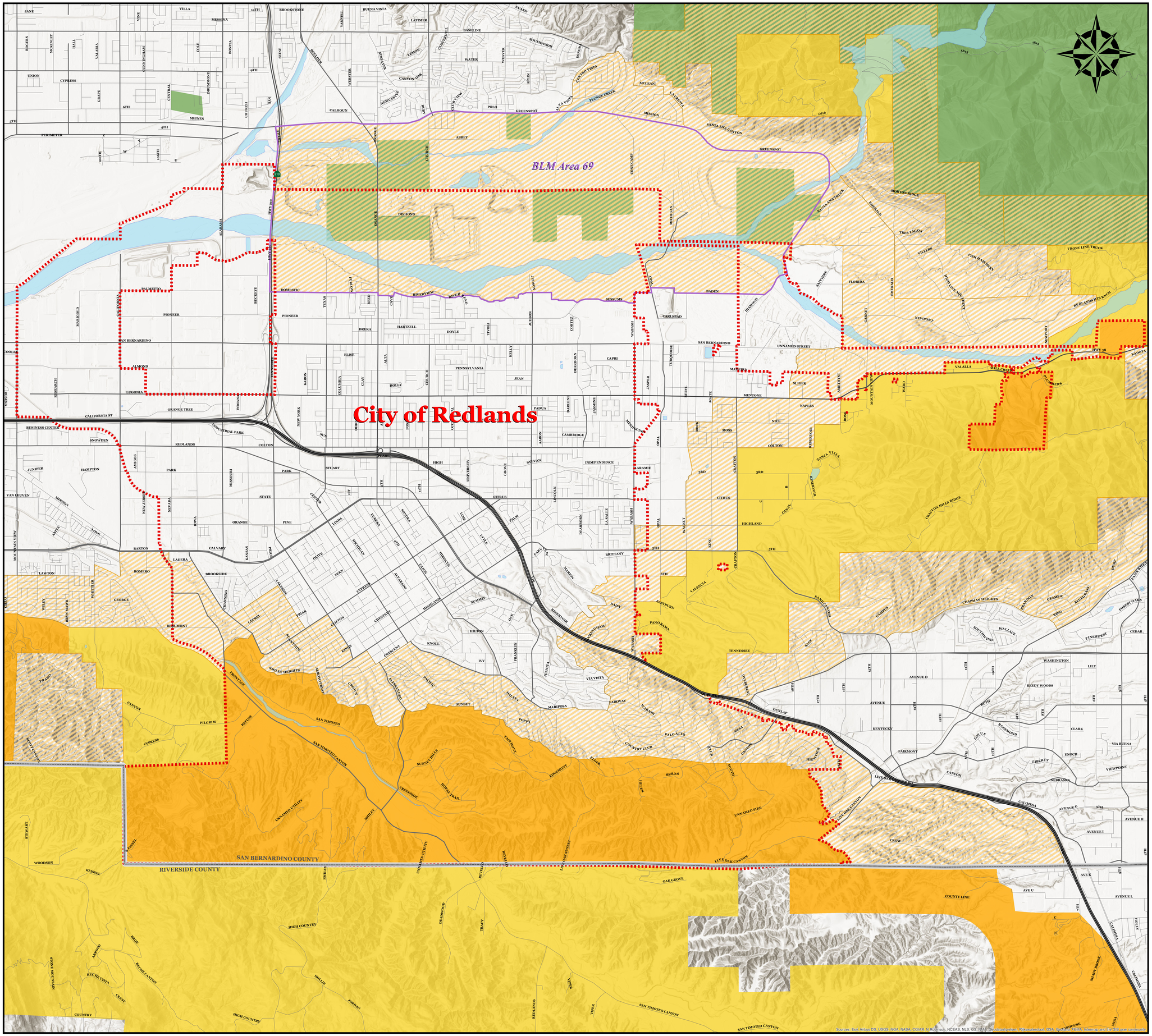
Number of Acres 5985

General Fund Reimbursement	$ 16.33	$ 97,735.05
Unit Budget	$ 20.12	$ 120,418.20
Sub-Total		$ 218,153.25
Admin Rate	12.01%	$ 26,200.21
Total Protection Cost		**$ 244,353.46**

Comments Section:

City of Redlands

Wildland Protection Agreement (WPA)



0 0.5 1 2 Miles

Misc. Symbology

- County Line
- City of Redlands
- Water Features
- BLM Area 69
- CAL FIRE MTZ

Direct Protection Area (DPA)

- State DPA
- Federal DPA
- Local DPA
- CAL FIRE WPA

WPA:
5985 Acres

CONTRACT# 3CA06326 p.9

Elizabeth A. Smith
CAL FIRE San Bernardino Unit
Prepared on: July 1, 2021

DPA Version 21_2, Datum: NAD 83, Map Absolute Ratio: 1:24,436, Print Size: Ansi E

REDLANDS WILDLAND CONTRACT AREA OPERATIONAL PLAN

Between

CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION (CAL FIRE), San Bernardino Unit,

And

REDLANDS FIRE DEPARTMENT

Purpose

The purpose of this operating plan is to increase and/or enhance the fire ground operations within the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Redlands Wildland Contract area including mutual threat zones. This plan would allow responding agencies to pre-designate the Unified Ordering point, VHF Radio Frequencies, establishment of a Unified Command structure for wildland fires in the contract area.

Proposal

1. The proposed plan is to:
    a. Suppress Wildland fires within the contract area and/or mutual threat zone.
2. Area involved;
    a. See attached map, Redlands Wildland Contract area inclusive of mutual threat zones.

Procedures

1. Regardless of which agency Company Officer is on scene of the incident first, the first arriving Company Officer shall;
    a. Assume command,
    b. Establish jurisdiction,
    c. Determine threats with potential,
    d. Provide a report on conditions,
    e. Formulate and effect a plan of action,
    f. Prioritize control objectives,
    g. Life, Property and Natural Resources,
    h. Request additional resources as appropriate,
    i. Establish the Unified Ordering Point.
2. The Unified Ordering Point shall be the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC).
3. Regardless of which agency Chief Officer is on scene of the incident first;

a. The first arriving Chief Officer will transition command from the initial attack incident commander.
b. Announce and assume command.
c. Establish an Incident Command Post.

4. Wildland fires will be managed via Unified Command structure affording all agencies with jurisdictional responsibility to establish a common set of objectives and strategies.
5. Common communications shall be established utilizing the FIRESCOPE Statewide channel plan with the following VHF frequencies.
    a. Command
        i. Common command frequency assigned by the BDCC
    b. Tactical
        ii. Common tactical frequencies assigned by the BDCC
    c. Air to Ground
        iii. Common air to ground frequencies assigned by the BDCC
    d. Note: California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC) will make every effort to assign VHF frequencies utilizing the pre-designated frequency chart below.

VHF FREQUENCIES			
BDU L1	151.4450	159.3900	BDU LOCAL 1
CDF C1	151.3550	159.3000	CDF COMMAND 1
CDF C2	151.2650	159.3300	CDF COMMAND 2
CDF C3	151.3400	159.3450	CDF COMMAND 3
CDF T5	151.2500	151.2500	CDF TAC 5
CDF T8	151.3700	151.3700	CDF TAC 8
CDF A/G	151.2200	151.2200	CDF AIR TO GND NET
VFIRE22	154.2650	154.2650	VFIRE22
VFIRE23	154.2950	154.2950	VFIRE23

6. Wildland fires in jurisdictions outside of the Redlands Wildland Contract area that are deemed an immanent threat to Redlands Wildland Contract area or mutual threat zone:
    a. Immediate notification will be made to BDCC. BDCC will in turn notify Redlands Fire Department via San Bernardino County Communications Center (XBOC).
7. For Wildland fires originating in the Redlands Wildland Contract area or mutual threat zone, Cal Fire will dispatch resources based on the Low, Medium or High dispatch levels, as well as by the closest resource concept. Additional resources may be responded based upon initial reports.

RESPONSE LEVELS			
STATE RESOURCES	HIGH	MEDIUM	LOW
Engines	5	4	2
Dozers	1	1	-
Crews	2	2	-

Helicopter	1	1	-
Air Tanker	2	-	-
Air Attack	1	-	-
Battalion Chief	1	1	1

Repair of Fire Suppression Damage

1. The nature of fire and other emergency activity work invites accidents, injuries, and general confusion. In addition, fire control forces may take actions that are reasonably necessary to control a fire or other emergency but which are damaging to property. Such actions will be considered reasonable and proper if good judgment is used by responsible personnel according to the conditions that exist at the time of the action. CAL FIRE is not obligated or authorized to make actual expenditures or efforts to repair or replace private property.
2. Advise those claimants who insist upon taking formal action to correspond with the Secretary, State Board of Control, P.O. Box 3035, 926 J Street, Suite 300, Sacramento, 5814. The claimant may be supplied by the Board of Control with a copy of form STD 275, entitled, Damage Claims Against the State of California.

Fire Information

1. Joint fire information dissemination as determined and approved by the Unified Incident Commanders.

General Procedures

1. Plan to be reviewed and updated as necessary prior to June 30th.

Administrative listings

1. California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Head Quarters 3800 N. Sierra Way San Bernardino, CA 92406. (909) 881-6900.
2. Redlands Fire Department 35 Cajon St # 12 Redlands, CA 92373-4746 (909) 798-7600

City Council Meeting **H. 8.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8481 authorizing the transfer of unclaimed checks and deposits from their respective funds to the General Fund pursuant to California Government Code Section 50053 (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to adopt Resolution No. 8481 authorizing the transfer of unclaimed checks and deposits from their respective funds to the General Fund pursuant to California Government Code Section 50053.

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8481 authorizing the transfer of unclaimed checks and deposits from their respective funds to the General Fund pursuant to California Government Code Section 50053.

DISCUSSION:

The unclaimed funds procedure was established to provide the proper mechanism to take possession of long-standing unclaimed checks and deposits in accordance with government statutes and to ensure the propriety of the related accounting transactions. Pursuant to Government Code Section 50050-50057, funds that are not the property of the City that remain unclaimed for three years become City property after public notice is made and if not claimed or if no verified complaint is filed and served. After the three-year period, the City Treasurer may cause a notice to be published once a week for two successive weeks in a newspaper of general circulation. The notice will state the amount of money, the fund in which it is held and that it is proposed that the

money will become the property of the City on a designated date not less than 45 days nor more than 60 days after the first publication of the notice. Upon or prior to publication, a party of interest may file a claim with the City Treasurer which must include the claimant's name, address, amount of claim, the grounds on which the claim is founded and any other information required by the City Treasurer. The City Treasurer shall accept or reject that claim. After three years and if no authorized claims have been made, the unclaimed checks and deposits become the property of the City and the City Council may transfer them to the General Fund. The City's unclaimed funds listing ran in the Redlands Daily Facts on Wednesday, May 1, 2022, and Wednesday, May 8, 2022. Attached is the listing of checks and deposits that remain unclaimed. The transfer will increase General Fund miscellaneous income by $187,518.71.

ALTERNATIVES:

Do not transfer the unclaimed funds and hold them in their respective funds.

STRATEGIC PLAN:

Not Applicable

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
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
James Garland, Assistant Finance Director

Fiscal Impact

Fiscal Year:	2022-23
Revenue Generating:	Yes
Appropriation Required Y/N:	No
Amount:	$187,518.71
Budgeted Y/N:	No
Account No.:	101501-4814

Discussion:

The transfer of unclaimed funds will increase the General Fund miscellaneous income by $187,518.71

Attachments

Resolution No. 8481

Exhibit A

Proof of Publication-Uncashed Checks

Proof of Publication-Unclaimed Deposits

RESOLUTION NO. 8481

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE TRANSFER OF UNCLAIMED FUNDS FROM THEIR RESPECTIVE CITY SPECIAL ACCOUNT FUNDS TO THE GENERAL FUND

WHEREAS, California Government Code section 50053 authorizes the City Council of the City of Redlands to approve the transfer of certain unclaimed funds from their respective City special funds to the General Fund; and

WHEREAS, the checks and deposits identified in Exhibit "A" to this Resolution have been outstanding and unclaimed for more than three years; and

WHEREAS, public notice has been made pursuant to Government Code section 50050, and no claims have been received regarding the checks and deposits listed in Exhibit "A" to this Resolution;

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

Section 1. In accordance with California Government Code section 50053, the unclaimed checks and deposits listed in Exhibit "A" in the total amount of one hundred eighty seven thousand five hundred eighteen dollars and seventy one cents ($187,518.71) is hereby authorized to be transferred from their respective funds to the General Fund.

ADOPTED, SIGNED AND APPROVED this 20th day of June, 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 adopted by the City Council at a regular meeting thereof held on the 20th day of June, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit A						
City Fund	Check No.	Payee	Payee Address	Deposit Information	Check/Deposit Date	Amount
GENERAL	159611	ABAI, HELEN	13221 LAKOTA ROAD, APPLE VALLEY, CA 92308	n/a	9/24/2015	8.89
GENERAL	177786	ACEVEDO, ALEX	778 TARGA LANE, BEAUMONT, CA 92223	n/a	6/1/2017	120.00
GENERAL	179263	ADAFIN, ERIN	1405 MAGNOLIA AVENUE, REDLANDS, CA 92373	n/a	7/27/2017	6.77
GENERAL	181547	AGUILAR, JACOB	1305 TOURMALINE AVENUE, MENTONE, CA 92359	n/a	10/5/2017	59.53
GENERAL	154257	ALBREKTSON, JOSH	655 S HOPE STREET #1705, LOS ANGELES, CA 90017	n/a	3/19/2015	178.90
GENERAL	159184	ARREDONDO, MIKE	1328 KIMBERLY AVENUE, REDLANDS, CA 92374	n/a	9/3/2015	20.00
GENERAL	178191	ARROYO, TIMOTHY W OR YOLANDA	1011 TRIBUNE STREET, REDLANDS, CA 92374-3425	n/a	6/22/2017	145.00
GENERAL	175439	ASSAFOU, LATIFA	1544 CRESTVIEW ROAD, REDLANDS, CA 92374	n/a	3/23/2017	165.10
GENERAL	175325	BABCOCK, TERRA	1239 OHIO STREET, REDLANDS, CA 92374	n/a	3/16/2017	2.91
GENERAL	153649	BACA, RICHARD	1409 ORANGE STREET, REDLANDS, CA 92374	n/a	2/26/2015	120.87
GENERAL	154508	BACA, RICHARD	1409 ORANGE STREET, REDLANDS, CA 92374	n/a	3/26/2015	120.87
GENERAL	159632	BAKER, PALMYRA J	950 BERKLEY DRIVE, REDLANDS, CA 92373	n/a	9/24/2015	10.81
GENERAL	154725	BARRY JOHNSON EQUIPMENT	9172 WICKIUP WAY, APPLE VALLEY, CA 92308	n/a	4/2/2015	173.01
GENERAL	180380	BATES, ANSLEY	800 31ST STREET APT #734, TUSCALOOSA, AL 35401	n/a	8/31/2017	50.00
GENERAL	178471	BERKO, ZOLTAN	106 W PENNSYLVANIA AVENUE #1703, REDLANDS, CA 92374	n/a	6/29/2017	165.07
GENERAL	152620	BUENROSTRO, GERARDO	7232 KENSINGTON COURT, HIGHLAND, CA 92346	n/a	1/22/2015	1.08
GENERAL	167040	BURCH, KAREN L	136 CHANNING STREET, REDLANDS, CA 92373	n/a	6/2/2016	38.74
GENERAL	160654	BURKHOLDER, MARK	126 E FERN AVENUE, REDLANDS, CA 92373	n/a	10/29/2015	104.84
GENERAL	153677	CALIFORNIA ASSOCIATION OF HOST NEGOTIATORS	P O BOX 7639, COTATI, CA 94931	n/a	2/26/2015	25.00
GENERAL	169236	CALIFORNIA TOOL WELDING SUPPLY	201 N MAIN STREET, RIVERSIDE, CA 92501	n/a	8/18/2016	25.60
GENERAL	167742	CAMPA, ANTOINETTE	209 CRAIG COURT #C, REDLANDS, CA 92374	n/a	6/30/2016	36.21
GENERAL	176916	CARBAJAL, JESUS	1142 TEXAS STREET, REDLANDS, CA 92374	n/a	5/4/2017	20.88
GENERAL	155427	CENTENO, RINA	417 E COLTON AVENUE, REDLANDS, CA 92374	n/a	4/30/2015	48.97
GENERAL	167753	CLARIAN HARRIGAN HOMES LLC	P O BOX 7722 REDLANDS, CA 92375	n/a	6/30/2016	14.03
GENERAL	168507	CLARIAN HARRIGAN HOMES LLC	P O BOX 7722, REDLANDS, CA 92375	n/a	7/28/2016	552.80
GENERAL	52925	CLARK, AUSTEN	22016 OCOTILLO WAY, APPLE VALLEY, CA 92308	n/a	7/6/2016	132.17
GENERAL	155231	CLARY, JACLYN	77470 WYOMING AVENUE, PALM DESERT, CA 92211	n/a	4/23/2015	5.86
GENERAL	169007	COMMUNITY OPTIONS	2601 N DEL ROSA AVENUE, SUITE 114, SAN BERNARDINO, CA 92404	n/a	8/11/2016	200.00
GENERAL	155438	CORONA, TERESA	1082 E BENEDICT ROAD, SAN BERNARDINO, CA 92408	n/a	4/30/2015	66.27
GENERAL	157942	COVEY, KELLY	10069 OAK GROVE DRIVE, ALTA LOMA, CA 91737	n/a	7/23/2015	266.36
GENERAL	162521	DALLIN LLC	5440 TRABUCO ROAD, SUITE H200, IRVINE, CA 92620	n/a	12/28/2015	126.11
GENERAL	167773	DEROULAHAC, CHRISTINA	126 E FERN AVENUE, REDLANDS, CA 92373	n/a	6/30/2016	37.74
GENERAL	181753	DUNSON, TAMMY	7430 DUNKIRK AVENUE, HIGHLAND, CA 92346	n/a	10/12/2017	13.47
GENERAL	179135	EARLS, WADE	950 CAMPUS AVENUE, REDLANDS, CA 92374	n/a	7/20/2017	142.07
GENERAL	181072	ELITE CAR STEREO	1647 W REDLANDS BLVD STE E, REDLANDS, CA 92373	n/a	9/21/2017	368.00
GENERAL	162530	EMERICH, STEPHEN	815 S GROVE STREET, REDLANDS, CA 92374	n/a	12/28/2015	56.22
GENERAL	152638	FARAHANI, REZA	2 ENTERPRISE #8204, ALISO VIEJO, CA 92656	n/a	1/22/2015	4.03
GENERAL	176372	FEA, STEPHEN	31781 AGUACATE ROAD, SAN JUAN CAPISTRANO, CA 92675	n/a	4/20/2017	177.77
GENERAL	180098	FIRST CALIFORNIA BANK	PO BOX 5313, WESTLAKE VILLAGE, CA 91359	n/a	8/17/2017	114.47
GENERAL	172651	FRANEY, ADAM	410 SONORA CIRCLE, REDLANDS, CA 92373	n/a	12/8/2016	124.90
GENERAL	183125	GALAXY MEDICAL BUILDERS INC	P O BOX 774, LA QUINTA, CA 92247	n/a	11/30/2017	795.48
GENERAL	176036	GALLAGHER, ASHELY	809 OXFORD DRIVE, REDLANDS, CA 92374	n/a	4/6/2017	121.09
GENERAL	176038	GATES, ROBERT W	1625 SHEFFIELD LANE, REDLANDS, CA 92374	n/a	4/6/2017	171.46
GENERAL	164841	GONZALES, JOSEPH	1731 TORINO STREET, REDLANDS, CA 92374	n/a	3/24/2016	36.42
GENERAL	166355	GONZALEZ, YOLAN REFUND 2045 SA	2045 SALERNO AVENUE, MENTONE, CA 92359	n/a	5/12/2016	13.23
GENERAL	179691	GOORHUIS, JONATHAN	11357 BOONE WAY, LOMA LINDA, CA 92354-3885	n/a	8/3/2017	145.00
GENERAL	158936	GRANADOS, PATRICIA	1142 TEXAS STREET, REDLANDS, CA 92374	n/a	8/27/2015	2.31
GENERAL	49047	HALL, DAKOTA L	6725 BLEWETT AVENUE, VAN NUYS, CA 91406	n/a	1/28/2015	49.52
GENERAL	155495	HALL, DONNIE	28543 CANTEBURY WAY, HIGHLAND, CA 92346	n/a	4/30/2015	53.91
GENERAL	165877	HARP, RICHARD	1550 BELLEVUE ROAD, REDLANDS, CA 92373	n/a	4/28/2016	16.87

Exhibit A						
City Fund	Check No.	Payee	Payee Address	Deposit Information	Check/Deposit Date	Amount
GENERAL	157428	HEIGHES, JACOB	351 NOTTINGHAM DRIVE, REDLANDS, CA 92373	n/a	7/2/2015	53.43
GENERAL	180284	HERNANDEZ, MONICA	9 GRANT STREET #C, REDLANDS, CA 92373	n/a	8/24/2017	2.08
GENERAL	154774	HERNANDEZ, SANDRA	60 ORANGEWOOD COURT, REDLANDS, CA 92373	n/a	4/2/2015	91.86
GENERAL	157791	HILLWOOD CONSTRUCTION SERVICES	901 VIA PIEMONTE, SUITE 175, ONTARIO, CA 91764	n/a	7/16/2015	757.83
GENERAL	178600	HOLIDAY AL MANAGEMENT SUB LLC	5885 MEADOWS ROAD, SUITE 500, LAKE OSWEGO, OR 97035	n/a	6/29/2017	4,395.00
GENERAL	173631	HONG HANH THI TRUONG	5020 INDIAN RIVER #426, LAS VEGAS, NV 89103	n/a	1/12/2017	282.72
GENERAL	152668	HURLBERT, ANDREA	31016 QUARRY STREET, MENTONE, CA 92359	n/a	1/22/2015	13.65
GENERAL	172118	ISLAMIC COMMUNITY CENTER OF REDLANDS	154 TAMARISK STREET, REDLANDS, CA 92373	n/a	11/17/2016	100.00
GENERAL	169878	JAGT, LOREN J	2196 MADEIRA AVENUE, MENTONE, CA 92359	n/a	9/1/2016	27.57
GENERAL	160406	JOANIS, AMY	26624 9TH STREET, APT 228, HIGHLAND, CA 92346	n/a	10/15/2015	9.38
GENERAL	178296	JUST, MARY L	137 WALNUT AVENUE, REDLANDS, CA 92373	n/a	6/22/2017	60.00
GENERAL	180298	JUST, MARY L	137 WALNUT AVENUE, REDLANDS, CA 92373	n/a	8/24/2017	60.00
GENERAL	182209	KENNY, SEAN	2722 BOX CANYON RD SE, HUNTSVILLE, AL 35803	n/a	10/26/2017	100.00
GENERAL	171160	KOHORST, LINDSEY	1111 OHIO STREET, REDLANDS, CA 92374	n/a	10/20/2016	2.37
GENERAL	174406	KOZIOL, NATASHA	39 N BUENA VISTA ST, REDLANDS, CA 92373	n/a	2/9/2017	66.22
GENERAL	163799	KRENZ, SUSAN	5001 W FLORIDA AVENUE #663, HEMET, CA 92545	n/a	2/18/2016	97.59
GENERAL	157637	KRUG, SUSAN	P O BOX 338, CALIMESA, CA 92320	n/a	7/9/2015	67.78
GENERAL	53707	LAGANG, DIANA M	9600 FOREST LANE APT 141, DALLAS, TX 75243	n/a	10/3/2016	341.28
GENERAL	175365	LAGOS, PERLA	309 W LUGONIA AVENUE, REDLANDS, CA 92374	n/a	3/16/2017	20.00
GENERAL	162593	LAI, FANG	1587 ROSE STREET, REDLANDS, CA 92374	n/a	12/28/2015	269.25
GENERAL	174544	LEDESMA, KIMBERLY	417 BROOKSIDE AVENUE, APT B, REDLANDS, CA 92373	n/a	2/16/2017	10.00
GENERAL	177162	LEEHASUWAN, MAYUREE	6950 VINE STREET, HIGHLAND, CA 92346	n/a	5/11/2017	13.71
GENERAL	153538	LMNK LLC	610 NEWPORT CENTER DRIVE, SUITE 800, NEWPORT BEACH, CA 92660	n/a	2/19/2015	121.49
GENERAL	155827	MACKULIN, MARYANN	4400 MILL CREEK ROAD, MENTONE, CA 92359	n/a	5/7/2015	24.80
GENERAL	175079	MARDIS, EMERALD	295 JUNIPER AVENUE, CARLSBAD, CA 92008	n/a	3/2/2017	165.80
GENERAL	169897	MC CONNELL, C E	820 S SAN MATEO STREET, REDLANDS, CA 92373	n/a	9/1/2016	187.10
GENERAL	159824	MENDOZA, THEODORE	33600 CALIMESA BLVD, YUCAIPA, CA 92399	n/a	9/24/2015	200.76
GENERAL	174251	MOBIL REDLANDS	1325 BROOSIDE AVE, REDLANDS, CA 92373	n/a	2/2/2017	690.93
GENERAL	159829	MOLINA, CARLOS	822 POST STREET, REDLANDS, CA 92374	n/a	9/24/2015	36.24
GENERAL	159030	MORENO, CONSUELO	1950 HARDT STREET, LOMA LINDA, CA 92354	n/a	8/27/2015	7.35
GENERAL	167116	MYERS, LINDSEY	420 SONORA CIRCLE, REDLANDS, CA 92373	n/a	6/2/2016	144.33
GENERAL	162330	NATIONSTAR MORTGAGE	6504 INTERNATIONAL PARKWAY #1500, PLANO, TX 75093	n/a	12/17/2015	202.09
GENERAL	181121	O'CONNER, SARAH	909 RENEE STREET, REDLANDS, CA 92374	n/a	9/21/2017	111.60
GENERAL	155840	PAIZ, RICARDO	2085 FURLOW DRIVE, REDLANDS, CA 92374	n/a	5/7/2015	18.93
GENERAL	168902	PANIAGUA, MONICA	408 NOTTINGHAM DRIVE, REDLANDS, CA 92373	n/a	8/4/2016	72.36
GENERAL	170825	PEREZ, CASSANDRA	823 CARLOTTA COURT, REDLANDS, CA 92374	n/a	10/6/2016	1.23
GENERAL	170550	PERPULY, FRANCISCO	236 W ORANGE SHOW ROAD #108, SAN BERNARDINO, CA 92408	n/a	9/29/2016	232.20
GENERAL	162060	PHOENIX HOPE INTERNATIONAL	1540 MARION ROAD, REDLANDS, CA 92374	n/a	12/10/2015	300.00
GENERAL	172911	PHOENIX HOPE INTERNATIONAL	1540 MARION ROAD, REDLANDS, CA 92374	n/a	12/15/2016	300.00
GENERAL	158017	POTTER, RYAN	1637 COUNTRY CLUB DRIVE, REDLANDS, CA 92373	n/a	7/23/2015	5.74
GENERAL	154358	PRICE, KELLY	1344 PLUMWOOD LANE, MENTONE, CA 92359	n/a	3/19/2015	85.84
GENERAL	175387	RAMOS, OLIVER	4629 MAYFLOWER LANE, LAS VEGAS, NV 89107	n/a	3/16/2017	163.00
GENERAL	172539	RAPID DATA	434 CAJON STREET SUITE 101, REDLANDS, CA 92373	n/a	12/1/2016	33.42
GENERAL	156846	REDLANDS APOSTOLIC CHURCH	P O BOX 12032, SAN BERNARDINO, CA 92423	n/a	6/11/2015	200.00
GENERAL	177023	REDLANDS FIDOS & FRIENDS (R.U.F.F)	PO BOX 1440, REDLANDS, CA 92373	n/a	5/4/2017	200.00
GENERAL	154989	REDLANDS SHELL #68593	1195 WEST REDLANDS BLVD, REDLANDS, CA 92373	n/a	4/8/2015	139.47
GENERAL	170133	RENTZ, JAY	731 LA SOLANA DRIVE, REDLANDS, CA 92373	n/a	9/8/2016	49.00
GENERAL	168248	ROBERTS, RICHARD	636 CYPRESS CIRCLE, REDLANDS, CA 92373	n/a	7/14/2016	200.00
GENERAL	55651	ROBINSON, ANDREA R	28647 NEWCASTLE ROAD, HIGHLAND, CA 92346	n/a	3/22/2017	94.46
GENERAL	160456	ROMWOD	31961 TEAL COURT, YUCAIPA, CA 92399	n/a	10/15/2015	179.00

Exhibit A						
City Fund	**Check No.**	**Payee**	**Payee Address**	**Deposit Information**	**Check/Deposit Date**	**Amount**
GENERAL	156218	ROTONDO, JOHN	609 S CENTER STREET, REDLANDS, CA 92373	n/a	5/21/2015	142.19
GENERAL	155338	RUBALCA, ELEAZAR	7276 CATALPA AVENUE, HIGHLAND, CA 92346	n/a	4/23/2015	14.83
GENERAL	167962	RUIZ, GIOVANNI	1431 WORLAND STREET, BEAUMONT, CA 92223	n/a	6/30/2016	192.43
GENERAL	172717	SADLER, JAMES	7717 CHURCH AVENUE #89, HIGHLAND, CA 92346	n/a	12/8/2016	27.92
GENERAL	163374	SAMUEL, GOLAN	2032 RIDGE VIEW COURT, REDLANDS, CA 92373	n/a	1/28/2016	78.55
GENERAL	158036	SCHOENDIENST, PETER	449 S CENTER STREET, REDLANDS, CA 92373	n/a	7/23/2015	167.00
GENERAL	163377	SCHUERMANN, HERMANN	1575 RIDGE STREET, REDLANDS, CA 92373	n/a	1/28/2016	419.08
GENERAL	180164	SCOTT, AMANDA	1713 SHIRLEY LANE, REDLANDS, CA 92374	n/a	8/17/2017	124.13
GENERAL	156852	SEIBERT, TRACY	960 CREEK VIEW LANE, REDLANDS, CA 92373	n/a	6/11/2015	176.67
GENERAL	177198	SHADOAN, CAYETANA	25550 E PUMELO STREET #2, SAN BERNARDINO, CA 92405	n/a	5/11/2017	77.57
GENERAL	157676	SHUMWAY, BETH L C/O RODNEY L SHUMWAY	1025 WALNUT AVENUE, REDLANDS, CA 92373	n/a	7/9/2015	132.48
GENERAL	169341	SMAC III CTB LLC	225 E BROADWAY #311, GLENDALE, CA 91205	n/a	8/18/2016	210.48
GENERAL	153225	SMITH, COBY	455 AKINDALE WAY, BEAUMONT, CA 92223	n/a	2/5/2015	87.63
GENERAL	172731	SOMMER, KENT	1434 LAWFORD STREET, GLENDORA, CA 91741	n/a	12/8/2016	43.45
GENERAL	179230	TARGET COMMUNITY SCHOOLS INC.	710 CHURCH STREET, REDLANDS, CA 92374	n/a	7/20/2017	290.70
GENERAL	165228	TARGET CORPORATION	27320 W LUGONIA AVENUE, REDLANDS, CA 92374	n/a	3/31/2016	104.00
GENERAL	171772	TAUBER, JACOB E	9033 WILSHIRE BLVD, SUITE 401, BEVERLY HILLS, CA 90211	n/a	11/3/2016	350.00
GENERAL	163869	THOMPSON, CHERYL	6892 PHOENIX COURT, HESPERIA, CA 92345	n/a	2/18/2016	2.27
GENERAL	160481	THOMPSON, CYNTHIA	1245 N GROVE UNIT L, REDLANDS, CA 92374	n/a	10/15/2015	29.50
GENERAL	155359	TREELINE PROPERTIES LLC	4166 NAGLE AVENUE, SHERMAN OAKS, CA 91423	n/a	4/23/2015	87.70
GENERAL	153255	WEI, HUA	211 GEORGIA STREET, REDLANDS, CA 92374	n/a	2/5/2015	20.23
GENERAL	180851	WELLS FARGO BANK #99034	220 E STATE STREET, REDLANDS, CA 92373	n/a	9/7/2017	5.75
GENERAL	162699	WHITAKER, DON	604 1/2 ACACIA AVENUE, CORONA DEL MAR, CA 92625	n/a	12/28/2015	91.62
GENERAL	160497	ZAKRZEWSKI, BRITTANY	1390 TOURMALINE AVENUE, MENTONE, CA 92359	n/a	10/15/2015	118.41
GENERAL	n/a	12382 RDLDS, LLC	434 N. 2ND ST, UPLAND, CA 91786	1651 CALLE SOLEJAR, 1631, 1621, 1622, 1652, GP13-0046	9/11/2014	3,000.00
GENERAL	n/a	1-STEP UP ELECTRIC	1205 N DEARBORN ST	1205 N DEARBORN ST, B15-13568	8/27/2015	500.00
GENERAL	n/a	ARTURI, ANDREW	13090 SILVERLEAF COURT, REDLANDS	13090 SILVERLEAF COURT, B16-15373	8/24/2016	500.00
GENERAL	n/a	AYALA, GILBERT	1200 W BASTANCHURY PL, FULLERTON, CA 92833	DUPLEX: 1410 1ST FL, 1490 2ND FL, 840 GARAGE, 1228 ALTA ST, B14-12202	1/7/2015	500.00
GENERAL	n/a	BECKEL, KIMBERLY	1153 ALTA ST	B17-00036, 1153 ALTA ST	6/12/2017	500.00
GENERAL	n/a	BOWER, CHRIS	240 NORDINA	240 NORDINA, B15-13900	2/17/2016	500.00
GENERAL	n/a	BROUNSTEIN, SIDNEY	1403 BLOSSOM AVE	1403 BLOSSOM AVE, B13-09473	10/8/2013	500.00
GENERAL	n/a	BURKE, JOHN	3655 EL CAMINO DR, SAN BERNARDINO 92404	13150 SILVERLEAF, GP15-0098	5/21/2015	500.00
GENERAL	n/a	BURROLA CONSTRUCTION	PO BOX 7219, REDLANDS, CA	B15-13189, 1571 ELIZABETH STREET	5/10/2016	500.00
GENERAL	n/a	BUTLER, DUANE	31683 PEPPER TREE ST.	301 CAJON ST, B14-12275	8/6/2015	500.00
GENERAL	n/a	C & D BUILDERS	2307 OAK CREST DRIVE, RIVERSIDE CA 92506	924 COLUMBIA, B17-00689	11/9/2017	500.00
GENERAL	n/a	C+L CONSTRUCTION INC	6850 VAN NUYS BLVD, STE 316 91405	816 SHERWOOD ST, B17-00370	4/18/2017	500.00
GENERAL	n/a	CASEY CO	PO BOX 7162, REDLANDS 92375	133 GRANT STREET, B16-17207	2/6/2017	500.00
GENERAL	n/a	CASTRO, ENRIQUE	1415 GARDEN STREET	1415 GARDEN ST, B16-15634	7/14/2016	500.00
GENERAL	n/a	CHATIGNY, ANDREW	1308 CLOCK AVENUE, REDLANDS CA. 92374	1304 COLLEGE AVE	11/3/2008	500.00
GENERAL	n/a	CHAUHAUN, DR. H.	3869 VALENCIA AVE., SAN BERNARDINO, CA.	1748 E. LUGONIA AVE, CUP 954 R1 B15-14558	1/7/2016	1,000.00
GENERAL	n/a	CHENG, CHUJAN	1048 CEDAR	1015 CEDAR, B15-14965	2/3/2016	500.00
GENERAL	n/a	CHENG, CHUJAN	1036 CHESTNUT AVE, REDLANDS	117 NORWOOD ST, B16-15086	9/29/2016	500.00
GENERAL	n/a	CHRISMEN, CASSANDRA	30300 LIVE OAK CYN RD	B15-14913, 30300 LIVE OAK CYN RD	4/25/2016	500.00
GENERAL	n/a	CIK POWER	240 W GROVE, ORANGE 92608	9545 N WABASH, B15-14071 CUP 1041 - SMALL CELL	2/9/2016	1,000.00
GENERAL	n/a	CLIFTON, NEIL AND KIM	1445 PACIFIC ST.	1445 PACIFIC, GP14-0061	5/12/2014	500.00
GENERAL	n/a	COBB, VALARIE A.	1310 ELIZABETH ST, REDLANDS	1310 ELIZABETH ST, B17-00597	6/8/2017	500.00
GENERAL	n/a	COBRAE DEVELOPMENT	1617 HALSEY STREET	1617 HALSEY ST, GP13-0023 / B13-08934	4/9/2013	500.00
GENERAL	n/a	COOPER, JAMES	33909 ENOCH AVE, YUCAIPA CA 92399	1165 W PARK AVE, B17-01935	12/6/2017	1,000.00
GENERAL	n/a	CORE STATES CONSTRUCTION SERVICES	4191 PLEASANT HILL ROAD, DULUTH, GA 30096	1330 INDUSTRIAL PARK AVE, B14-12302	2/4/2015	500.00
GENERAL	n/a	COTA, RICARDO	16397 MISTY HILL DR, CHINO HILLS 91709	1125 PINE ST, B17-01380	10/12/2017	500.00

Exhibit A						
City Fund	**Check No.**	**Payee**	**Payee Address**	**Deposit Information**	**Check/Deposit Date**	**Amount**
GENERAL	n/a	CRUZ, CHIYOKO	1152 ALTA STREET, REDLANDS, CA 92374	1158 ALTA ST, REDLANDS. B13-08572	3/5/2013	500.00
GENERAL	n/a	DARBY, JIM	1554 BARTON ROAD SUITE 195	B16-16151, 1610 MARGARITA	10/14/2016	500.00
GENERAL	n/a	DEREK CHU DDS INC	95 TENNESSEE ST APT D	85 TERRACINA BLVD, B17-00636	11/21/2017	500.00
GENERAL	n/a	DIVERSIFIED COMMUNICATIONS SERVICE, INC	1260 PIONEER STREET, BREA CA 92871	B16-16089, 33280 VAIALLA LANE CUP 1040 - SMALL CELL	10/5/2016	1,000.00
GENERAL	n/a	DOLINSKY REVOCABLE LIVING TRUST	1550 FOOTHILL WAY	1550 FOOTHILL WAY, B17-00745	5/18/2017	500.00
GENERAL	n/a	DUNN, BROKLEY	5242 CORNELL AVE WESTMINISTER	207 BEAUMONT CT, B17-00401	12/4/2017	500.00
GENERAL	n/a	EAST VALLEY PARTNERS	25201 PASEO DEL ALICIA, LAGUNA HILLS, CA. 92653	TRACT NO. 13151	12/5/1986	20,415.00
GENERAL	n/a	ELLOWAY-SONG, TAMARAH	363 SUMMIT AVE, REDLANDS, CA 92373	363 SUMMIT AVE, B13-09915	10/21/2013	500.00
GENERAL	n/a	FDC FINANCIAL CORP	1947 N E ST, SAN BERNARDINO, CA 92405	108 E CRESCENT AVE, B13-09741	11/1/2013	500.00
GENERAL	n/a	FOSTER, RYAN	514 SAN JACINTO, REDLANDS, CA 92373	1417 S CENTER ST, B15-13724	7/9/2015	500.00
GENERAL	n/a	FOX, CURTIS A.	PO BOX 1751, LOMA LINDA, CA	1608 VALLE DEL SOL AVE, B15-13235	8/5/2015	500.00
GENERAL	n/a	GH REDLANDS, LLC.	12891 CARTWRIGHT ROAD, IRVINE CA. 92614	TRACT 16586 / WABASH AVE. & RESERVOIR RD.	7/26/2007	3,000.00
GENERAL	n/a	GRANT, MIKE	1348 PROSPECT	1348 PROSPECT, B15-15050	1/26/2016	500.00
GENERAL	n/a	GRIFFIN, BRIAN AND SHARALYN	933 FULBRIGHT AVE	933 FULBRIGHT AVE, B16-16535	3/31/2017	500.00
GENERAL	n/a	GUTIERREZ, JORGE	3313 EDLOFT AVE, LOS ANGELES, CA 90032-2015	B13-10294, 208 W. SUN AVE.	3/7/2014	500.00
GENERAL	n/a	HAN, DAVID & JEN	34273 FOREST OAK DR, YUCAIPA, CA 92399	1230 MAGNOLIA, B14-12293	1/6/2015	500.00
GENERAL	n/a	HANGAR 24 CRAFT BREWERY, LLC	1710 SESSUMS DR, REDLANDS, CA 92374	1710 SESSUMS DRIVE, B1207235, CUP 908 R1	5/2/2012	1,000.00
GENERAL	n/a	HANGAR 24 CRAFT BREWERY, LLC	1710 SESSUMS DRIVE	1710 SESSUMS DRIVE, B1207711	8/22/2012	1,000.00
GENERAL	n/a	HANSEN, CHRIS	NO ADDRESS ON CARD	1601 BARTON RD, UNIT 38, B15-14492	11/17/2015	1,000.00
GENERAL	n/a	HAWS, KARL & JULIA	12931 CLUB DR	327 GRANT, B16-15082	2/24/2016	500.00
GENERAL	n/a	HENRY C MINKLER JR CONTRUCTION	3761 BRISCOE STREET, RIVERSIDE, CA 92506	B15-13436, 1018 CIMARRON COURT	6/1/2015	500.00
GENERAL	n/a	HICKS, PATRICIA	535 W STATE STREET	1516 CAMEO DRIVE, B15-13236	5/11/2015	500.00
GENERAL	n/a	HORIZON 2010 ENTERPRISE	27195 NONA AVE, HIGHLAND, CA 92346	1140 TEXAS ST, B15-13098	10/2/2015	1,000.00
GENERAL	n/a	HUNT, RICK AND MARGIE	1539 CLAY ST, REDLANDS, CA 92374	1539 CLAY ST, B14-11228	1/12/2015	500.00
GENERAL	n/a	IRONLIFE INC.	1375 W. RIALTO AVE, SB, CA 92410	B17-01497, 819 E HIGH AVENUE	9/28/2017	500.00
GENERAL	n/a	JLS ENTERPRISES	PO BOX 1290 AGOURA HILLS CA 91376	2065 ORANGE TREET LANE,B17-01643 CUP 1067	12/11/2017	1,000.00
GENERAL	n/a	JONES III, WALTER	33423 YUCAIPA BLVD, STE D, YUCAIPA CA 92399	2000 VINTON WAY, G15-0088	8/19/2015	500.00
GENERAL	n/a	KELDGORD, THOMAS E	38385 DIVOT DR, BEAUMONT CA 92223	B16-16343, 902 W STATE	11/29/2016	500.00
GENERAL	n/a	KHOURY, ELIE	1400 BLOSSOM AVE, REDLANDS, CA	B16-15129, 1400 BLOSSOM AVENUE	4/18/2016	500.00
GENERAL	n/a	KIVIKOSKI, K.	919 RILEY WAY, REDLANDS, 92374	919 RILEY WAY, B15-13265	5/29/2015	500.00
GENERAL	n/a	KNUDSEN, BOB	827 CLIFTON AVENUE, REDLANDS, CA. 92373	1751 CAMELOT DRIVE, B13-10222	1/9/2014	500.00
GENERAL	n/a	KVH ENTERPRISES/ KURT VON HATTEN	165 E 24TH ST, UPLAND CA 917661	219 CAJON ST, B16-16923	3/28/2017	500.00
GENERAL	n/a	LEUNGSIKUL, SOMSAKDI (SAM)	1107 WASHINGTON	1107 WASHINGTON, B15-13662	1/21/2016	500.00
GENERAL	n/a	LINARDOS ENTERPRISES, INC.	4194 CROWN RANCH ROAD	B16-17104, 1205 W. COLTON AVE	7/12/2017	1,000.00
GENERAL	n/a	LUV 2 DEZIN, LLC	PO BOX 2006, REDLANDS, CA 92373	429 W SUNSET DR, B15-13087	4/22/2015	500.00
GENERAL	n/a	MARQUEZ, MANUEL	9190 SIERRA AVE STE 206, FONTANA CA	1128 TEXAS ST, B17-01884	11/8/2017	500.00
GENERAL	n/a	MATT'S EXPRESS CAR WASH	546 E. MARIPOSA DR, REDLANDS, CA 92373	APN 016901132, GP14-0075	2/18/2015	1,000.00
GENERAL	n/a	MATT'S EXPRESS CAR WASH	546 E. MARIPOSA DR, REDLANDS, CA 92373	B16-17252, 546 E. MARIPOSA DR.	7/18/2017	500.00
GENERAL	n/a	MCBRIDE, BRYAN	1564 ELYZABETH CT, REDLANDS CA 92373	B16-16272, 318 BRIGETTE COURT	9/6/2016	500.00
GENERAL	n/a	MENTONE BEACH RV & BOAT STORAGE	PO BOX 293 MENTONE, CA 92359	1155 JASPER AVE, B17-00367	11/6/2017	260.65
GENERAL	n/a	MORAN, SOLORRO	890 CARLOTTA CT, REDLANDS	890 CARLOTTA CT, B16-17136	2/16/2017	500.00
GENERAL	n/a	MORENO, MICHAEL (DBA MJ MORENO CONSTRUCTION)	245 E CLEVELAND AVE, MONTABELLO, CA 90640-4821	12929 SOUTH LN, B14-12036	1/8/2015	500.00
GENERAL	n/a	MORENO, RODNEY	14340 ELSWORTH STREET	B16-16358, 419 MARILYN LANE	9/12/2016	500.00
GENERAL	n/a	MOUNTAIN VIEW ACRES INC.	275 NORTHGATE ST. REDLANDS CA. 92371	TM 18699/ CUP 683 STE NEC OF 5TH AVE & WABASH	4/7/2009	3,500.00
GENERAL	n/a	MUDGE, MARK	1043 MENDOCINO WAY	1043 MENDOCINO WAY, B16-16087	7/18/2016	500.00
GENERAL	n/a	OLIVE & CITRUS INC.	30845 PALO ALTO DR.	255 E OLIVE AVE, B14-11582, CRA 882	8/18/2015	1,000.00
GENERAL	n/a	OLMOS, RANDALL L.	612 FAIRWAY	612 FAIRWAY	12/31/2007	500.00
GENERAL	n/a	ORTEGA, HERMAN G.	618 GREENWOOD CT	618 GREENWOOD CT, B15-13844	8/17/2015	500.00
GENERAL	n/a	OSBORNE, PAUL JR	800 LAKE HILL DR, BOULDER CITY NV 89005	600 IOWA STREET, B17-01346	8/24/2017	1,000.00
GENERAL	n/a	PEWROD, NANCY AND GARY	501 ELDER WAY	GP16-0014, 501 ELDER WAY	9/29/2016	500.00

Exhibit A						
City Fund	**Check No.**	**Payee**	**Payee Address**	**Deposit Information**	**Check/Deposit Date**	**Amount**
GENERAL	n/a	PHILIP WAGNER CONSTRUCTION	2170 WHISTLER WAY, RIVERSIDE, CA 92506	127 JENNIFER ST, B15-13490	8/3/2015	500.00
GENERAL	n/a	PHILLIPS, BOBBY	344 S EUREKA	B16-16323, 344 S EUREKA	10/18/2016	500.00
GENERAL	n/a	PINYO, JAN & ANNA HSIEH	1550 LYNNE CT, REDLANDS, CA 92373	1437 STERLING RD, B14-12347	2/11/2015	500.00
GENERAL	n/a	PROGRESSIVE FUELING CONSTRUCTION	936 NOCTA ST, ONTARIO, CA 91764	1075 PARKFORD DRIVE, B13-10358	9/10/2014	1,000.00
GENERAL	n/a	QUANTUM STRUCTURES	P.O. BOX 2792, LAKE ARROWHEAD, CA. 92352	TRACT 17693 NEC ORANGE AVE / ALABAMA STREET	5/27/2008	68,583.00
GENERAL	n/a	QUANTUM STRUCTURES	P.O. BOX 2792, LAKE ARROWHEAD, CA. 92352	TRACT 17693 NEC ORANGE AVE.	5/27/2008	4,800.00
GENERAL	n/a	R SUPER GENERAL CONTTRACTOR	PO BOX 7236	857 W CRESCENE AVE, B16-15769	2/1/2017	500.00
GENERAL	n/a	REALICORE CREATING ACCT	34838 YUCAIPA BLVD	B16-16806, 640 HARDING DR	11/29/2016	500.00
GENERAL	n/a	REALICORE OPERATING ACCT	34838 YUCAIPA BLVD	640 HARDING DR, B17-01829	10/12/2017	500.00
GENERAL	n/a	REDLANDS EQUITX INVESTORS LLC	3415 S. SEPULVEDA BLVD, STE 400 LOS ANGELES 90034	811 TRI CITY CENTER, B16-15837	7/6/2016	1,000.00
GENERAL	n/a	REDLANDS PIONEER LLC	10621 CIVIC CENTER DR	GP15-0100	10/4/2016	3,000.00
GENERAL	n/a	RK CONSTRUCTION	827 CLIFTON AVENUE, REDLANDS, CA. 92373	640 FAIRWAY DRIVE, B12-01270	10/12/2017	500.00
GENERAL	n/a	RM DALTON	1400 BRISTOL STREET N, SUITE 17, NEWPORT BEACH	GP15-0104, 1202 W. PARK AVE CRA 879	8/11/2016	1,000.00
GENERAL	n/a	RODRIGUEZ, LUIS	315 W. IDAHO STREET, KALISPELL, MT 59901	B15-13017, 710 NEW YORK CUP 1030	6/2/2016	1,000.00
GENERAL	n/a	SCORRIELL DEVELOPMENT	PO BOX 1803, LAKE ARROWHEAD 92352	B16-17038, 1685 HALSEY	1/11/2017	500.00
GENERAL	n/a	SEEFRIED INDUSTRIAL PROPERTIES, INC.	3333 RIVERWOOD PARKWAY SE, STE 200, ATLANTA GA 30339	ALABAMA & NEVADA ST, E15-7690	9/22/2015	1,000.00
GENERAL	n/a	SIMMONS, ERIK	13046 BURNS LANE	13046 BURNS LANE, B15-13033	5/1/2015	500.00
GENERAL	n/a	STC NETCOM, INC.	11611 INDUSTRY AVE., FONTANA, CA 92337	1150 BROOKSIDE AVE, B14-10838, CUP 1014	6/30/2014	1,000.00
GENERAL	n/a	SUH CONSTRUCTION	5922 TAMARIND ST.	1910 MESA VIEW, B13-09544	7/2/2014	500.00
GENERAL	n/a	TA CONSTRUCTION	1505 FORD ST	1505 FORD ST, B16-17243, CUP 114 R3	6/8/2017	1,000.00
GENERAL	n/a	TAMPLEN, JASMIN	370 W 6TH ST, STE 210, SAN BERNARDINO	B15-14942, 1036 CHESTNUT	1/25/2016	500.00
GENERAL	n/a	TARIQ, JAMIL	910 CREEKSIDE DR, REDLANDS CA	910 CREEKSIDE DR, B17-00454	5/11/2017	500.00
GENERAL	n/a	TEJADA, MARIO	1332 JASPER, MENTONE	1465 CHARLESTON LANE, B16-17037	12/7/2016	500.00
GENERAL	n/a	THORNBERG, VALERIE	954 NOTTINGHAM DR, REDLANDS, CA 92373	954 NOTTINGHAM DR, B14-11873	11/26/2014	500.00
GENERAL	n/a	TRINITY CHURCH	419 S 4TH STREET	419 S 4TH ST, B15-13775	11/29/2016	1,000.00
GENERAL	n/a	TUFF SHED	1777 S. HARRISON ST, DENVER, CO 80210	B17-01129, 917 E. DELAWARE	7/3/2017	500.00
GENERAL	n/a	VALENZUELA, ALEJANDRO	370 FRANKLIN AVE	370 FRANKLIN, B15-13849	8/25/2015	500.00
GENERAL	n/a	WATKINS, CHRIS	176 ROSA COURT, COLTON CA 92324	622 ORCHARD DRIVE, B17-00812	8/31/2017	500.00
GENERAL	n/a	WAUCHOPE, JOHN	1321 DRAKE RIDGE CREST	1321 DRAKE RIDGE CREST, B15-14030	11/12/2015	500.00
GENERAL	n/a	WILHITE LANGLEY INC	21800 BARTON RD #102, GRANDTERRACE, 92313	338 GRANT ST, B17-00494	6/12/2017	500.00
GENERAL	n/a	WOOD, DAVID	900 E WASHINGTON ST, COLTON, CA 92324	345 SUMMIT AVE, B14-11521	4/6/2015	500.00
GENERAL	n/a	YARNALL, DAVID (PD CONTRACTING)	3921 ALAMO ST, RIVERSIDE, CA 92501	1005 LA FLORA DR, B15-14640	12/15/2015	500.00
GENERAL	n/a	YENOMON INVESTMENT CORP	33836 OLDTRAIL DRIVE, YUCAIPA 92399	1463 ROSEHILL CREST, B17-01853	10/11/2017	500.00
GENERAL	n/a	YOUNGREN CONSTRUCTION INC	443 EAST ALVARADO STREET, FALLBROOK, CA 92028	31420 HIGHVIEW, GP16-0003	3/31/2016	500.00
					Total Unclaimed Funds	187,518.71

Redlands Daily Facts
19 E. Citrus Ave., Suite 102
Redlands, CA 92373
909-793-3221
rdflegals@inlandsnewspapers.com

Uncashed Checks
Electronic Copy only

5007807

Legal No. **0011532140**

CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 923730000

FILE NO. Unclaimed Funds 5/1

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of San Bernardino

The undersigned hereby certifies as follows:

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of twenty-one years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Redlands Daily Facts, a newspaper of general circulation, published daily in the City of Redlands, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Bernardino, State of California, under the date of October 10, 1927, Case Number 26980; that the notice, of which the annexed is a true printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on each of the following dates, to wit:

05/01/2022, 05/08/2022

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Ontario, San Bernardino Co., California, on this 9th day of May, 2022.

Pamela J. Harris

Signature

Advertising Order Confirmation

Inland Empire Newspaper Group
The Sun • Daily Bulletin • Daily Facts

Ad Order Number	*Customer*	*Payor Customer*	*PO Number*
0011532140	CITY OF REDLANDS	CITY OF REDLANDS	Unclaimed Funds 5/1
Sales Representative	*Customer Account*	*Payor Account*	*Ordered By*
Pamela Harris	5007807	5007807	Jeanie
Order Taker	*Customer Address*	*Payor Address*	*Customer Fax*
Pamela Harris	PO BOX 3005 REDLANDS, CA 92373	PO BOX 3005 REDLANDS, CA 923730000	
Order Source	*Customer Phone*	*Payor Phone*	*Customer EMail*
Select Source	909-798-7531	909-798-7531	jdonaldson@cityofredlands.org

Current Queue
Ready

Invoice Text

Tear Sheets	*Affidavits*	*Blind Box*	*Materials*	*Promo Type*	*Special Pricing*
0	0				

Ad Number	*Ad Size*	*Color*	*Production Color*	*Ad Attributes*	*Production Method*	*Production Notes*
0011532140-01	9 X 186 Li				AdBooker	

External Ad Number	*Pick Up*	*Ad Type*	*Released for Publication*
		Legal Liner	

PUBLIC NOTICE
CITY OF REDLANDS UNCLAIMED FUNDS

Pursuant to Government Code Section 50050, the City of Redlands publishes below its list of unclaimed funds that have been held by the City of Redlands for at least three years. The funds listed below shall become the property of the City of Redlands on June 20, 2022, unless by that date, a party of interest files a claim with the City of Redlands - Revenue Division. Claim Forms may be obtained online at www.cityofredlands.org/Finance or by email request to unclaimedfunds@cityofredlands.org. For information regarding the unclaimed funds, please send inquiries by email to unclaimedfunds@cityofredlands.org, or contact the City of Redlands - Revenue Division at (909) 798-7596.

City Fund	Check Date	Check No.	Payee	Payee Address	Check Amount
General (101)	9/24/2015	159611	ABAI, HELEN	13221 LAKOTA ROAD, APPLE VALLEY, CA 92308	8.89
Pooled Cash (000)	6/1/2017	177786	ACEVEDO, ALEX	778 TARGA LANE, BEAUMONT, CA 92223	120.00
Pooled Cash (000)	7/27/2017	179263	ADAFIN, ERIN	1405 MAGNOLIA AVENUE, REDLANDS, CA 92373	6.77
Pooled Cash (000)	10/5/2017	181547	AGUILAR, JACOB	1305 TOURMALINE AVENUE, MENTONE, CA 92359	59.53
Pooled Cash (000)	3/19/2015	154257	ALBREKTSON, JOSH	655 S HOPE STREET #1705, LOS ANGELES, CA 90017	178.90
Pooled Cash (000)	9/3/2015	159184	ARREDONDO, MIKE	1328 KIMBERLY AVENUE, REDLANDS, CA 92374	20.00
Pooled Cash (000)	6/22/2017	178191	ARROYO, TIMOTHY W/YOLANDA	1011 TRIBUNE STREET, REDLANDS, CA 92374-3425	145.00
Pooled Cash (000)	3/23/2017	175439	ASSAFOU, LATIFA	1544 CRESTVIEW ROAD, REDLANDS, CA 92374	165.10
Pooled Cash (000)	3/16/2017	175325	BABCOCK, TERRA	1239 OHIO STREET, REDLANDS, CA 92374	2.91
Pooled Cash (000)	2/26/2015	153649	BACA, RICHARD	1409 ORANGE STREET, REDLANDS, CA 92374	120.87
Pooled Cash (000)	3/26/2015	154508	BACA, RICHARD	1409 ORANGE STREET, REDLANDS, CA 92374	120.87
Pooled Cash (000)	9/24/2015	159632	BAKER, PALMYRA J	950 BERKLEY DRIVE, REDLANDS, CA 92373	10.81
Pooled Cash (000)	4/2/2015	154725	BARRY JOHNSON EQUIPMENT	9172 WICKIUP WAY, APPLE VALLEY, CA 92308	173.01
Pooled Cash (000)	8/31/2017	180380	BATES, ANSLEY	800 31ST STREET APT #734, TUSCALOOSA, AL 35401	50.00
Pooled Cash (000)	6/29/2017	178471	BERKO, ZOLTAN	106 W PENNSYLVANIA AVENUE #1703, REDLANDS, CA 92374	165.07
Pooled Cash (000)	1/22/2015	152620	BUENROSTRO, GERARDO	7232 KENSINGTON COURT, HIGHLAND, CA 92346	1.08
Pooled Cash (000)	6/2/2016	167040	BURCH, KAREN L	136 CHANNING STREET, REDLANDS, CA 92373	38.74
Pooled Cash (000)	10/29/2015	160654	BURKHOLDER, MARK	126 E FERN AVENUE, REDLANDS, CA 92373	104.84
Pooled Cash (000)	2/26/2015	153677	CALIFORNIA ASSOCIATION OF HOST NEGOTIATORS	P O BOX 7639, COTATI, CA 94931	25.00
Pooled Cash (000)	8/18/2016	169236	CALIFORNIA TOOL WELDING SUPPLY	201 N MAIN STREET, RIVERSIDE, CA 92501	25.60
Pooled Cash (000)	6/30/2016	167742	CAMPA, ANTOINETTE	209 CRAIG COURT #C, REDLANDS, CA 92374	36.21
General (101)	5/4/2017	176916	CARBAJAL, JESUS	1142 TEXAS STREET, REDLANDS, CA 92374	20.88
Pooled Cash (000)	4/30/2015	155427	CENTENO, RINA	417 E COLTON AVENUE, REDLANDS, CA 92374	48.97
Pooled Cash (000)	6/30/2016	167753	CLARIAN HARRIGAN HOMES LLC	P O BOX 7722 REDLANDS, CA 92375	14.03
Pooled Cash (000)	7/28/2016	168507	CLARIAN HARRIGAN HOMES LLC	P O BOX 7722, REDLANDS, CA 92375	552.80
Pooled Cash (000)	7/6/2016	52925	CLARK, AUSTEN	22016 OCOTILLO WAY, APPLE VALLEY, CA 92308	132.17
Pooled Cash (000)	4/23/2015	155231	CLARY, JACLYN	77470 WYOMING AVENUE, PALM DESERT, CA 92211	5.86
Pooled Cash (000)	8/11/2016	169007	COMMUNITY OPTIONS	2601 N DEL ROSA AVENUE, SUITE 114, SAN BERNARDINO, CA 92404	200.00
General (101)	4/30/2015	155438	CORONA, TERESA	1082 E BENEDICT ROAD, SAN BERNARDINO, CA 92408	66.27
Pooled Cash (000)	7/23/2015	157942	COVEY, KELLY	10069 OAK GROVE DRIVE, ALTA LOMA, CA 91737	266.36
Pooled Cash (000)	12/28/2015	162521	DALLIN LLC	5440 TRABUCO ROAD, SUITE H200, IRVINE, CA 92620	126.11
Pooled Cash (000)	6/30/2016	167773	DEROULAHAC, CHRISTINA	126 E FERN AVENUE, REDLANDS, CA 92373	37.74
Pooled Cash (000)	10/12/2017	181753	DUNSON, TAMMY	7430 DUNKIRK AVENUE, HIGHLAND, CA 92346	13.47
Pooled Cash (000)	7/20/2017	179135	EARLS, WADE	950 CAMPUS AVENUE, REDLANDS, CA 92374	142.07
Pooled Cash (000)	9/21/2017	181072	ELITE CAR STEREO	1647 W REDLANDS BLVD STE E, REDLANDS, CA 92373	368.00
Pooled Cash (000)	12/28/2015	162530	EMERICH, STEPHEN	815 S GROVE STREET, REDLANDS, CA 92374	56.22
Pooled Cash (000)	1/22/2015	152638	FARAHANI, REZA	2 ENTERPRISE #8204, ALISO VIEJO, CA 92656	4.03
Pooled Cash (000)	4/20/2017	176372	FEA, STEPHEN	31781 AGUACATE ROAD, SAN JUAN CAPISTRANO, CA 92675	177.77
General (101)	8/17/2017	180098	FIRST CALIFORNIA BANK	PO BOX 5313, WESTLAKE VILLAGE, CA 91359	114.47
Pooled Cash (000)	12/8/2016	172651	FRANEY, ADAM	410 SONORA CIRCLE, REDLANDS, CA 92373	124.90
Pooled Cash (000)	11/30/2017	183125	GALAXY MEDICAL BUILDERS INC	P O BOX 774, LA QUINTA, CA 92247	795.48
Pooled Cash (000)	4/6/2017	176036	GALLAGHER, ASHELY	809 OXFORD DRIVE, REDLANDS, CA 92374	121.09
General (101)	4/6/2017	176038	GATES, ROBERT W	1625 SHEFFIELD LANE, REDLANDS, CA 92374	171.46
Pooled Cash (000)	3/24/2016	164841	GONZALES, JOSEPH	1731 TORINO STREET, REDLANDS, CA 92374	36.42
General (101)	5/12/2016	166355	GONZALEZ, YOLANDA	2045 SALERNO AVENUE, MENTONE, CA 92359	13.23
Pooled Cash (000)	8/3/2017	179691	GOORHUIS, JONATHAN	11357 BOONE WAY, LOMA LINDA, CA 92354-3885	145.00
Pooled Cash (000)	8/27/2015	158936	GRANADOS, PATRICIA	1142 TEXAS STREET, REDLANDS, CA 92374	2.31
Pooled Cash (000)	1/28/2015	49047	HALL, DAKOTA L	6725 BLEWETT AVENUE, VAN NUYS, CA 91406	49.52
Pooled Cash (000)	4/30/2015	155495	HALL, DONNIE	28543 CANTEBURY WAY, HIGHLAND, CA 92346	53.91
Pooled Cash (000)	4/28/2016	165877	HARP, RICHARD	1550 BELLEVUE ROAD, REDLANDS, CA 92373	16.87
General (101)	7/2/2015	157428	HEIGHES, JACOB	351 NOTTINGHAM DRIVE, REDLANDS, CA 92373	53.43
Pooled Cash (000)	8/24/2017	180284	HERNANDEZ, MONICA	9 GRANT STREET #C, REDLANDS, CA 92373	2.08
Pooled Cash (000)	4/2/2015	154774	HERNANDEZ, SANDRA	60 ORANGEWOOD COURT, REDLANDS, CA 92373	91.86
Pooled Cash (000)	7/16/2015	157791	HILLWOOD CONSTRUCTION SERVICES	901 VIA PIEMONTE, SUITE 175, ONTARIO, CA 91764	757.83
Pooled Cash (000)	6/29/2017	178600	HOLIDAY AL MANAGEMENT SUB LLC	5885 MEADOWS ROAD, SUITE 500, LAKE OSWEGO, OR 97035	4,395.00
Pooled Cash (000)	1/12/2017	173631	HONG HANH THI TRUONG	5020 INDIAN RIVER #426, LAS VEGAS, NV 89103	282.72
Pooled Cash (000)	1/22/2015	152668	HURLBERT, ANDREA	31016 QUARRY STREET, MENTONE, CA 92359	13.65
Pooled Cash (000)	11/17/2016	172118	ISLAMIC COMM. CENTER OF REDLANDS	154 TAMARISK STREET, REDLANDS, CA 92373	100.00
Pooled Cash (000)	9/1/2016	169878	JAGT, LOREN J	2196 MADEIRA AVENUE, MENTONE, CA 92359	27.57
Pooled Cash (000)	10/15/2015	160406	JOANIS, AMY	26624 9TH STREET, APT 228, HIGHLAND, CA 92346	9.38
Pooled Cash (000)	6/22/2017	178296	JUST, MARY L	137 WALNUT AVENUE, REDLANDS, CA 92373	60.00
Pooled Cash (000)	8/24/2017	180298	JUST, MARY L	137 WALNUT AVENUE, REDLANDS, CA 92373	60.00
Pooled Cash (000)	10/26/2017	182209	KENNY, SEAN	2722 BOX CANYON RD SE, HUNTSVILLE, AL 35803	100.00
Pooled Cash (000)	10/20/2016	171160	KOHORST, LINDSEY	1111 OHIO STREET, REDLANDS, CA 92374	2.37
General (101)	3/31/2017	174967	KOZIOL, NATASHA	39 N BUENA VISTA ST, REDLANDS, CA 92373	66.22
Pooled Cash (000)	2/18/2016	163799	KRENZ, SUSAN	5001 W FLORIDA AVENUE #663, HEMET, CA 92545	97.59
Pooled Cash (000)	7/9/2015	157637	KRUG, SUSAN	P O BOX 338, CALIMESA, CA 92320	67.78

Pooled Cash (000)	10/3/2016	53707	LAGANG, DIANA M	9600 FOREST LANE APT 141, DALLAS, TX 75243	341.28
Pooled Cash (000)	3/16/2017	175365	LAGOS, PERLA	309 W LUGONIA AVENUE, REDLANDS, CA 92374	20.00
Pooled Cash (000)	12/28/2015	162593	LAI, FANG	1587 ROSE STREET, REDLANDS, CA 92374	269.25
Pooled Cash (000)	2/16/2017	174544	LEDESMA, KIMBERLY	417 BROOKSIDE AVENUE, APT B, REDLANDS, CA 92373	10.00
Pooled Cash (000)	5/11/2017	177162	LEEHASUWAN, MAYUREE	6950 VINE STREET, HIGHLAND, CA 92346	13.71
Pooled Cash (000)	2/19/2015	153538	LMNK LLC	610 NEWPORT CENTER DR., STE 800, NEWPORT BEACH, CA 92660	121.49
Pooled Cash (000)	5/7/2015	155827	MACKULIN, MARYANN	4400 MILL CREEK ROAD, MENTONE, CA 92359	24.80
Pooled Cash (000)	3/2/2017	175079	MARDIS, EMERALD	295 JUNIPER AVENUE, CARLSBAD, CA 92008	165.80
Pooled Cash (000)	9/1/2016	169897	MC CONNELL, C E	820 S SAN MATEO STREET, REDLANDS, CA 92373	187.10
General (101)	9/24/2015	159824	MENDOZA, THEODORE	33600 CALIMESA BLVD, YUCAIPA, CA 92399	200.76
General (101)	2/2/2017	174251	MOBIL REDLANDS	1325 BROOSIDE AVE, REDLANDS, CA 92373	690.93
General (101)	9/24/2015	159829	MOLINA, CARLOS	822 POST STREET, REDLANDS, CA 92374	36.24
Pooled Cash (000)	8/27/2015	159030	MORENO, CONSUELO	1950 HARDT STREET, LOMA LINDA, CA 92354	7.35
Pooled Cash (000)	6/2/2016	167116	MYERS, LINDSEY	420 SONORA CIRCLE, REDLANDS, CA 92373	144.33
Pooled Cash (000)	12/17/2015	162330	NATIONSTAR MORTGAGE	6504 INTERNATIONAL PARKWAY #1500, PLANO, TX 7509 3	202.09
Pooled Cash (000)	9/21/2017	181121	O'CONNER, SARAH	909 RENEE STREET, REDLANDS, CA 92374	111.60
Pooled Cash (000)	5/7/2015	155840	PAIZ, RICARDO	2085 FURLOW DRIVE, REDLANDS, CA 92374	18.93
Pooled Cash (000)	8/4/2016	168902	PANIAGUA, MONICA	408 NOTTINGHAM DRIVE, REDLANDS, CA 92373	72.36
General (101)	10/6/2016	170825	PEREZ, CASSANDRA	823 CARLOTTA COURT, REDLANDS, CA 92374	1.23
Pooled Cash (000)	9/29/2016	170550	PERPULY, FRANCISCO	236 W ORANGE SHOW ROAD #108, SAN BERNARDINO, CA 92408	232.20
Pooled Cash (000)	12/10/2015	162060	PHOENIX HOPE INTERNATIONAL	1540 MARION ROAD, REDLANDS, CA 92374	300.00
Pooled Cash (000)	12/15/2016	172911	PHOENIX HOPE INTERNATIONAL	1540 MARION ROAD, REDLANDS, CA 92374	300.00
Pooled Cash (000)	7/23/2015	158017	POTTER, RYAN	1637 COUNTRY CLUB DRIVE, REDLANDS, CA 92373	5.74
Pooled Cash (000)	3/19/2015	154358	PRICE, KELLY	1344 PLUMWOOD LANE, MENTONE, CA 92359	85.84
Pooled Cash (000)	3/16/2017	175387	RAMOS, OLIVER	4629 MAYFLOWER LANE, LAS VEGAS, NV 89107	163.00
Pooled Cash (000)	12/1/2016	172539	RAPID DATA	434 CAJON STREET SUITE 101, REDLANDS, CA 92373	33.42
Pooled Cash (000)	6/11/2015	156846	REDLANDS APOSTOLIC CHURCH	P O BOX 12032, SAN BERNARDINO, CA 92423	200.00
Pooled Cash (000)	5/4/2017	177023	REDLANDS FIDOS & FRIENDS (R.U.F.F)	PO BOX 1440, REDLANDS, CA 92373	200.00
Pooled Cash (000)	4/8/2015	154989	REDLANDS SHELL #68593	1195 WEST REDLANDS BLVD, REDLANDS, CA 92373	139.47
Pooled Cash (000)	9/8/2016	170133	RENTZ, JAY	731 LA SOLANA DRIVE, REDLANDS, CA 92373	49.00
Pooled Cash (000)	7/14/2016	168248	ROBERTS, RICHARD	636 CYPRESS CIRCLE, REDLANDS, CA 92373	200.00
Pooled Cash (000)	3/22/2017	55651	ROBINSON, ANDREA R	28647 NEWCASTLE ROAD, HIGHLAND, CA 92346	94.46
Pooled Cash (000)	10/15/2015	160456	ROMWOD	31961 TEAL COURT, YUCAIPA, CA 92399	179.00
Pooled Cash (000)	5/21/2015	156218	ROTONDO, JOHN	609 S CENTER STREET, REDLANDS, CA 92373	142.19
Pooled Cash (000)	4/23/2015	155338	RUBALCA, ELEAZAR	7276 CATALPA AVENUE, HIGHLAND, CA 92346	14.83
Pooled Cash (000)	6/30/2016	167962	RUIZ, GIOVANNI	1431 WORLAND STREET, BEAUMONT, CA 92223	192.43
Pooled Cash (000)	12/8/2016	172717	SADLER, JAMES	7717 CHURCH AVENUE #89, HIGHLAND, CA 92346	27.92
Pooled Cash (000)	1/28/2016	163374	SAMUEL, GOLAN	2032 RIDGE VIEW COURT, REDLANDS, CA 92373	78.55
Pooled Cash (000)	7/23/2015	158036	SCHOENDIENST, PETER	449 S CENTER STREET, REDLANDS, CA 92373	167.00
Pooled Cash (000)	1/28/2016	163377	SCHUERMANN, HERMANN	1575 RIDGE STREET, REDLANDS, CA 92373	419.08
Pooled Cash (000)	8/17/2017	180164	SCOTT, AMANDA	1713 SHIRLEY LANE, REDLANDS, CA 92374	124.13
General (101)	6/11/2015	156852	SEIBERT, TRACY	960 CREEK VIEW LANE, REDLANDS, CA 92373	176.67
Pooled Cash (000)	5/11/2017	177198	SHADOAN, CAYETANA	25550 E PUMELO STREET #2, SAN BERNARDINO, CA 92405	77.57
Pooled Cash (000)	7/9/2015	157676	SHUMWAY, BETH L C/O RODNEY L SHUMWAY	1025 WALNUT AVENUE, REDLANDS, CA 92373	132.48
Pooled Cash (000)	8/18/2016	169341	SMAC III CTB LLC	225 E BROADWAY #311, GLENDALE, CA 91205	210.48
Pooled Cash (000)	2/5/2015	153225	SMITH, COBY	455 AKINDALE WAY, BEAUMONT, CA 92223	87.63
Pooled Cash (000)	12/8/2016	172731	SOMMER, KENT	1434 LAWFORD STREET, GLENDORA, CA 91741	43.45
Pooled Cash (000)	7/20/2017	179230	TARGET COMMUNITY SCHOOLS INC.	710 CHURCH STREET, REDLANDS, CA 92374	290.70
Pooled Cash (000)	3/31/2016	165228	TARGET CORPORATION	27320 W LUGONIA AVENUE, REDLANDS, CA 92374	104.00
Pooled Cash (000)	11/3/2016	171772	TAUBER, JACOB E	9033 WILSHIRE BLVD, SUITE 401, BEVERLY HILLS, CA 90211	350.00
Pooled Cash (000)	2/18/2016	163869	THOMPSON, CHERYL	6892 PHOENIX COURT, HESPERIA, CA 92345	2.27
Pooled Cash (000)	10/15/2015	160481	THOMPSON, CYNTHIA	1245 N GROVE UNIT L, REDLANDS, CA 92374	29.50
Pooled Cash (000)	4/23/2015	155359	TREELINE PROPERTIES LLC	4166 NAGLE AVENUE, SHERMAN OAKS, CA 91423	87.70
Pooled Cash (000)	2/5/2015	153255	WEI, HUA	211 GEORGIA STREET, REDLANDS, CA 92374	20.23
Pooled Cash (000)	9/7/2017	180851	WELLS FARGO BANK #99034	220 E STATE STREET, REDLANDS, CA 92373	5.75
Pooled Cash (000)	12/28/2015	162699	WHITAKER, DON	604 1/2 ACACIA AVENUE, CORONA DEL MAR, CA 92625	91.62
Pooled Cash (000)	10/15/2015	160497	ZAKRZEWSKI, BRITTANY	1390 TOURMALINE AVENUE, MENTONE, CA 92359	118.41

Product	*Requested Placement*	*Requested Position*	*Run Dates*	*# Inserts*
Redlands Daily Facts	Legals CLS	City Notices - 1076~	05/01/22, 05/08/22	2

Order Charges:

Net Amount	*Tax Amount*	*Total Amount*	*Payment Amount*	***Amount Due***
5,042.00	0.00	5,042.00	0.00	**$5,042.00**

Unclaimed Deposits
Electronic Copy only

Redlands Daily Facts
19 E. Citrus Ave., Suite 102
Redlands, CA 92373
909-793-3221
rdflegals@inlandsnewspapers.com

5007807

Legal No. **0011532083**

CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 923730000

FILE NO. Unclaimed Funds 5/1

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of San Bernardino

The undersigned hereby certifies as follows:

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of twenty-one years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Redlands Daily Facts, a newspaper of general circulation, published daily in the City of Redlands, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Bernardino, State of California, under the date of October 10, 1927, Case Number 26980; that the notice, of which the annexed is a true printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on each of the following dates, to wit:

05/01/2022, 05/08/2022

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Ontario, San Bernardino Co., California, on this 9th day of May, 2022.

Pamela J. Harris

Signature

Advertising Order Confirmation

Inland Empire Newspaper Group
The Sun • Daily Bulletin • Daily Facts

Ad Order Number	*Customer*	*Payor Customer*	*PO Number*
0011532083	CITY OF REDLANDS	CITY OF REDLANDS	Unclaimed Funds 5/1
Sales Representative	*Customer Account*	*Payor Account*	*Ordered By*
Pamela Harris	5007807	5007807	Jeanie
Order Taker	*Customer Address*	*Payor Address*	*Customer Fax*
Pamela Harris	PO BOX 3005 REDLANDS, CA 92373	PO BOX 3005 REDLANDS, CA 923730000	
Order Source	*Customer Phone*	*Payor Phone*	*Customer EMail*
Select Source	909-798-7531	909-798-7531	jdonaldson@cityofredlands.org

Current Queue
Ready

Invoice Text

Tear Sheets	*Affidavits*	*Blind Box*	*Materials*	*Promo Type*	*Special Pricing*
0	0				

Ad Number	*Ad Size*	*Color*	*Production Color*	*Ad Attributes*	*Production Method*	*Production Notes*
0011532083-01	10 X 209 Li				AdBooker	

External Ad Number	*Pick Up*	*Ad Type*	*Released for Publication*
		Legal Liner	

PUBLIC NOTICE
CITY OF REDLANDS UNCLAIMED FUNDS

Pursuant to Government Code Section 50050, the City of Redlands publishes below its list of unclaimed funds that have been held by the City of Redlands for at least three years. The funds listed below shall become the property of the City of Redlands on June 20, 2022, unless by that date, a party of interest files a claim with the City of Redlands - Revenue Division. Claim Forms may be obtained online at www.cityofredlands.org/Finance or by email request to unclaimedfunds@cityofredlands.org. For information regarding the unclaimed funds, please send inquiries by email to unclaimedfunds@cityofredlands.org, or contact the City of Redlands - Revenue Division at (909) 798-7596.

CITY FUND	DEPOSITING PARTY	ADDRESS	DEPOSIT INFORMATION	DATE	AMOUNT
GENERAL (101)	12382 RDLDS, LLC	434 N. 2ND ST, UPLAND, CA 91786	1651 CALLE SOLEJAR, 1631, 1621, 1622, 1652, GP13-0046	09/11/14	3,000.00
GENERAL (101)	1-STEP UP ELECTRIC	1205 N DEARBORN ST	1205 N DEARBORN ST, B15-13568	08/27/15	500.00
GENERAL (101)	ALLRED CONSTRUCTION	12834 4TH ST, YUCAIPA 92399	31881 FLORIDA ST, B16-16033	01/04/17	500.00
GENERAL (101)	AMERICAN EAGLE CONSt.	PO BOX 1192 CALIMESA, CA 92320	919 DENISE AVE, B15-14294	10/07/15	500.00
GENERAL (101)	ARTURI, ANDREW	13090 SILVERLEAF COURT, REDLANDS	13090 SILVERLEAF COURT, B16-15373	08/24/16	500.00
GENERAL (101)	AYALA, GILBERT	1200 W BASTANCHURY PL, FULLERTON, CA 92833	DUPLEX: 1410 1ST FL, 1490 2ND FL, 840 GARAGE, 1228 ALTA ST, B14-12202	01/07/15	500.00
GENERAL (101)	BECKEL, KIMBERLY	1153 ALTA ST	B17-00036, 1153 ALTA ST	06/12/17	500.00
GENERAL (101)	BOWER, CHRIS	240 NORDINA	240 NORDINA, B15-13900	02/17/16	500.00
GENERAL (101)	BROUNSTEIN, SIDNEY	1403 BLOSSOM AVE	1403 BLOSSOM AVE, B13-09473	10/08/13	500.00
GENERAL (101)	BURKE, JOHN	3655 EL CAMINO DR, SAN BERNARDINO 92404	13150 SILVERLEAF, GP15-0098	05/21/15	500.00
GENERAL (101)	BURROLA CONSTRUCTION	PO BOX 7219, REDLANDS, CA	B15-13189, 1571 ELIZABETH STREET	05/10/16	500.00
GENERAL (101)	BUTLER, DUANE	31683 PEPPER TREE ST.	301 CAJON ST, B14-12275	08/06/15	500.00
GENERAL (101)	C & D BUILDERS	2307 OAK CREST DRIVE, RIVERSIDE CA 92506	924 COLUMBIA, B17-00689	11/09/17	500.00
GENERAL (101)	C + L CONSTRUCTION INC	6850 VAN NUYS BLVD, STE 316 91405	816 SHERWOOD ST, B17-00370	04/18/17	500.00
GENERAL (101)	CAMPBELL, KAMERYN/PATRICK	36198 VILLAGE ROAD, YUCAIPA CA 92399	1030 WALNUT AVE, B1617262	10/30/17	500.00
GENERAL (101)	CASEY CO	PO BOX 7162, REDLANDS 92375	133 GRANT STREET, B16-17207	02/06/17	500.00
GENERAL (101)	CASTRO, ENRIQUE	1415 GARDEN STREET	1415 GARDEN ST, B16-15634	07/14/16	500.00
GENERAL (101)	CHATIGNY, ANDREW	1308 CLOCK AVENUE, REDLANDS CA. 92374	1304 COLLEGE AVE	11/03/08	500.00
GENERAL (101)	CHAUHAUN, DR. H.	3869 VALENCIA AVE., SAN BERNARDINO, CA.	1748 E. LUGONIA AVE, CUP 954 R1 B15-14558	01/07/16	1,000.00
GENERAL (101)	CHENG, CHUJAN	1048 CEDAR	1015 CEDAR, B15-14965	02/03/16	500.00
GENERAL (101)	CHENG, CHUJAN	1036 CHESTNUT AVE, REDLANDS	117 NORWOOD ST, B16-15086	09/29/16	500.00
GENERAL (101)	CHRISMEN, CASSANDRA	30300 LIVE OAK CYN RD	B15-14913, 30300 LIVE OAK CYN RD	04/25/16	500.00
GENERAL (101)	CIK POWER	240 W GROVE, ORANGE 92608	9545 N WABASH, B15-14071 CUP 1041 - SMALL CELL	02/09/16	1,000.00
GENERAL (101)	CLIFTON, NEIL AND KIM	1445 PACIFIC ST.	1445 PACIFIC, GP14-0061	05/12/14	500.00
GENERAL (101)	COBB, VALARIE A.	1310 ELIZABETH ST, REDLANDS	1310 ELIZABETH ST, B17-00597	06/08/17	500.00
GENERAL (101)	COBRAE DEVELOPMENT	1617 HALSEY STREET	1617 HALSEY ST, GP13-0023 / B13-08934	04/09/13	500.00
GENERAL (101)	COOPER, JAMES	33909 ENOCH AVE, YUCAIPA CA 92399	1165 W PARK AVE, B17-01935	12/06/17	1,000.00
GENERAL (101)	CORE STATES CONST. SVCS	4191 PLEASANT HILL ROAD, DULUTH, GA 30096	1330 INDUSTRIAL PARK AVE, B14-12302	02/04/15	500.00
GENERAL (101)	COTA, RICARDO	16397 MISTY HILL DR, CHINO HILLS 91709	1125 PINE ST, B17-01380	10/12/17	500.00
GENERAL (101)	CRUZ, CHIYOKO	1152 ALTA STREET, REDLANDS, CA 92374	1158 ALTA ST, REDLANDS. B13-08572	03/05/13	500.00
GENERAL (101)	DANIEL-KREJCI, JENNIFER	21 W. HILTON AVE	B15-13211, 21 W. HILTON AVE	05/26/15	500.00
GENERAL (101)	DARBY, JIM	1554 BARTON ROAD SUITE 195	B16-16151, 1610 MARGARITA	10/14/16	500.00
GENERAL (101)	DEREK CHU DDS INC	95 TENNESSEE ST APT D	85 TERRACINA BLVD, B17-00636	11/21/17	500.00
GENERAL (101)	DILL, JEFF	18 E STALL ST STE 205	13092 BURNS LANE, B17-02062	12/05/17	500.00
GENERAL (101)	DIVERSIFIED COMM. SVC, INC	1260 PIONEER STREET, BREA CA 92871	B16-16089, 33280 VAIALLA LN CUP 1040 - SMALL CELL	10/05/16	1,000.00
GENERAL (101)	DOLINSKY REVOCABLE LIV. TRST	1550 FOOTHILL WAY	1550 FOOTHILL WAY, B17-00745	05/18/17	500.00
GENERAL (101)	DUNN, BROKLEY	5242 CORNELL AVE WESTMINISTER	207 BEAUMONT CT, B17-00401	12/04/17	500.00
GENERAL (101)	EAST VALLEY PARTNERS	25201 PASEO DEL ALICIA, LAGUNA HILLS, CA. 92653	TRACT NO. 13151	12/05/86	20,415.00
GENERAL (101)	ELLOWAY-SONG, TAMARAH	363 SUMMIT AVE, REDLANDS, CA 92373	363 SUMMIT AVE, B13-09915	10/21/13	500.00
GENERAL (101)	FDC FINANCIAL CORP	1947 N E ST, SAN BERNARDINO, CA 92405	108 E CRESCENT AVE, B13-09741	11/01/13	500.00
GENERAL (101)	FLANIGAN CONST., INC.	745 E STUART AVE., REDLANDS, CA. 92374-3545	1678 CALLE SOLEJAR, B15-13606	07/21/15	500.00
GENERAL (101)	FOSTER, RYAN	514 SAN JACINTO, REDLANDS, CA 92373	1417 S CENTER ST, B15-13724	07/09/15	500.00
GENERAL (101)	FOX, CURTIS A.	PO BOX 1751, LOMA LINDA, CA	1608 VALLE DEL SOL AVE, B15-13235	08/05/15	500.00
GENERAL (101)	G.E. KASLER	528 S FOURTH ST, REDLANDS	124 W FERN AVE, B16-15503	03/29/17	500.00
GENERAL (101)	GARDNER, MARITA R.	1810 COUNTRY CLUB DR, REDLANDS, CA 92373	30620 PALO ALTO DR, B15-14003	09/29/15	500.00
GENERAL (101)	GH REDLANDS, LLC.	12891 CARTWRIGHT ROAD, IRVINE CA. 92614	TRACT 16586 / WABASH AVE. & RESERVOIR RD.	07/26/07	3,000.00
GENERAL (101)	GRANT, MIKE	1348 PROSPECT	1348 PROSPECT, B15-15050	01/26/16	500.00
GENERAL (101)	GRIFFIN, BRIAN AND SHARALYN	933 FULBRIGHT AVE	933 FULBRIGHT AVE, B16-16535	03/31/17	500.00
GENERAL (101)	GUTIERREZ, JORGE	3313 EDLOFT AVE, LOS ANGELES, CA 90032-2015	B13-10294, 208 W. SUN AVE.	03/07/14	500.00
GENERAL (101)	HAN, DAVID & JEN	34273 FOREST OAK DR, YUCAIPA, CA 92399	1230 MAGNOLIA, B14-12293	01/06/15	500.00
GENERAL (101)	HANGAR 24 CRAFT BREWERY, LLC	1710 SESSUMS DR, REDLANDS, CA 92374	1710 SESSUMS DRIVE, B1207235, CUP 908 R1	05/02/12	1,000.00
GENERAL (101)	HANGAR 24 CRAFT BREWERY, LLC	1710 SESSUMS DRIVE	1710 SESSUMS DRIVE, B1207711	08/22/12	1,000.00
GENERAL (101)	HANSEN, CHRIS	NO ADDRESS ON CARD	1601 BARTON RD, UNIT 38, B15-14492	11/17/15	1,000.00
GENERAL (101)	HAUGHN, KEITH & KIMBERLY	309 ALVARADO ST.	B16-15650, 309 ALVARADO ST	06/07/16	500.00
GENERAL (101)	HAWS, KARL & JULIA	12931 CLUB DR	327 GRANT, B16-15082	02/24/16	500.00
GENERAL (101)	HENRY C MINKLER JR CONST.	3761 BRISCOE STREET, RIVERSIDE, CA 92506	B15-13436, 1018 CIMARRON COURT	06/01/15	500.00
GENERAL (101)	HICKS, PATRICIA	535 W STATE STREET	1516 CAMEO DRIVE, B15-13236	05/11/15	500.00
GENERAL (101)	HORIZON 2010 ENTERPRISE	27195 NONA AVE, HIGHLAND, CA 92346	1140 TEXAS ST, B15-13098	10/02/15	1,000.00
GENERAL (101)	HUNT, RICK AND MARGIE	1539 CLAY ST, REDLANDS, CA 92374	1539 CLAY ST, B14-11228	01/12/15	500.00
GENERAL (101)	IRONLIFE INC.	1375 W. RIALTO AVE, SB, CA 92410	B17-01497, 819 E HIGH AVENUE	09/28/17	500.00
GENERAL (101)	JLS ENTERPRISES	PO BOX 1290 AGOURA HILLS CA 91376	2065 ORANGE TREET LANE,B17-01643 CUP 1067	12/11/17	1,000.00
GENERAL (101)	JONES , DAVID L	1511 LINDA VISTA AVE	B16-16376, 1511 LINDA VISTA	10/26/16	500.00
GENERAL (101)	JONES III, WALTER	33423 YUCAIPA BLVD, STE D, YUCAIPA CA 92399	2000 VINTON WAY, G15-0088	08/19/15	500.00
GENERAL (101)	KELDGORD, THOMAS E	38385 DIVOT DR, BEAUMONT CA 92223	B16-16343, 902 W STATE	11/29/16	500.00
GENERAL (101)	KENNEDY & O'CONNOR	PO BOX 1609 YUCAIPA, 92399	1212 DEL HAVEN, B16-17050	02/15/17	500.00
GENERAL (101)	KHOURY, ELIE	1400 BLOSSOM AVE, REDLANDS, CA	B16-15129, 1400 BLOSSOM AVENUE	04/18/16	500.00
GENERAL (101)	KIVIKOSKI, K	918 RILEY WAY, REDLANDS, 92374	918 RILEY WAY, B15-13265	05/29/15	500.00

GENERAL (101)	KNUDSEN, BOB	827 CLIFTON AVENUE, REDLANDS, CA. 92373	1751 CAMELOT DRIVE, B13-10222	01/09/14	500.00
GENERAL (101)	KVH ENTERPRISES/ KURT VON HATTEN	165 E 24TH ST, UPLAND CA 917661	219 CAJON ST, B16-16923	03/28/17	500.00
GENERAL (101)	LANIER, CARROLL	641 PALO ALTO DR	B17-00818, 641 PALO ALTO DR	06/15/17	500.00
GENERAL (101)	LEUNGSIKUL, SOMSAKDI (SAM)	1107 WASHINGTON	1107 WASHINGTON, B15-13662	01/21/16	500.00
GENERAL (101)	LINARDOS ENTERPRISES, INC.	4194 CROWN RANCH ROAD	B16-17104, 1205 W. COLTON AVE	07/12/17	1,000.00
GENERAL (101)	LUV 2 DEZIN, LLC	PO BOX 2006, REDLANDS, CA 92373	429 W SUNSET DR, B15-13087	04/22/15	500.00
GENERAL (101)	MARQUEZ, MANUEL	9190 SIERRA AVE STE 206, FONTANA CA	1128 TEXAS ST, B17-01884	11/08/17	500.00
GENERAL (101)	MATT'S EXPRESS CAR WASH	546 E. MARIPOSA DR, REDLANDS, CA 92373	APN 016901132, GP14-0075	02/18/15	1,000.00
GENERAL (101)	MATT'S EXPRESS CAR WASH	546 E. MARIPOSA DR, REDLANDS, CA 92373	B16-17252, 546 E. MARIPOSA DR.	07/18/17	500.00
GENERAL (101)	MCBRIDE, BRYAN	1564 ELYZABETH CT, REDLANDS CA 92373	B16-16272, 318 BRIGETTE COURT	09/06/16	500.00
GENERAL (101)	MCSHANE CONSTRUCTION CO.	9550 W HIGGINS RD, STE 200, ROSEMONT, IL 60018	10% PERFORMANCE BOND, CUP 1008, NEC OF LUGONIA & RESEARCH	02/20/15	52,658.00
GENERAL (101)	MCSHANE CONSTRUCTION CO.	9550 W HIGGINS RD, STE 200, ROSEMONT, IL 60018	CASH MONUMENTATION DEPOSIT, CUP 1008, NEC OF LUGONIA & RESEARCH	02/20/15	4,500.00
GENERAL (101)	MCSHANE DEVELOPMENT	2040 MAIN STREET, STE. 175, IRVINE, CA 92614	CASH CLEANUP, NWC OF CALIFORNIA & ALMOND AVE, CUP 984	04/24/12	1,000.00
GENERAL (101)	MENTONE BEACH RV & BOAT STORAGE	PO BOX 293 MENTONE, CA 92359	1155 JASPER AVE, B17-00367	11/06/17	260.65
GENERAL (101)	MIRAU, JOHN K.	1408 VIA ZURITA ST, CLAREMONT, CA 91711	B15-13433, 1800 COUNTRY CLUB	06/29/15	500.00
GENERAL (101)	MONTESSORI IN REDLANDS	1890 ORANGE AVENUE	B16-15659, 1890 ORANGE AVE, CUP 616 R2	08/09/16	1,000.00
GENERAL (101)	MORAN, SOLORRO	890 CARLOTTA CT, REDLANDS	890 CARLOTTA CT, B16-17136	02/16/17	500.00
GENERAL (101)	MORENO, MICHAEL (DBA MJ MORENO CONSTRUCTION)	245 E CLEVELAND AVE, MONTABELLO, CA 90640-4821	12929 SOUTH LN, B14-12036	01/08/15	500.00
GENERAL (101)	MORENO, RODNEY	14340 ELSWORTH STREET	B16-16358, 419 MARILYN LANE	09/12/16	500.00
GENERAL (101)	MOUNTAIN VIEW ACRES INC.	275 NORTHGATE ST. REDLANDS CA. 92371	TM 18699/ CUP 683 STE NEC OF 5TH AVE & WABASH	04/07/09	3,500.00
GENERAL (101)	MUDGE, MARK	1043 MENDOCINO WAY	1043 MENDOCINO WAY, B16-16087	07/18/16	500.00
GENERAL (101)	NEIL, NANCY	725 S WABASH AVE	725 S WABASH AVE, B16-16551	09/27/16	500.00
GENERAL (101)	NEIL, NANCY ANN	819 ROBINHOOD LANE	725 S. WABASH, GP13-0058	01/21/16	500.00
GENERAL (101)	OLIVE & CITRUS INC.	30845 PALO ALTO DR.	255 E OLIVE AVE, B14-11582, CRA 882	08/18/15	1,000.00
GENERAL (101)	OLMOS, RANDALL L.	612 FAIRWAY	612 FAIRWAY	12/31/07	500.00
GENERAL (101)	ORTEGA, HERMAN G.	618 GREENWOOD CT	618 GREENWOOD CT, B15-13844	08/17/15	500.00
GENERAL (101)	OSBORNE, PAUL JR	800 LAKE HILL DR, BOULDER CITY NV 89005	600 IOWA STREET, B17-01346	08/24/17	1,000.00
GENERAL (101)	PENCE CONSTRUCTION, INC.	PO BOX 7550, REDLANDS, CA	1423 W. STATE STREET, GP14-0080 820 W. COLTON - CRA 884	02/12/15	1,000.00
GENERAL (101)	PENCE CONSTRUCTION, INC.	625 E REDLANDS BLVD, PO BOX 7550	GP15-0092, CUP 341	06/16/15	3,000.00
GENERAL (101)	PENCE CONSTRUCTION, INC.	PO BOX 7550, REDLANDS, CA 92375	1354 KNOLL ROAD, B15-14250	03/14/16	500.00
GENERAL (101)	PENROD, GARY	501 ELDER WAY, REDLANDS 92373	501 ELDER WAY, B16-16822	01/11/17	3,000.00
GENERAL (101)	PEWROD, NANCY AND GARY	501 ELDER WAY	GP16-0014, 501 ELDER WAY	09/29/16	500.00
GENERAL (101)	PHILIP WAGNER CONSTRUCTION	2170 WHISTLER WAY, RIVERSIDE, CA 92506	127 JENNIFER ST, B15-13490	08/03/15	500.00
GENERAL (101)	PHILLIPS, BOBBY	344 S EUREKA	B16-16323, 344 S EUREKA	10/18/16	500.00
GENERAL (101)	PINYO, JAN & ANNA HSIEH	1550 LYNNE CT, REDLANDS, CA 92373	1437 STERLING RD, B14-12347	02/11/15	500.00
GENERAL (101)	PRETORIUS, R. GERALD/KATE G.	708 W. CYPRESS AVENUE	B16-15661, 708 W CYPRESS AVENUE	06/02/16	500.00
GENERAL (101)	PROGRESSIVE FUELING CONST.	936 NOCTA ST, ONTARIO, CA 91764	1075 PARKFORD DRIVE, B13-10358	09/10/14	1,000.00
GENERAL (101)	QUANTUM STRUCTURES	P.O. BOX 2792, LAKE ARROWHEAD, CA. 92352	TRACT 17693 NEC ORANGE AVE / ALABAMA STREET	05/27/08	68,583.00
GENERAL (101)	QUANTUM STRUCTURES	P.O. BOX 2792, LAKE ARROWHEAD, CA. 92352	TRACT 17693 NEC ORANGE AVE.	05/27/08	4,800.00
GENERAL (101)	R SUPER GENERAL CONTTRACTOR	PO BOX 7236	857 W CRESCENE AVE, B16-15769	02/01/17	500.00
GENERAL (101)	REALICORE CREATING ACCT	34838 YUCAIPA BLVD	B16-16806, 640 HARDING DR	11/29/16	500.00
GENERAL (101)	REALICORE OPERATING ACCT	34838 YUCAIPA BLVD	640 HARDING DR, B17-01829	10/12/17	500.00
GENERAL (101)	REDLANDS EQUITX INVESTORS LLC	3415 S. SEPULVEDA BLVD, STE 400 LOS ANGELES 90034	811 TRI CITY CENTER, B16-15837	07/06/16	1,000.00
GENERAL (101)	REDLANDS PIONEER LLC	10621 CIVIC CENTER DR	GP15-0100	10/04/16	3,000.00
GENERAL (101)	RK CONSTRUCTION	827 CLIFTON AVENUE, REDLANDS, CA. 92373	640 FAIRWAY DRIVE, B12-01270	10/12/17	500.00
GENERAL (101)	RM DALTON	1400 BRISTOL STREET N, SUITE 17, NEWPORT BEACH	GP15-0104, 1202 W. PARK AVE CRA 879	08/11/16	1,000.00
GENERAL (101)	RODRIGUEZ, LUIS	315 W. IDAHO STREET, KALISPELL, MT 59901	B15-13017, 710 NEW YORK CUP 1030	06/02/16	1,000.00
GENERAL (101)	ROSAASEN CORPORATION	30763 E. SUNSET DR. S., REDLANDS, CA. 92373	B17-01108, 1464 PIEDMONT DR.	08/29/17	500.00
GENERAL (101)	SCORRIELL DEVELOPMENT	PO BOX 1803, LAKE ARROWHEAD 92352	B16-17038, 1685 HALSEY	01/11/17	500.00
GENERAL (101)	SEEFRIED INDUSTRIAL PROPERTIES, INC.	3333 RIVERWOOD PARKWAY SE, STE 200, ATLANTA GA 30339	ALABAMA & NEVADA ST, E15-7690	09/22/15	1,000.00
GENERAL (101)	SHELFFO, ROD	1407 LARAMIE AVE	B16-15583, 1407 LARAMIE	05/11/16	500.00
GENERAL (101)	SIMMONS, ERIK	13046 BURNS LANE	13046 BURNS LANE, B15-13033	05/01/15	500.00
GENERAL (101)	SMITH, DUSTIN	22421 BARTON RD, GRAND TERRACE, CA	GP15-0094, 31615 LIVE OAK CANYON ROAD	07/06/16	500.00
GENERAL (101)	STC NETCOM, INC.	11611 INDUSTRY AVE., FONTANA, CA 92337	1150 BROOKSIDE AVE, B14-10838, CUP 1014	06/30/14	1,000.00
GENERAL (101)	SUH CONSTRUCTION	5922 TAMARIND ST.	1910 MESA VIEW, B13-09544	07/02/14	500.00
GENERAL (101)	TA CONSTRUCTION	1505 FORD ST	1505 FORD ST, B16-17243, CUP 114 R3	06/08/17	1,000.00
GENERAL (101)	TAMPLEN, JASMIN	370 W 6TH ST, STE 210, SAN BERNARDINO	B15-14942, 1036 CHESTNUT	01/25/16	500.00
GENERAL (101)	TARIQ, JAMIL	910 CREEKSIDE DR, REDLANDS CA	910 CREEKSIDE DR, B17-00454	05/11/17	500.00
GENERAL (101)	TEJADA, MARIO	1332 JASPER, MENTONE	1465 CHARLESTON LANE, B16-17037	12/07/16	500.00
GENERAL (101)	THORNBERG, VALERIE	954 NOTTINGHAM DR, REDLANDS, CA 92373	954 NOTTINGHAM DR, B14-11873	11/26/14	500.00
GENERAL (101)	TOMMORROWLAND LLC	18 E STATE ST #205, REDLANDS	47 1ST ST, B17-00603	07/10/17	331.40
GENERAL (101)	TRINITY CHURCH	419 S 4TH STREET	419 S 4TH ST, B15-13775	11/29/16	1,000.00
GENERAL (101)	TUFF SHED	1777 S. HARRISON ST, DENVER, CO 80210	B17-01129, 917 E. DELAWARE	07/03/17	500.00
GENERAL (101)	VALENZUELA, ALEJANDRO	370 FRANKLIN AVE	370 FRANKLIN, B15-13849	08/25/15	500.00
GENERAL (101)	WATKINS, CHRIS	176 ROSA COURT, COLTON CA 92324	622 ORCHARD DRIVE, B17-00812	08/31/17	500.00
GENERAL (101)	WAUCHOPE, JOHN	1321 DRAKE RIDGE CREST	1321 DRAKE RIDGE CREST, B15-14030	11/12/15	500.00
GENERAL (101)	WILHITE LANGLEY INC	21800 BARTON RD #102, GRANDTERRACE, 92313	338 GRANT ST, B17-00494	06/12/17	500.00
GENERAL (101)	WOOD, DAVID	900 E WASHINGTON ST, COLTON, CA 92324	345 SUMMIT AVE, B14-11521	04/06/15	500.00
GENERAL (101)	YARNALL, DAVID (PD CONTRACTING)	3921 ALAMO ST, RIVERSIDE, CA 92501	1005 LA FLORA DR, B15-14640	12/15/15	500.00
GENERAL (101)	YENOMON INVESTMENT CORP	33836 OLDTRAIL DRIVE, YUCAIPA 92399	1463 ROSEHILL CREST, B17-01853	10/11/17	500.00
GENERAL (101)	YOUNGREN CONSTRUCTION INC	443 EAST ALVARADO STREET, FALLBROOK, CA 92028	31420 HIGHVIEW, GP16-0003	03/31/16	500.00

Product	*Requested Placement*	*Requested Position*	*Run Dates*	*# Inserts*
Redlands Daily Facts	Legals CLS	City Notices - 1076~	05/01/22, 05/08/22	2

Order Charges:

Net Amount	*Tax Amount*	*Total Amount*	*Payment Amount*	***Amount Due***
6,290.00	0.00	6,290.00	0.00	**$6,290.00**

If this confirmation includes an advertising proof, please check your proof carefully for errors, spelling, and/or typos. Errors not marked on the returned proof are not subject to credit or refunds.

Please note: To meet our printer's deadline, we must have your proof returned by the published deadline, and as indicated by your sales rep.

Please note: If you pay by bank card, your card statement will show the merchant as "SoCal Newspaper Group".

C:\Program Files\NEWSCYCLE Solutions\AdBase Services\AdbaseWebServices\5163825a-ff8d-4cd7-8b61-b16cfdb9e8db_SCNG Order Confirmation.rpt 649412:923 r.LP22-03/14/17 Database: SCNG_PROD

City Council Meeting **H. 9.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an Agreement with San Bernardino County for the Collection of Special District Assessments (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to approve an agreement with the County of San Bernardino for the collections of special taxes, fees, and assessments on behalf of the City.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with the County of San Bernardino under which the County will collect special taxes, fees, and assessments on behalf of the City.

DISCUSSION:

The City has for many years maintained a number of special districts for the operation and maintenance of certain City-owned public spaces. These districts are funded through annual property tax assessments on implicated parcels. Under a 1997 agreement, these assessments have been collected by the County of San Bernardino Auditor-Controller/Treasurer/Tax Collector (County) on behalf of the City in conjunction with County-wide property tax collection.

Beginning in fiscal year 2016, the County began requiring the City to enter into an annual agreement authorizing continued County collection of special district assessments on behalf of the City. The County requests a nominal fee to cover the cost of collection and disbursement of the tax assessments to the City.

Staff is seeking Council approval of the attached agreement to collect the taxes related to City Community Facilities Districts (CFDs), Landscape Maintenance Districts (LMDs), and Street Lighting Districts (SLDs) and the Paramedics Assessment.

ALTERNATIVES:

Council may decide not to implement an agreement with the County and instead manage special district tax collection in another manner; however, this will require City staff to perform this collection process.

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: 2021-2022

Appropriation Required Y/N: No

Discussion:

There is no impact as a result of approving the agreement with San Bernardino County. Nominal fees will be collected in exchange for the County using its process to collect the City's assessments, which are considerably lower than would be if the City took on the collection process itself.

Attachments

Agreement with San Bernardino County Collection of Special Assessments

---

AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR

AGREEMENT FOR COLLECTION OF SPECIAL

TAXES, FEES, AND ASSESSMENTS

FISCAL YEAR 2023-24

THIS AGREEMENT is made and entered into this 20th day of June, 2023, by and between the COUNTY OF SAN BERNARDINO, hereinafter referred to as "County" and the City of Redlands, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any city, school district, special district, zone or improvement district thereof; and

WHEREAS, the City and County have determined that it is in the public interest that the County, when requested by City, collect on the County tax rolls the special taxes, fees, and assessments for City.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by City as hereinafter provided to collect on the County tax rolls the special taxes, fees, and assessments of City, and of each zone or improvement district thereof.

2. When County is to collect City's special taxes, fees, and assessments, City agrees to notify in writing the Auditor-Controller (268 W. Hospitality Lane, 4TH floor, San Bernardino, CA 92415) of the County on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to be so collected. Any such notice, in order to be effective, must be received by the Auditor-Controller by said date.

3. County may charge City an amount per parcel for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the City, not to exceed County's actual cost of collection.

4. City warrants that the taxes, fees, or assessments imposed by City and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to, Articles XIIIC and XIIID of the California Constitution (Proposition 218).

5. City hereby releases and forever discharges County and its officers, agents, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of City's responsibility under this

agreement, or other action taken by City in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees or assessments as contemplated in this agreement.

6. The County Auditor-Controller has not determined the validity of the taxes or assessments to be collected pursuant to this contract, and the undersigned City hereby assumes any and all responsibility for making such a determination. The undersigned City agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract or the imposition of the taxes or assessments collected pursuant to this contract, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law. If any judgment is entered against County or any other indemnified party as a result of action taken to implement this Agreement, City agrees that County may offset the amount of any judgment paid by County or by any indemnified party from any monies collected by County on City's behalf, including property taxes, special taxes, fees, or assessments. County may, but is not required to, notify City of its intent to implement any offset authorized by this paragraph.

7. City agrees that its officers, agents and employees will cooperate with County by answering inquiries made to City by any person concerning City's special tax, fee, or assessment, and City agrees that is officers, agents, and employees will not refer such individuals making inquiries to County officers or employees for response.

8. City shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by City shall be void and shall immediately and automatically terminate this agreement

9. This agreement shall be effective for the 2023-24 fiscal year.

10. Either party may terminate this agreement for any reason upon 30 days written notice to the other party. The County Auditor-Controller shall have the right to exercise County's right and authority under this contract including the right to terminate the contract.

11. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

12. Each person signing this agreement represents and warrants that he or she has been fully authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

City: City of Redlands

By: _____

Printed Name: Eddie Tejeda

Title: Mayor

Date: 6/20/23

ENSEN MASON CPA, CFA,
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

By Authorized Deputy: _____

Printed Name: Franciliza Zyss

Title: Interim Chief Deputy, Property Tax

Date: _____

City Council Meeting **H. 10.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the single-source purchase of DIMS Linear Systems software in the amount of $43,997.14 (Police Chief Tolber)

MOTION(S):

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

move to approve the single-source purchase of DIMS Linear Systems software in the amount of $43,997.14.

RECOMMENDATION:

Staff recommends that Council approve the single-source purchase of DIMS Linear Systems software in the amount of $43,997.14.

DISCUSSION:

The ability to collect and store digital evidence is crucial for any modern law enforcement agency. DIMS Linear Systems provides solutions for complex chain of custody, digital evidence management and evidence management in a 24/7/365 environment. Any loss of digital evidence would be catastrophic to Redlands Police Department's reputation and to the respective case. DIMS Linear Systems is critical to the everyday operations of the police department in regards to the investigation, arrest, and the prosecution of criminals. DIMS Linear Systems provides the highest quality evidence collection and retention products dealing with digital evidence. The DIMS System supports the acquisition, processing, and distribution of thousands of different manufacturer's devices and file formats while maintaining original evidence (digital cameras, digital pocket recorders, 911 audio, BWC, in-car video, helicopter video with metadata, CCTV crime scene forensic video, spherical VR datasets with photogrammetry, interrogation room evidence, documents, spreadsheets, crime

scene diagrams, PDFs, and others). DIMS manages and transports a very high volume of excessively large files without impacting Redlands PD's existing operations and network data workflow.

Redlands PD currently uses DIMS Linear Systems but it is outdated and in need of an overhaul. The current system has slowed and almost crashed multiple times with the server being at capacity. New software may not be fully compatible with existing technology. The acquisition of the following equipment is needed to ensure that no digital evidence is lost.

Fixed Assets:
3 Quantity #LS-125 DIMS Enhanced Performance Digital Acquisition Station Kiosk $9,558.00

1 Quantity #LS-6200XR DIMS Database Case Management Decoding ImageServer Rackmount 64.0TB $13,500.00

1 Quantity #LS-660XR-FS DIMS FailSafe ImageServer Redundant Network Storage Solution 64.0TB $18,500.00

1 Quantity #LS-600XN-FS DIMS FailSafe ImageServer Network Attached Storage 64.0 TB $5,722.00

IT staff has attended meetings and has been consulted during the DIMS upgrade process. Currently, our system is at 97% capacity which is a great concern for both IT staff as well as police administration. The IT staff also believes the product and hardware upgrade is a necessity, and it will work with our current hardware for the police department.

Originally, DIMS Linear Systems quoted a price of $51,265 for all of the aforementioned equipment and software. Staff negotiated back and forth with the company and settled on a price of $43,997.14 for an overall savings of $11,747.00. The price reduction was due to a "preferred customer discount."

ALTERNATIVES:

Do not approve the purchase of DIMS Linear Systems software in the amount of $43,997.14.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Police Chief

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

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

PREPARED BY:
Shayna Walker, Operations Manager

Fiscal Impact

Fiscal Year:	22-23
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$43,997.14
Budgeted Y/N:	Y
Account No.:	249200 6703

Discussion:

Funding for this purchase is included in the adopted budget for FY 2023 within the Supplemental Law Enforcement Services Fund (249).

Attachments

Sole Source Letter
DIMS Quote
Signed Single Sole Source_DIMS

April 14, 2023

Sgt. Patrick Leivas
Redlands Police Department
1270 W Park Ave
Redlands, CA 92373

RE: Sole Source Justification Letter

Sgt. Leivas,

Linear Systems certifies that we are the sole source provider for the DIMS (Digital Information Management) hardware/ software solution. Linear systems is also the only company that can produce, service, update and support the systems manufactured by Linear Systems, Inc. This includes but is not limited to:

- #LS-6200XR DIMS Database Case Management Decoding ImageServer
- #LS-660XR-FS DIMS FailSafe ImageServer Redundant Network Storage Solution
- #LS-125 DIMS Enhanced Performance Digital Acquisition Station Kiosk

If there are any questions or if additional information is needed, please contact Alejandra (Alex) Whittle at 813-513-7788.

Very Respectfully,

Alejandra Whittle
Strategic Account Executive, Florida Branch
Linear Systems, Inc.
(813) 513-7788 office
alex@linear-systems.com
www.linear-systems.com

LINEAR SYSTEMS
LAW ENFORCEMENT
DIVISION

Redlands Police Department DIMS Refresh

4/18/2023 11:04:59 AM

Equipment	*Phase*	*Quantity*	*Unit $*	*Extended $*	*Total $*	
Digital Information Management System Acquisition Solution						$9,558.00
#LS-125 DIMS Enhanced Performance Digital Acquisition Station Kiosk	Phase II				$9,258.00	
DIMS Systems Enhanced Performance Digital Asset Acquisition Station w/o DIMS		3	$2,300.00	$6,900.00		
16.0GB RAM w/ enhanced graphics processor unit		3		$0.00		
32 mode high performance multi-function reader USB 3		3		$0.00		
22" LCD high-def high-res Acquisition Station display w/ speakers		3		$0.00		
MS Windows 10.0 Pro 64-bit		3		$0.00		
DIMS 1TB Internal SSD Subsystem		3	$200.00	$600.00		
UPS system		3	$186.00	$558.00		
Installation @ Linear		3	$400.00	$1,200.00		
#LS-125 DIMS Acquisition Kiosk & Workstation Options	Phase II				$300.00	
Blu-ray /R /RE 50GB 4x writer w/ DIMS Writer Module (replace DVD)		0	$500.00	$0.00		
Double layer DVD writer w/ DIMS Writer Module		3	$100.00	$300.00		
2.0TB upgrade Acquisition Station & External Subsystem		0	$400.00	$0.00		
24" LCD high-def high-res Acquisition Station display upgrade w/ speakers		0	$140.00	$0.00		
DIMS Enhanced foot pedal for audio transcription module		0	$250.00	$0.00		
Digital voice recorder for law enforcement (includes manufacturer's audio codec license)		0	$60.00	$0.00		
Digital Information Management System Software						$3,985.00
Linear DIMS 2 Core software multi-user single-station license	Phase II				$3,985.00	
DIMS 2 Core software w/ Linear 64-Bit image encryption authentication/validation module		0	$995.00	$0.00		
DIMS Live Lab Command Console Module		0	$995.00	$0.00		
DIMS Proprietary File Format Acquisition Module		3	$995.00	$2,985.00		
DIMS Audio Transcription Module for digital pocket recorders (requires Audio Module)		0	$550.00	$0.00		
DIMS Transcription Enhanced Foot Pedal (requires DIMS Transcription & Audio Module)		0	$250.00	$0.00		
DIMS iPhone/Android/Smartphone Acquisition Module *		0	$995.00	$0.00		
DIMS In-car Digital Video Acquisition Module (import from existing system export) *		0	$995.00	$0.00		
DIMS Body Worn Camera Acquisition Module (manufacturer specific) *		0	$995.00	$0.00		
DIMS BOLO Management Module		0	$995.00	$0.00		
DIMS Kiosk Manager Module blind download menu multipurpose system configuration		0	$995.00	$0.00		
DIMS Disaster Recovery Offsite Storage Module DVD/Blu-ray (requires DIMS Writer)		0	$500.00	$0.00		
DIMS Leica ScanStation or Faro Scene Data Management Module		1	$250.00	$250.00		
DIMS Taser-Cam Video Acquisition Module		0	$250.00	$0.00		
DIMS AFIS Export Module w/ 1:1 calibration (requires DIMS)		0	$250.00	$0.00		
DIMS Photoshop Export w/ Advanced Audit Tracking (requires Photoshop & DIMS)		3	$250.00	$750.00		
DIMS Software Strategic Customer Upgrade Program		3	$0.00	$0.00		
****** DIMS license includes unlimited users per station***						
**** Requires preliminary testing for acceptance. May require API or SDK with cooperation from vendor.***						
Digital Information Management System						$32,000.00
#LS-6200XR DIMS Database Case Management Decoding ImageServer Rackmount 64.0TB	Phase II				$13,500.00	
DIMS ImageServer 2U chassis redundant 500W power supplies w/ 8 SATA II bays		1	$12,500.00	$12,500.00		
64.0TB RAID 6 array		1	$0.00	$0.00		
16.0TB auto hot spare auto rebuild (64.0TB total drive capacity 48.0TB usable)		1	$0.00	$0.00		
8.0TB RAID certified server class high speed hard drives		1	$0.00	$0.00		
Installation @ Linear		1	$1,000.00	$1,000.00		
*** This unit does not include UPS						
#LS-660XR-FS DIMS FailSafe ImageServer Redundant Network Storage Solution 64.0TB	Phase II				$18,500.00	
DIMS ImageServer 2U chassis redundant 500W power supplies w/ 8 SATA II bays		1	$12,500.00	$12,500.00		
64.0TB RAID 6 array		1	$0.00	$0.00		
16.0TB auto hot spare auto rebuild (64.0TB total drive capacity 48.0TB usable)		1	$0.00	$0.00		
8.0TB RAID certified server class high speed hard drives		1	$0.00	$0.00		
DIMS FailSafe multi-user case management database (redundant/mirrored)		1	$5,000.00	$5,000.00		
Installation @ Linear		1	$1,000.00	$1,000.00		
*** This unit does not include UPS						
DIMS ImageServer FailSafe NAS option 3rd Repository						$5,722.00
#LS-600XN-FS DIMS FailSafe ImageServer Network Attached Storage	Phase II				$5,722.00	
64.0 TB (**64.0TB** total drive capacity ~48.0TB usable) 64bit 6 bay NAS RAID 6		1	$5,722.00	$5,722.00		
*** This unit does not include UPS						
Digital Information Management System Acquisition Maintenance & Support						$0.00
Advanced replacement maintenance & support contract	Phase II				$0.00	
1 year advanced replacement service for Acquisition station		3	$0.00	$0.00		
DIMS telephone technical support software only (normal business hours)		1	$0.00	$0.00		
Maintenance & support contract	Phase II				$0.00	
1 year #LS-660XR DIMS ImageServer with Case Management & Storage		1	$0.00	$0.00		
1 year #LS-660XR DIMS FailSafe ImageServer Redundant Network Storage Solution		1	$0.00	$0.00		
1 year #LS-600XN-FS DIMS ImageServer Network Attached Storage System (3rd)		1	$0.00	$0.00		
Digital Information Management System ImageServer Maintenance & Support (Year 2-5)						$0.00
Maintenance & support contract	Option				$0.00	
Additional year DIMS Database Case Management Decoding ImageServer		0	$2,700.00	$0.00		
Additional year DIMS FailSafe ImageServer RNSS		0	$1,850.00	$0.00		
Additional year DIMS FailSafe ImageServer RNSS as a 3rd repository		0	$570.00	$0.00		
1 year advanced replacement service for Acquisition station		0	$383.00	$0.00		

		$51,265.00
Linear Systems Preferred Customer Discount Program Upgrade		($11,747.00)
Errors & Omissions Professional Liability Insurance (Option)	Yes	$1,000.00
Subtotal		$40,518.00
Sales Tax	8.75%	$2,829.14
Shipping		$650.00
TOTAL		$43,997.14

***** This pricing includes "Sole Source Discount". If this purchase requires a RFP, pricing will be higher. ***** Approximate Discount **($11,747.00)**

***** All listed capacities assume 1.0TB = 1,000,000,000,000 bytes. *****

***** Discount only applies if agency purchases ALL components at listed price on this quote. *****

***** ACH or check is acceptable payment methods unless arranged & agreed to in advance. *****

Upgrades

Options

***** For upgrades, new equipment will be shipped in advance for data transfer with no downtime *****

***** Linear will charge additional fees if City/County/State levies fees for Business License or Sales Tax. *****

***** Linear Tier 1 Discount & manufacturers subsidy included in price. *****

***** Linear will charge additional fees if City/County/State requires non-standard insurance requirements that are not preapproved. *****

***** Issuance of a Purchase Order or verbal approval of this proposal acknowledges that the City/County/State agrees to the terms above. *****

***** Extra discount included will provide Linear with flexible install timeframe*****

Linear Systems, Inc.
Rancho Cucamonga, CA
909-899-4345
909-899-4346 fax
www.linear-systems.com

LINEAR SYSTEMS
LAW ENFORCEMENT DIVISION

Contact: Alex Whittle
awhittle@linear-systems.com

Valid until: 6/17/2023
Terms: N-30
Ship Via: Truck

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: 4/17/23

TO: Purchasing Division

FROM: Shayna Walker

Purchase Requisition # _____

Estimated Total Cost: $ $43,997.14

Proposed Vendor: DIMS Linear Systems

Request Term: 1 year

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: DIMS Linear Systems

Manufacturer/Model Number: _____

Age: 10-15 years

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:

DIMS Linear Systems: Provides solutions for complex chain of custody, digital evidence management and evidence management in a 24/7/365 environment. Any loss of digital evidence would be catastrophic to Redlands Police Department's reputation and to a case. DIMS Linear Systems is critical to the everyday operations of the Police Department for a successful investigation, arrest and the prosecution of criminals; all of which are directly dependent on the evidence collection and retention systems. DIMS Linear Systems provides the highest quality

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:

Lenslock

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.

Shayna Walker Patrick Leivas

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

The department would work with IT on trying to find a different solution with the understanding that it would come at a much higher cost being a stand alone program.

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

Shayna Walker Digitally signed by Shayna Walker DN: cn=Shayna Walker, o=Redlands PD, ou=Police, email=swalker@redlandspolice.org, c=US Date: 2023.04.17 10:12:31 -07'00' 04/17/2023

Prepared by Date

Rachel Tolber Digitally signed by Rachel Tolber Date: 2023.04.17 12:34:46 -07'00' 04/17/2023

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

City Council Meeting **H. 11.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an agreement between the City of Redlands and the University of Redlands for event services for the Redlands Emergency Services Academy, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Police Chief Tolber)

MOTION(S):

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

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

2. I move to approve the agreement between the City of Redlands and the University of Redlands for event services for the Redlands Emergency Services Academy.

RECOMMENDATION:

Staff recommends that the City Council approve the agreement between the City of Redlands and the University of Redlands for event services for the Redlands Emergency Services Academy beginning Wednesday, July 12, 2023, through Wednesday, July 19, 2023, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Redlands Emergency Services Academy (RESA) is a partnership with the Redlands Police Department, Redlands Fire Department, Crafton Hills College, and the University of Redlands to provide graduating high school students with a rigorous, hands-on introduction to public safety careers. The week-long academy gives local students interested in careers in emergency services an opportunity to learn from Redlands police officers and firefighters. Many participants have gone on to careers in both fields. For over twenty years, the University of Redlands has provided RESA with the use of their facilities to include housing, meeting rooms, and meals. The agreement incorporates costs associated with RESA program activities that take place on the campus. A portion of these costs are underwritten by the University of Redlands. The remaining costs will be funded through donations from the community and local organizations. Currently, RESA has applied for several donations, including a $30,000 grant from San Manual Band of Mission Indians, a $10,000 grant from Stater Brothers, a $12,000 grant from Tom Bell, a $500 donation from Redlands Police Officers' Association, and a $500.00 donation from Redlands Professional Firefighters' Association. The total cost for the University of Redlands, including sleeping rooms, facility rentals, and meals, and graduation banquet is $50,167.00. The University of Redlands and Harvest Table have agreed to underwrite (donate) $39,825.99 for sleeping rooms, meals, and facility rentals. This leaves RESA responsible for $10,341.01 to cover fees, meals and graduation banquet meals and service. This amount is covered by the grants/donations, leaving no fiscal impact to the General Fund.

ALTERNATIVES:

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

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:

Rachel Tolber, Police Chief

RECOMMENDED BY:

Charles M. Duggan, Jr., City Manager

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

PREPARED BY:
Sergeant Dominick Povero, Police Department

Fiscal Impact

Fiscal Year: 2023-24

Appropriation Required Y/N: No

Discussion:

There is no fiscal impact to the General Fund. The costs of the program will be fully covered by grants and/or donations.

Attachments

RESA Agreement

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

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

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

EVENT SERVICES AGREEMENT

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

Agreement Issue Date: June 07, 2023

Agreement Expiration Date: June 28, 2023
To give the User time to review, consider, and finalize this Agreement, the University will reserve the event dates and event spaces that are the subject of this Agreement until the Agreement Expiration Date as a courtesy to the User. If the User has not returned the completed/executed Agreement, together with any required deposits and documents, the User understands that the University may release, and not hold, the dates and space.

Subject of this Agreement: Redlands Emergency Services Academy (RESA) - 2023-ABLXXG

RESERVATIONS

Wednesday, July 12, 2023

12:01 AM - 11:59 PM Expected Attendance:30

Grossmont Hall (120)

07:00 AM - 08:30 AM

Breakfast at The Table

07:00 AM - 07:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM

Dinner at The Table

Thursday, July 13, 2023

Thursday, July 13, 2023

12:01 AM - 11:59 PM Expected Attendance:30

Grossmont Hall (120)

07:00 AM - 08:30 AM

Breakfast at The Table

07:00 AM - 07:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM

Dinner at The Table

Friday, July 14, 2023

12:01 AM - 11:59 PM Expected Attendance:30

Grossmont Hall (120)

07:00 AM - 08:30 AM

Breakfast at The Table

07:00 AM - 07:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM

Dinner at The Table

Saturday, July 15, 2023

12:01 AM - 11:59 PM Expected Attendance:30

Grossmont Hall (120)

07:00 AM - 08:30 AM

Breakfast at The Table

07:00 AM - 07:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM

Dinner at The Table

Sunday, July 16, 2023

12:01 AM - 11:59 PM Expected Attendance:30

Grossmont Hall (120)

Sunday, July 16, 2023

07:00 AM - 08:30 AM

Breakfast at The Table

07:00 AM - 07:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM

Dinner at The Table

Monday, July 17, 2023

12:01 AM - 11:59 PM Expected Attendance:30

Grossmont Hall (120)

07:00 AM - 08:30 AM

Breakfast at The Table

07:00 AM - 07:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM

Dinner at The Table

Tuesday, July 18, 2023

12:01 AM - 11:59 PM Expected Attendance:30

Grossmont Hall (120)

07:00 AM - 08:30 AM

Breakfast at The Table

07:00 AM - 07:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM

Dinner at The Table

Wednesday, July 19, 2023

12:01 AM - 11:59 PM Expected Attendance:30

Grossmont Hall (120)

07:00 AM - 08:30 AM

Breakfast at The Table

Wednesday, July 19, 2023

07:00 AM - 07:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 08:00 PM Reserved from 02:00 PM to 08:30 PM Expected Attendance:125

Orton Center

This space intentionally left blank.

FINANCIALS

	List Price	Adjustment		Sub Total for Jul 12 2023
Grossmont Hall (120)	$33,600.00	(100%)	University Sponsorship	$.00
Conference - Service Fee		$1,200.00	8 days at $150/day	$1,200.00
				$1,200.00

	List Price	Adjustment		Sub Total for Jul 12 2023
Larsen Hall Rm 127	$6,000.00	(100%)	University Sponsorship	$.00
AV – Classroom AV Base Package	$320.00	(100%)	University Sponsorship	$.00
				$.00

	List Price	Adjustment	Sub Total for Jul 12 2023
Standard Breakfast ($10.85, plus tax)	$2,604.00		$2,831.85
Standard Dinner ($13.30, plus tax)	$2,793.00		$3,037.39
			$5,869.24

	List Price	Adjustment		Sub Total for Jul 19 2023
AV – Conference AV Base Package	$100.00	(100%)	University Sponsorship	$.00
HT - Catering Requested		$3,271.77	* ESTIMATE USING 2022 TOTAL	$3,271.77
				$3,271.77

TOTAL MINIMUM INITIAL PROJECTED AMOUNT: $10,341.01

Non-Refundable Reservation Deposit (25%): $2,585.25

Minimum Revenue Requirement (80%): $8,272.81

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

This space intentionally left blank.

I. RESERVATION

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

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

II. VENUE(S)

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

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

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

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

The University of Redlands strives to be inclusive of all individuals with disabilities and/or limited mobility of varying degrees on our campus. Despite our efforts to be inclusive, some buildings and other venues are not fully accessible because of the age of the building/venue. To provide for all individuals, it is imperative that the User communicates as early as possible in the planning process with regard to attendees with special needs (including housing). Strong pre-planning will allow us to create a program that meets the needs of your entire group with the venues that are available.

III. HOUSING

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

A. Specific Residence Hall/Apartments

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

B. Check-In and Check-Out

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

C. Rooming List

A FINAL rooming list of all guests must be submitted to Event Services no less than fourteen (14) days

prior to the first day of guest arrival. The FINAL rooming list must include: each guest's first and last names and room assignment.

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

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

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

D. Safety Requirements

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

E. Notice of Onsite Staff

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

F. Right of Entry

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

G. Quiet Hours

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

H. After Hours

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

I. Linens

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

J. Pillows

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

IV. FOOD SERVICE PLANS

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

A. Exclusive Provider

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

B. Regular Summer Dining Hours at The Table

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

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

C. Standard Meal Plans

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

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

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

D. Final Guarantee for Standard Meal Plans

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

E. Water Stations

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

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

F. Catering

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

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

G. Alcoholic Beverages

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

prohibited by California law.

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

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

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

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

V. ADDITIONAL SERVICES AND/OR EQUIPMENT

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

VI. FINANCIAL TERMS AND CONDITIONS

The following financial terms and conditions apply to this Agreement.

A. Minimum Revenue Requirement

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

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

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

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

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

B. Service Fee

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

C. Payment

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

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

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

A $25.00 fee will be assessed for returned checks.

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

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

General questions regarding billing should be addressed with Event Services.

D. Deposit Payment

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

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

E. Payment Schedule

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

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

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

F. Additional Charges

1. Damages

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

2. Cleaning

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

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

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

3. Services or Equipment from the University

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

4. Services or Equipment from Outside the University

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

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

5. Room Setup Changes or Late Submissions

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

6. Time Charges

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

7. Late Housing Lists

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

8. Lost Keys

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

9. Pool Passes

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

10. Fitness Center Passes

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

VII. TERMINATION/CANCELLATION

A. Termination of Agreement by the University

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

B. Termination of Agreement by the User

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

VIII. INSURANCE

The University requires all non-university events to carry comprehensive general liability insurance. A certificate of insurance can be purchased through Campus Connexions, the University of Redlands' special event insurance partner: https://redlands.campusconnexions.com/student-insurance/tenant-user-liability-insurance.html. A certificate of insurance can also be obtained through an existing business or homeowner's insurance company. Most insurance companies will provide a rider policy for the day of the event for a nominal fee. This service works for events that are personal in nature - i.e. weddings, parties, anniversaries, graduation parties, etc. Comprehensive General Liability insurance must list the University of Redlands, its trustees, officers, employees, representatives, and assigns as an additional insured on a primary and non-contributory basis, and must include a waiver of subrogation. A certificate of insurance should be issued by the carrier in the amount of $1,000,000 for each occurrence and $2,000,000 for general aggregate. **The certificate of liability insurance must be received by the University thirty (30) days from the Agreement date**.

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

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

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

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

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

User may self-insure or maintain the insurance coverage set forth in this provision.

VIX. FORCE MAJEURE

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

X. MISCELLANEOUS

A. Animals

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

B. Bicycles

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

C. Cooking Appliances

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

D. Decorations

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

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

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

E. Drugs

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

F. Elevators

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

G. Equipment

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

H. Fire Safety

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

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

I. Food Outside of the Irvine Commons

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

J. Gambling

Gambling of any nature is strictly prohibited on University property.

K. Harassment

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

L. Internet

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

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

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

M. Language

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

N. Medical Emergency / Injury

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

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

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

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

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

P. Misconduct

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

Q. Packages

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

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

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

R. Personal Property

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

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

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

S. Pool Etiquette/Safety Rules

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

T. Public Safety

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

U. Publications and Sales

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

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

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

User must first obtain written approval from the University.

V. Quiet Hours

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

W. Smoking

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

X. University Rules and Policies

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

Y. Vehicles and Parking

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

Z. Visitation

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

AA. Weapons

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

BB. Windows

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

XI. EXTERNAL SERVICE PROVIDERS

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

XII. INDEMNIFICATIONS

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

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

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

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

XIII. COMPLIANCE WITH STATE AND LOCAL LAWS AND REGULATIONS

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

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

XIV. DISPUTE RESOLUTION

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

Arbitration

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

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

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

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

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

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

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

XV. NON-DISCRIMINATION

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

XVI. ENFORCEMENT

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

XVII. PREVAILING LANGUAGE

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

XVIII. ENTIRE AGREEMENT

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

XIX. FILM SHOOT

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

This space intentionally left blank.

XX. Mutual and Binding Agreement

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

City of Redlands

Signature

Date

Printed Name
Eddie Tejeda, Major

ATTEST:

City Clerk

University of Redlands

Signature

Date

Printed Name

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

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

Revised January 2023

City Council Meeting **H. 12.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8488 for a new connection to the City of Redlands water distribution system and sewer collection system at 2160 Nice Avenue (APN: 0298-231-06-0000) in the unincorporated community of Mentone, adopt Resolution No. 8489 relating to Pre-Annexation Agreement No. 23-07 and determine that approval of the Resolutions is exempt from environmental review pursuant to Sections 15303 and 15319 of the California Environment Quality Act (CEQA) guidelines (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8488.

I move to adopt Resolution No. 8489.

RECOMMENDATION:

Staff recommends City Council adoption of Resolution No. 8488 for a new connection to the City of Redlands water distribution system and sewer collection system at 2160 Nice Avenue in the unincorporated community of Mentone, Outside Service Case (OSC) No. 23-07, and determine that the Resolution is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of the California Environment Quality Act (CEQA) guidelines.

Upon City Council adoption of Resolution No. 8488 Staff recommends City Council adoption of Resolution No. 8489 to approve Pre-Annexation No. 23-07 for the provision of water and sewer service to a 12,380 square-foot parcel located at 2160 Nice Avenue in the unincorporated community of Mentone, and determine that approval of Resolution No. 8489 is exempt from environmental review pursuant to Sections 15319 and 15303 of the California Environmental

Quality Act guidelines.

DISCUSSION:

Staff recently received a water connection and sewer connection application, from Michael Guilliam and Tanna Guillian, Husband and Wife as Joint Tenants, for the property located at 2160 Nice Avenue (APN 0298-231-06-0000), in the unincorporated community of Mentone, which is a vacant parcel located approximately 1.20 miles east and 0.37 miles south of the Redlands city limits in the Mentone area. The applicant is proposing to connect to City water service and sewer service to enable the development of the parcel with a single-family residence.

The Redlands Municipal Code (RMC) requires the Municipal Utilities and Engineering Department (MUED) Director and Development Services Department (DSD) Director to present completed applications for utility connections outside the city limits to the City Council for a determination if the public health, safety and welfare, and the best interests of the citizens of Redlands is served by the application, and to provide direction to staff regarding the preparation of a pre-annexation agreement.

The following items were reviewed and deemed complete by the MUED and DSD Directors:

1. Application for availability for an OSC water connection and sewer connection;
2. Application for environmental review and a pre-annexation agreement;

OSC 23-07 is a small project including one (1) lot proposed for the future construction of a single-family residential development (see Attachment A-1). The number of service connections for small projects outside of the City is limited to 25 per year per Measure U.

Pursuant to the RMC, the City Council may consider the following factors in making its determination that the public health, safety and welfare, and the best interests of the citizens of Redlands are served by the application:

1. The relationship of the property and its proposed use to the City's General Plan and zoning ordinances;
2. The relationship of the property and its proposed use to the City's Water Master Plan, the City's Water Capital Improvement Programs, the City's Sewer Master Plan, and the City's Sewer Capital Infrastructure program;
3. The proximity of the property to the City's boundaries and existing utility infrastructure;
4. The proposed potential for new revenue sources for the City to pay for City services provided to the project as a result of annexation and development of the property; and,
5. The standards proposed for development of the property.

Approval of OSC 23-07 allows the applicant to physically connect to the water and sewer systems, which serves the public health, safety and welfare, and the best interests of the citizens of Redlands.

Consistency with the General Plan:

The subject property is located in the Low/Medium Density land use designation of the General Plan, which supports residential uses such as single-family homes. The property is approximately 0.29 acres and is currently undeveloped. The eventual use of this parcel is consistent with the City of Redlands General Plan.

Water and Sewer facilities are already site adjacent to an 8” water main and 8” sewer main on Nice Avenue.

The site is located in the County of San Bernardino and the County would be the approval authority for any future construction on this parcel due to the site's location outside of the City limits. The County does not provide domestic water or sewer services to the site. The City of Redlands has the ability to provide both water and sewer services to unincorporated areas surrounding the City. By adoption of Resolution 8488, the City Council authorizes staff to proceed with the preparation of a Pre-Annexation Agreement for the subject property. In the interests of expediency, a Pre-Annexation Agreement has already been prepared and is attached to Resolution No. 8489 (Attachment D). This request for a Pre-Annexation Agreement is necessary for the property owner to obtain City water service and sewer service.

Regarding General Plan Consistency, the subject property has a lot area of approximately 12,380 square feet, and a General Plan land use designation of Low Density Residential, which allows up to six units per acre. The applicant is working with the County of San Bernardino for the construction of a single-family residence. Development of the site with a single-family residence will be consistent with the General Plan’s land use designation as Low Density Residential. In the event that the property is annexed into the City, the property would most appropriately be zoned Single-Family Residential (R-1) under the City’s zoning code. The proposed development of the site with a single-family residential use is permitted in the R-1 District. By adopting Resolution No. 8488 the City Council finds that Outside City Case No. 23-07 for water distribution system and sewer collection system connection to 2160 Nice Avenue, Mentone is consistent with the Redlands General Plan and the public health, safety and welfare of the citizens of Redlands.

The “project” before the City for purposes of the California Environmental Quality Act (CEQA) is the decision by the City Council to enter into a Pre-Annexation Agreement with the property owner for a parcel located outside the City. This will enable the provision of City domestic water service and sewer service,

making it possible for the property owner to develop the site with a single-family residence. This type of application is exempt from environmental review pursuant to CEQA Guidelines Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities) and Section 15303 (New Construction of Small Structures), which exempts construction of a single-family residence and extensions of water mains of a reasonable length to support the construction of a single-family residence. There is no possibility of any significant environmental effects as a result of the Pre-Annexation Agreement.

ALTERNATIVES:

City Council may deny the staff recommendation if Council determines OSC 23-07 does not serve the public health, safety, and welfare, and the best interests of the citizens of Redlands, or is inconsistent with the General Plan.

Additionally, the City Council can continue the item and request more information on any specific concerns.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
John Harris, Municipal Utilities and Engineering Director

PREPARED BY:
Donald Young, One Stop Permit Center Manager

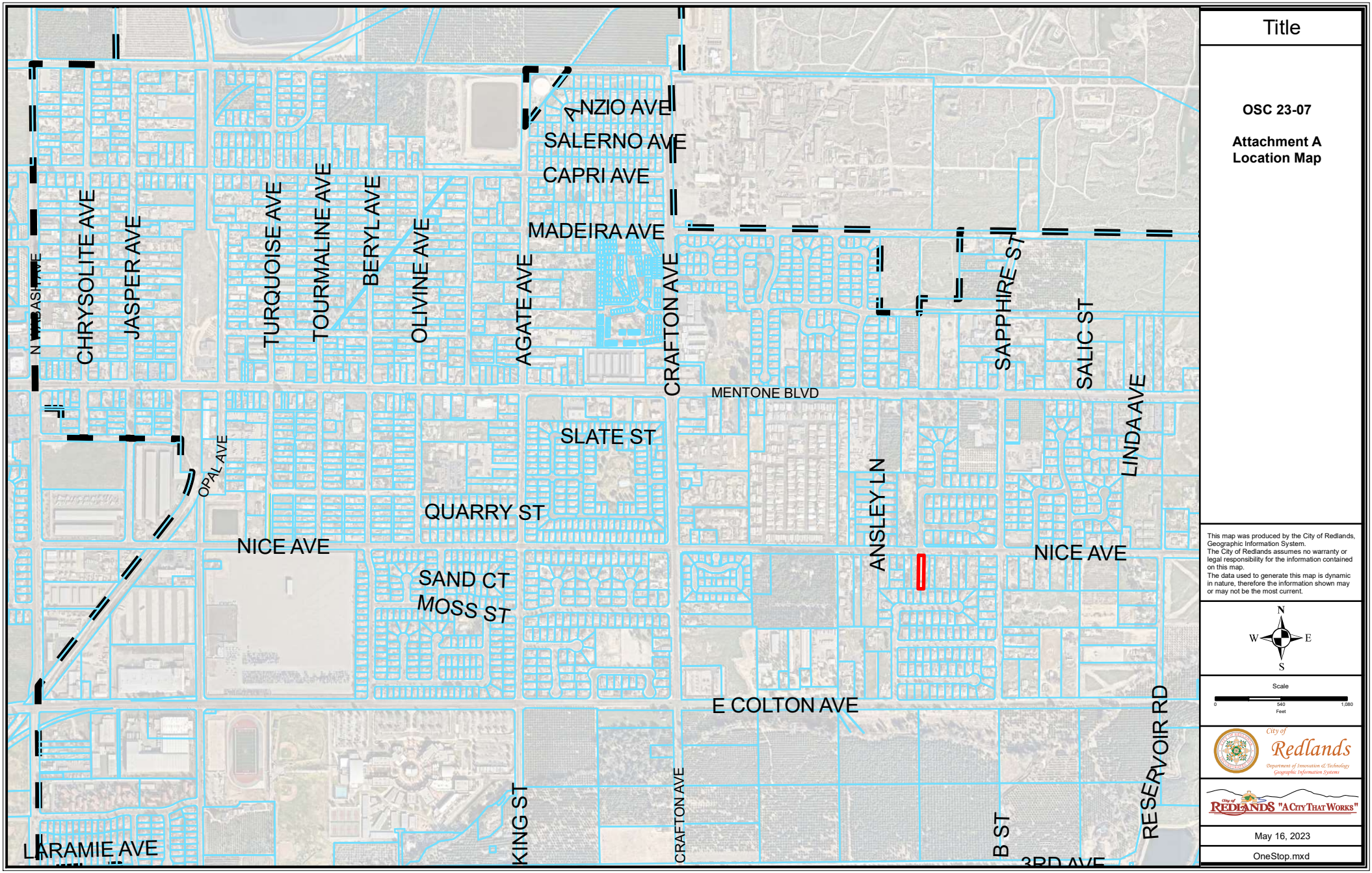
Fiscal Impact

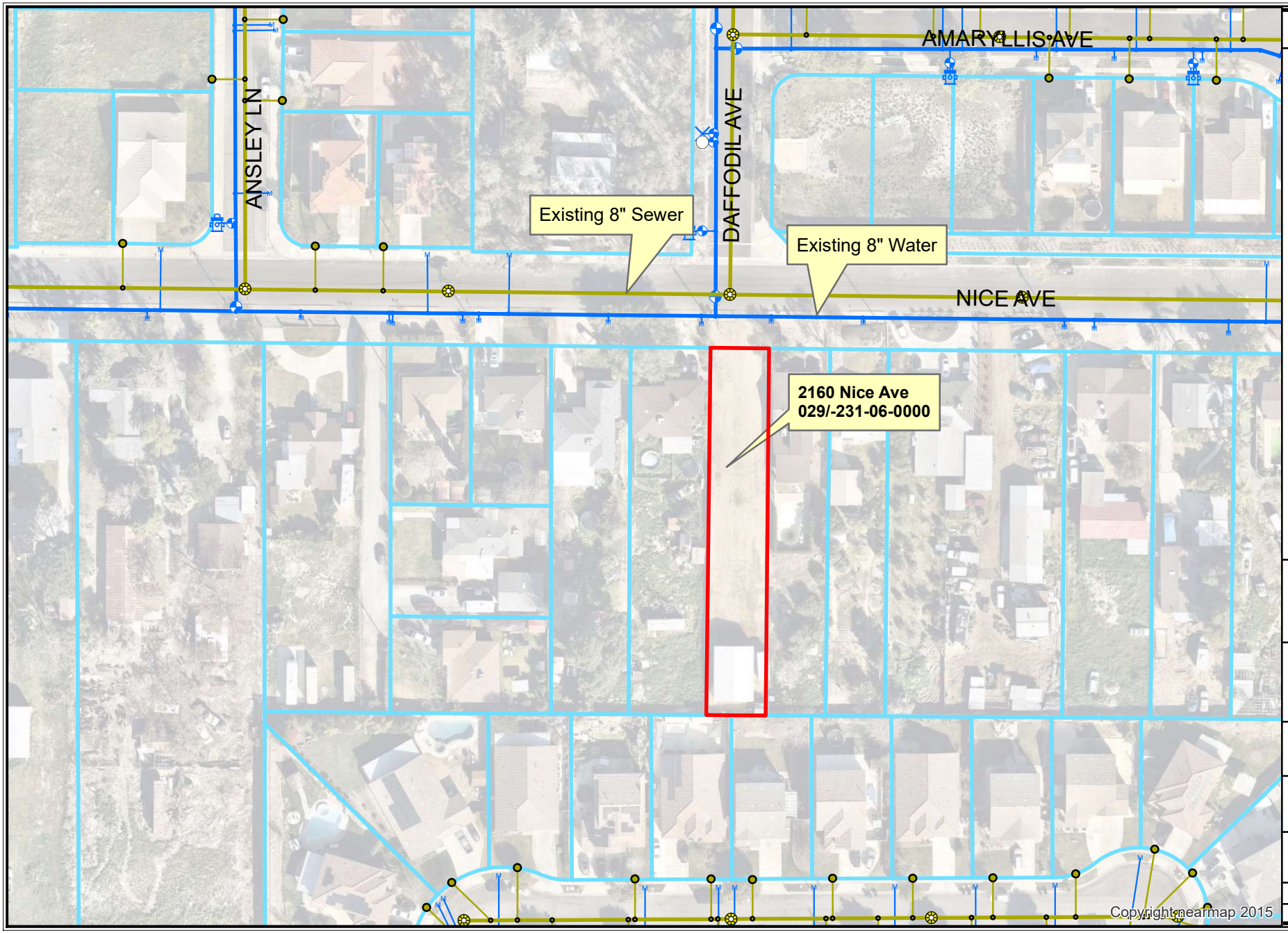
Fiscal Year:	22/23
Revenue Generating:	Yes
Appropriation Required Y/N:	No
Discussion:	

The applicant will be required to pay the Water Capital Improvement Charge, Water Source Charge, Sewer Capacity Infrastructure Charge, and associated encroachment permit fees. Additional fees will be paid by the applicant as required by Measure “U“.

Attachments

Attachment A - Location Map
Attachment B - Aerial Photgraph
Attachment C - Resolution No. 8488
Attachment D - Resolution No. 8489
Attachment E - Pre-annexation Agreement
Site Plan
Grant deed


Title
OSC 23-07
Attachment A
Location Map
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
540
1,080
Feet
City of Redlands
Department of Innovation & Technology
Geographic Information Systems
City of Redlands "A City That Works"
May 16, 2023
OneStop.mxd
CHRYSOLITE AVE
JASPER AVE
TURQUOISE AVE
TOURMALINE AVE
BERYL AVE
OLIVINE AVE
AGATE AVE
CRAFTON AVE
SAPPHIRE ST
SALIC ST
LINDA AVE
ANSLEY LN
RESERVOIR RD
B ST
KING ST
ANZIO AVE
SALERNO AVE
CAPRI AVE
MADEIRA AVE
MENTONE BLVD
SLATE ST
QUARRY ST
NICE AVE
SAND CT
MOSS ST
OPAL AVE
E COLTON AVE
LARAMIE AVE
3RD AVE



Title

OSC 23-07

Attachment B
Aerial Photo

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 50 100
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

May 16, 2023

OneStop.mxd

RESOLUTION NO. 8488

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING OUTSIDE CITY CASE NO. 23-07 IS CONSISTENT WITH THE REDLANDS GENERAL PLAN AND THE PUBLIC HEALTH, SAFETY, WELFARE AND BEST INTERESTS OF THE CITIZENS OF REDLANDS ARE SERVED BY THE CONTINUED PROCESSING OF OUTSIDE CITY CASE NO. 23-07

WHEREAS, Michael Guilliam and Tanna Guillian, Husband and Wife as Joint Tenants have filed an application for an Outside City Case No. 23-07 with the City of Redlands for a water connection and sewer connection for a proposed single family residence on a vacant parcel located at 2160 Nice Avenue in the unincorporated community of Mentone in San Bernardno County (APN: 0298-231-06-0000); and

WHEREAS, Michael Guilliam and Tanna Guillian, Husband and Wife as Joint Tenants have concurrently applied for a pre-annexation agreement with the Development Services Department;

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

Section 1. The City Council hereby determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15303(a) and 15319(b) as CEQA exempts the conversion of small structures and the annexation of lots for exempt facilities.

Section 2. The City Council hereby determines that Outside City Case No. 23-07 is consistent with the City of Redlands General Plan and the public health, safety, welfare and best interests of the citizens of Redlands are served by the City's continued processing of the application; and

Section 3. The City Council hereby directs staff to prepare a pre-annexation agreement for 2160 Nice Avenue in the unincorporated community of Mentone (APN: 0298-231-06-0000).

PASSED AND ADOPTED at a meeting of the City Council of the City of Redlands held on June 20, 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 special meeting thereof held on the 20th day of June, 2023.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8489

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 23-07, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE AND SEWER SERVICE FOR A VACANT LOT LOCATED AT 2160 NICE AVENUE (APN: 0298-231-06-0000), WITHIN THE UNINCORPORATED COMMUNITY OF MENTONE WITHIN SAN BERNARDINO COUNTY.

WHEREAS, on June 20th, 2023, Michael Guilliam and Tanna Guillian, Husband and Wife as Joint Tenants filed an application for Outside City Case No. 23-07 and Pre-Annexation No. 23-07 with the City for outside City utility connections for a vacant parcel located at 2160 Nice Avenue (APN: 0298-231-06-0000) in the unincorporated community of Mentone within San Bernardino County; and

WHEREAS, on June 20th, 2023, the City Council found that Outside City Case No. 23-07 was consistent with the City's General Plan and determined the public health, safety, welfare of the residents of Redlands would be served by the City's continued processing of the Outside City Case application, determined that the City of Redlands was acting as a Responsible Agency under the California Environmental Quality Act, and directed staff to prepare a Pre-Annexation Agreement; and

WHEREAS, the subject property's land use designation in the 2035 General Plan is Low Density Residential and the proposed project is consistent with the 2035 General Plan land use designation;

WHEREAS, the proposal is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(a) for existing facilities and Section 15319 pertaining to annexations of existing facilities and lots for exempt facilities.

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

SECTION 1. The City Council of the City of Redlands hereby determines that the proposed Pre-Annexation Agreement is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities) and Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities).

SECTION 2. The City Council hereby approves Pre-Annexation No. 23-07 (Exhibit A) for the provision of water service and sewer service to enable development of a vacant lot located at 2160 Nice Avenue (APN: 0298-231-06-0000) in the unincorporated community of Mentone in San Bernardino County.

ADOPTED, SIGNED AND APPROVED this 20th day of June, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 20th day of June 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Pre-Annexation Agreement

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)

EXEMPT FROM FEES PER GOVERNMENT CODE SECTION 27388.1

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 20th day of June 2023 by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and Michael Guilliam and Tanna Guillian, Husband and Wife as Joint Tenants ("Property Owner"). City and Property Owner are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, to provide for orderly planning, City (1) has the authority pursuant to Government Code sections 65300 and 65301 to include within its General Plan property outside its boundaries which is in City's sphere of influence or, which in City's judgment, bears a relation to its strategic planning, and (2) also has the authority pursuant to Government Code section 65859 to pre-zone property within its sphere of influence for the purpose of determining the zoning designation that will apply to such property in the event of a subsequent annexation of the property to City; and

WHEREAS, California case law, including but not limited to, *Dateline Builders, Inc. v. City of Santa Rosa* (1983) 146 Cal. App. 3d, 520 and *County of Del Norte v. City of Crescent City* (1999) which state in relevant part that it is not against the law or public policy for a city or county to use utilities as a tool to manage growth, provides that a city has no obligation, and may use its sole discretion, to extend utility services outside its corporate boundaries; and

WHEREAS, Property Owner owns a vacant parcel of land generally located at 2160 Nice Avenue, Mentone, CA 92359 and identified as county of San Bernardino Assessor's Parcel Number 0298-231-06-0000 ("Property") in the unincorporated area of the county of San Bernardino within the City's sphere of influence, has made a request and application to City to receive water service and sewer service for property located in the unincorporated area of the county of San Bernardino,

and has provided evidence satisfactory to City that Property Owner is the fee owner of the Property; and

WHEREAS, Government Code section 56133 authorizes the City to provide new or extended utility services by contract outside its jurisdictional boundaries if it first receives written approval from the Local Agency Formation Commission for San Bernardino County ("LAFCO"), and provides that LAFCO may authorize City to provide such services within City's sphere of influence in anticipation of a later change of organization; and

WHEREAS, City's General Plan and Chapter 13.60 of the Redlands Municipal Code establish policies and procedures for the approval of City utility services to properties located within the City's sphere of influence and require, among other things, the owner of the property to be served to enter into an agreement, and record the same in the official records of the county of San Bernardino, requiring the property owner to annex the property to City upon certain conditions; and

WHEREAS, City has prepared a General Plan for the unincorporated area in which the Property is located to provide for the orderly planning of such area, and has determined that the proposed development of the Property is consistent with the goals and policies of City's General Plan; and

WHEREAS, it is the policy and goal of City to discourage and not facilitate development in City's sphere of influence which is unwilling and/or fails to comply with City's General Plan and City's development standards by refusing to extend utility services in such instances; and

WHEREAS, pursuant to the requirements of Chapter 13.60 of the Redlands Municipal Code and in consideration for City's agreement to extend utility services outside its jurisdictional boundaries to the Property, Property Owner has entered into this Agreement to provide assurances to City that connection to City's domestic water system and sewer system will occur in accordance with the Redlands General Plan and the development standards of the Redlands Municipal Code, and that the Property shall be annexed to City in accordance with this Agreement's terms, provisions and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and Property Owner agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.

2. Provision of Utility Services. City agrees to provide domestic water service and sewer service to the Property consistent with the terms and conditions of this Agreement, provided that the connection complies with all rules and regulations of City governing the extension and provision of utility services to properties located outside City's boundaries at the time a request by Property Owner for application for a water and sewer connection is approved by City's Municipal Utilities and Engineering Department. Nothing herein represents a commitment by City to provide such service unless and until Property Owner complies with all such rules and regulations. As a condition of approval of an application for water and sewer connection, and prior to receiving any

service, Property Owner agrees to pay the full cost of such service as established by City for the extension of utility services to the Property.

3. Agreement to Develop by City Standards. In consideration of City's agreement to provide City water and sewer service to the Property, Property Owner shall develop the Property in accordance with the Redlands General Plan and any applicable development standards of the Redlands Municipal Code.

4. Agreement to Annex. In consideration of City's agreement to provide City water service to the Property, Property Owner hereby irrevocably consents to annexation of the Property to City and agrees it shall take any and all reasonable and necessary actions, and fully and in good faith cooperate with City, to cause the annexation of the Property to City. Property Owner and City agree that in the event City initiates an annexation of the Property, City shall be responsible for the costs of such annexation. In all other instances where the annexation of the Property is proposed to City, Property Owner shall be responsible for such costs.

5. Payment of Fees. As a condition of receiving domestic water service from City, Property Owner shall pay to City all then-established applicable development impact fees, water acquisition fees, and user fees specifically for such domestic water and sewer service.

6. Taxes and Assessments. Property Owner hereby consents to the imposition of, and agrees that Property Owner shall pay, all taxes and assessments imposed and/or levied by City which may be applicable to the Property at the time the Property is annexed to City.

7. Recordation. By entering into this Agreement, Property Owner and City acknowledge and agree that, among other things, it is the express intention of the Parties that any and all successors in interest, assigns, heirs and executors of Property Owner shall have actual and constructive notice of Property Owner's obligations under, and the benefits and burdens of, this Agreement. Therefore, this Agreement and any amendments hereof, shall be recorded in the official records of the county of San Bernardino. Property Owner further agrees that City shall, at the sole cost of Property Owner, have the right to cause the recordation of this Agreement.

8. Breach/Failure to Annex In the event Property Owner fails to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene or otherwise breach any of its obligations or representations under this Agreement, City shall have the right to, without any liability whatsoever, cease the provision of City utility services to the Property. This right shall be in addition to any other legal or equitable relief available to City.

9. Not a Partnership. The Parties specifically acknowledge that Property Owner's development of the Property is a private project, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint-venture or other association of any kind is formed by this Agreement. The only relationship between City and Property Owner is that of a governmental entity regulating the development of private property and the owner of such property.

10. Indemnity and Cost of Litigation.

A. Property Owner agrees to and shall hold City, and its elected and appointed officials, officers, agents, and employees free and harmless from any and all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the operations, errors, or omissions of Property Owner or those of its contractors, subcontractors, agents, employees or any other persons acting on Property Owner's behalf which relate to development of the Property. Property Owner agrees to and shall defend, indemnify and hold harmless City, its elected officials, officers, agents, employees and representatives from all actions for damages caused or alleged to have been caused by reason of Property Owner's acts, errors or omissions in connection with the development of the Property. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Property Owner's or its representatives' acts, errors or omissions regardless of whether or not City supplied, prepared or approved plans or specifications relating to the development of the Property and regardless of whether or not any insurance policies of Property Owner relating to such development are applicable.

B. Property Owner shall defend, at its expense, including attorneys' fees, indemnify and hold harmless City, and its elected and appointed officials, officers, agents and employees from any claim, action or proceeding against any of them to attack, set aside, void or annual the approval of this Agreement or the approval of any permit or entitlement granted in furtherance of this Agreement. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding.

11. Liquidated Damages. In the event that the property is not annexed to City in accordance with the terms of the Agreement, the then existing owner of the Property shall pay each year to City, as liquidated damages, a sum equal to the property taxes and any sales taxes the City would have received had the Property been annexed. Failure to make such liquidated damages payments shall be good cause for City to cease service to the Property.

12. Section Headings. All section headings and sub-headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees. In the event any action is commenced to enforce or interpret 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 a Party's use of in-house counsel.

15. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the assigns and successors in interest of the Parties.

16. Authority to Execute. The person or persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of the legal, fee title owner of the Property.

17. Waiver and Release. Property Owner hereby waives and releases any and all claims it may have against City, and its elected and appointed officials, officers, employees and agents with respect to any City actions or omissions relating to the development of the Property, and the Parties' entry into, and execution of, this Agreement. Property Owner makes such waiver and release with full knowledge of Civil Code Section 1542, and hereby waives any and all rights thereunder to the extent of this waiver and release, of such Section 1542 is applicable. Civil Code Section 1542 provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

18. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The Parties further agree that this Agreement represents a voluntary "arms-length" transaction agreed to by and between the Parties and that each Party has had the opportunity to consult with legal counsel regarding the terms, conditions and effect of this Agreement.

19. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties as to the matters contained herein, and there are no oral or written representations, understandings or ancillary covenants or agreements which are not contained or expressly referenced herein, and no testimony or evidence of any such representations, understandings or covenants shall be admissible in any preceding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

PROPERTY OWNERS

By: _____
Michael Guilliam, Husband

By: _____
Tanna Guilliam, Wife

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

SITE PLAN

EXHIBIT “B”

GRANT DEED

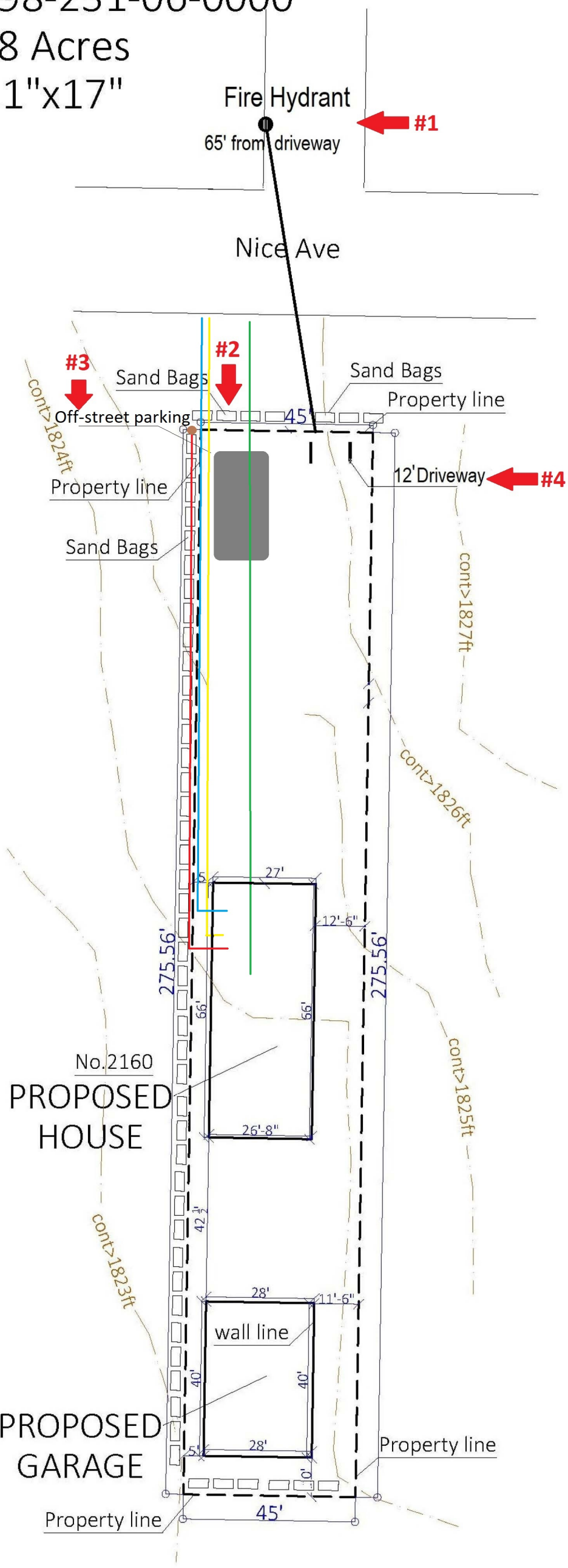
SITE PLAN

2160 Nice Ave
Mentone, CA 92359
Parcel ID: 0298-231-06-0000
Lot area: 0.28 Acres
Paper Size: 11"x17"

N

scale 1"=30'

Sewer
Gas
Water
Electric
Customer Owned Pole



Revision Notes

1. Added distance of fire hydrant to driveway

2. Added Erosion Control Measures (sand bags) to site plan

3. Added the required off-streetparking and loading areas and access drives shall be surfaced with a minimum of two inches of asphaltic concrete paving or plant-mix surfacing, in compliance with County Department of Public works Specification No. 38. SBCDC 83.11.090 (d)

4. Added 12' driveway

5. Lot coverage equals 24.8%

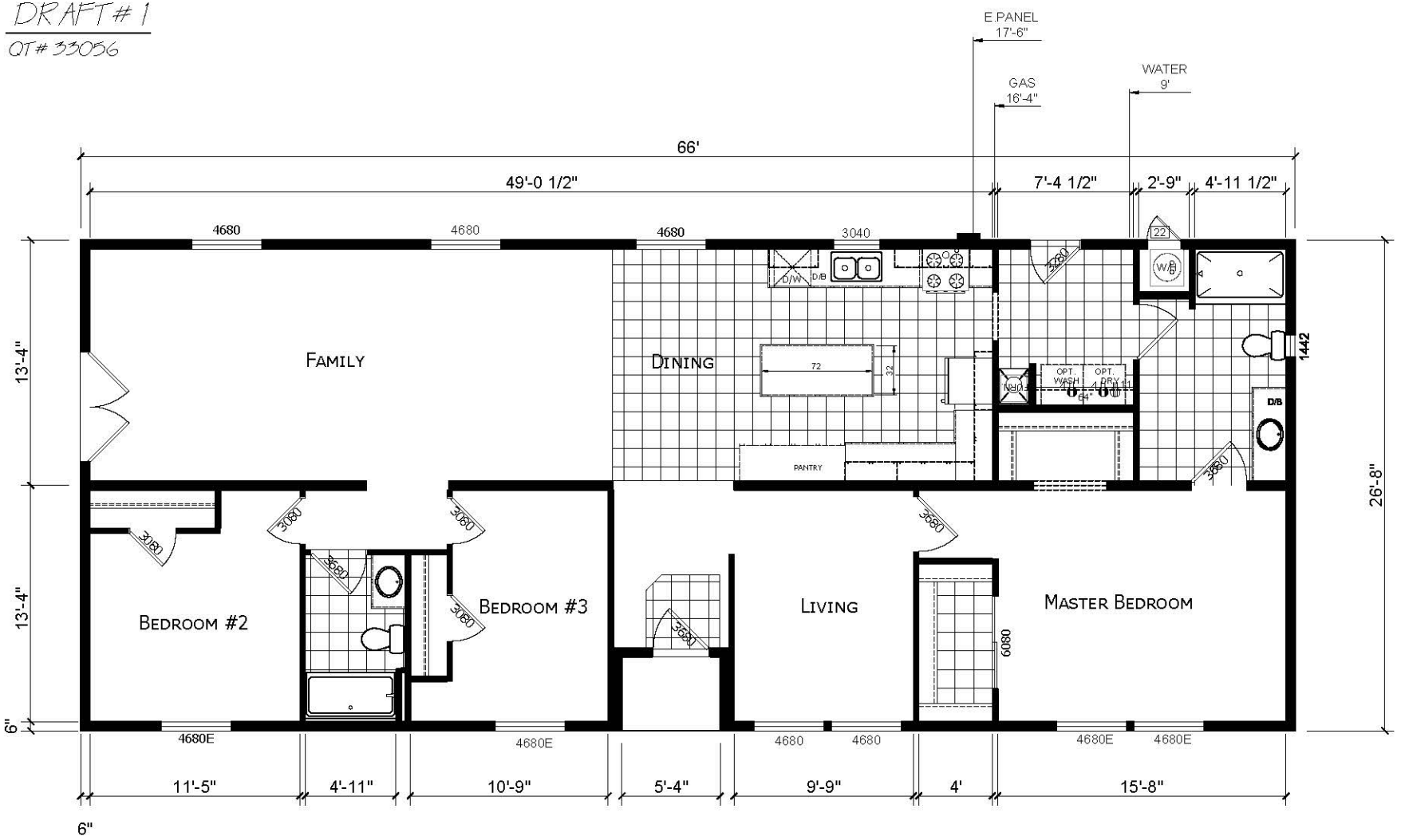
lot size 12,380 Sq.Ft. Home 1760 sf, garage 1120 sf and misc perimeter sq ft 200, total 3080
3080 / 12,380 = 24.8%

The Project is located within Flood Zone X Shaded according to FEMA Panel Number 06071C87330J dated 9/2/2016.

With reduced risk due to levee, foundation shall comply with California Residential Code.

DRAFT # 1

QT # 33056



CHAMPION MANUFACTURED BEAUTIFULLY™ 755 W. BIG BEAVER ROAD, SUITE 1000 TROY, MI 48084 PHONE: 248-614-8200		MODIFICATIONS	PROJECT: CM-4663A DRAWN BY: J.SUAREZ DATE: 01-18-23 SCALE: NTS	TITLE: LITERATURE PLAN FILENAME: QT# 33056-CM-4663A	SHEET: L-101 PROPRIETARY AND CONFIDENTIAL THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL, PROPRIETARY AND CONFIDENTIAL MATERIALS OF CHAMPION. COPYRIGHT - 4976-2023 BY CHAMPION

Recording Requested by
TICOR TITLE
RIVERSIDE
RECORDING REQUESTED BY:

Ticor Title

AND WHEN RECORDED MAIL TO:

Mr. and Mrs. Michael Gullliam
2172 Larimore Lane
Mentone, CA 92359

Electronically
Recorded in Official Records
San Bernardino County
Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2021-0427969

09/20/2021 02:50 PM	Titles: 1 Pages: 3	
SAN	Fees	$30.00
	Taxes	$55.00
C6677	CA SB2 Fee	$0.00
	Total	$85.00

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 0298-231-06-0-000 **Escrow No.: 005004-BF**

Grant Deed

(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars ($75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars ($225.00).

[X] Exempt from fee per GC27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

[ ] Exempt from fee per GC27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.

[ ] Exempt from fee per GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

I hereby declare under penalty of perjury that the information provided above is true and correct.

Executed this _____ day of _____, _____

At Luxury Escrow, Inc. 8280 Utica Ave. #160, Rancho Cucamonga, CA 91730, _____
City State

_____
Signature

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

Recording Requested by
TICOR TITLE
RIVERSIDE
RECORDING REQUESTED BY:

Ticor Title

AND WHEN RECORDED MAIL TO:

Mr. and Mrs. Michael Guilliam
2172 Larimore Lane
Mentone, CA 92359

THIS SPACE FOR RECORDER'S USE ONLY:

APN No.: 0298-231-06-0-000 **Escrow No.: 005004-BF**

Grant Deed

(Please fill in document title(s) on this line)

Pursuant to Senate Bill 2 - Building Homes and Jobs Act (CG Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars ($75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars ($225.00).

[X] Exempt from fee per GC27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

[ ] Exempt from fee per GC27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.

[ ] Exempt from fee per GC27388.1 (a) (1); fee cap of $225.00 reached.

[ ] Exempt from fee per GC27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

I hereby declare under penalty of perjury that the information provided above is true and correct.

Executed this _____ day of _____, _____

At Luxury Escrow, Inc. 8280 Utica Ave. #160, Rancho Cucamonga, CA 91730
City State

_____
Signature

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:
Ticor Title

AND WHEN RECORDED MAIL TO:

Michael Guilliam
2172 Larimore Lane
Mentone, CA 92359

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 851421 **Escrow No.:** 005004-BF
AP#: 0298-231-06-0-000

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is $55.00
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of Mentone **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Gustavo Tirado Torres and Erika M. Quinonez Zavala, Husband and Wife who erroneously acquired title as Husband Wife as Joint Tenants

hereby GRANT(s) to: **Michael Guilliam and Tanna Guilliam** , Husband and Wife as Joint Tenants
the real property in the City of Mentone, County of San Bernardino, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
Also Known as: 2160 Nice Avenue, Mentone, CA 92359

Dated September 9, 2021

Gustavo Tirado Torres

Erika Quinonez
Erika M. Quinonez Zavala

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

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
On 09/16/2021 before me, ALVIN REYES YOUNG A Notary Public personally appeared GUSTAVO TIRADO TORRES AND ERIKA M. QUINONEZ ZAVALA who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

ALVIN REYES YOUNG
Notary Public - California
San Bernardino County
Commission # 2322294
My Comm. Expires Mar 23, 2024

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That portion of the Northwest quarter of Lot 1, Block 32, Crafton Tract, in the County of San Bernardino, State of California, as per map on file in Book 3, Page 14, in the Office of the County Recorder of said County, being more particularly described as follows:

Beginning at the Northwest corner of the said Northwest quarter of Lot 1; thence East along the North line of said Lot 1, 44 feet, 7 inches; thence South to the South Line of the said Northwest quarter of Lot 1; thence West along said South line, 44 feet, 7 inches, to the Southwest corner of the said Northwest quarter of Lot 1; thence North along the West line of the said Northwest quarter to the point of beginning.

APN: **0298-231-06-0-000**

City Council Meeting **H. 13.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Second Amendment to the sole source Professional Services Agreement with Keyser Marston Associates, Inc., to extend the term end date from June 30, 2023, to June 30, 2024 with an option to extend one additional year, increase the total contract amount of $50,400 by an additional $50,000 for a total aggregate amount not-to-exceed $100,400, and approve an additional appropriation of $50,000, allowing for the continued performance of professional services associated with the implementation of the Inclusionary Housing Program (Development Services Director Desatnik)

MOTION(S):

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

1. I move that City Council approve the sole source Second Amendment to the Agreement with Keyser Marston Associates, Inc., to increase the total agreement amount not-to-exceed $100,400; and to extend the end term of the agreement to June 30, 2024, with an option to extend one additional year; and

2. I further move to approve an additional appropriation of $50,000 from the General Fund unassigned fund balance to the Development Services FY 2022-23 Planning Budget.

RECOMMENDATION:

Staff recommends that the City Council approve the Second Amendment to the sole source agreement with Keyser Marston Associates, Inc. (KMA), extending the end term of the agreement from June 30, 2023, to June 3, 2024, with an option to extend one additional year, increase the amount of the agreement from $50,400 by $50,000 to a total aggregate amount of $100,400, and authorize an increase in appropriations of $50,000 allow for the completion of an Inclusionary

Housing Program (Program) which includes the development of the ordinances associated with the implementation of this Program.

DISCUSSION:

On October 4, 2022 (Agenda Item No. J.1.), the City Council approved a sole source agreement with KMA to complete a financial evaluation and creation of the Program and on January 17, 2023 (Agenda Item No. I.7.) the City Council approved the First Amendment to the sole source agreement with KMA extending the end term of the agreement to June 30, 2023.

The proposed second amendment will be for services related to the implementation of the Inclusionary Housing program, including, but not limited to, the following:

- Preparing Administrative Procedures Manuals to be provided to the developers of apartment and ownership housing projects
- Creating draft agreements between the City and developers of projects that are subject to the Ordinance requirements
- Preparing household income qualification and affordable sales price / rents tables
- Preparing in-lieu fee calculations and annual updates
- Providing technical assistance to developers of projects that are subject to the Ordinance requirements
- Assist in evaluating development projects that propose to use the Government Code Section 65915 et seq. (Section 65915) for a density bonus

KMA is a full-service real estate, affordable housing, and economic consulting firm that specializes in advisory and evaluation services. KMA was incorporated in 1973 and has one of the largest public sector advisory practices on the West Coast. KMA has prepared Inclusionary Housing programs for 17 California cities and is considered a leading expert in this area. KMA was selected as the sole source vendor due to their intimate working knowledge in this area for the completion of a financial evaluation and creation of an Inclusionary Housing program. Time is of the essence and the process of completing a formal request for proposal would significantly delay the process of creating an Inclusionary Housing program by several months.

ALTERNATIVES:

City Council may elect not to approve this action and provide alternative direction to staff. However, not approving this action would delay the implementation of the Inclusionary Housing Program.

STRATEGIC PLAN:

Supports Strategic Plan Priority A, Quality of Life,Strategic Objective 2 - Economic Vitality, Implement policies and programs to expand the City's affordable housing.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Tricia Munoz, Development Services/Management Analyst

Fiscal Impact

Fiscal Year:	2022-2023
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$50,000
Budgeted Y/N:	N
Account No.:	101164-6106

Discussion:

Approval of this item will impact the General Fund in the amount of $50,000. However, it may be reimbursed or offset from revenues received from the implementation of the Inclusionary Housing Program.

Attachments

Second Amendment Keyser Marston Assoc. Inc
First Amendment Keyser Marston Associates Inc
Original Agreement Keyser Marston Associates Inc
Keyser Marston Quote
Additional Appropriation Form

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for the provision of professional services associated with the development and implementation of an Inclusionary Housing Program ("Agreement"), dated October 4, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Keyser Marston Associates, Inc. a California Corporation ("Consultant"), is made and entered into this 20th day of June 2023.

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on October 4, 2022, for the development of an Inclusionary Housing Program; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement ("Second Amendment") on June 20, 2023; and

WHEREAS, it is the desire of the Parties to amend their existing Agreement, specifically to make a change extending the deadline for the performance of the services by the Consultant.

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

AGREEMENT

Section 1. Article 2 of the Agreement, entitled "Services of Consultant," is hereby amended to read as follows:

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

Section 2. Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by June 30, 2024; the City shall have the option to extend the term of the Agreement by one (1) additional year, on the same terms and conditions, by providing written notice to the Contractor at least thirty (30) days prior to the expiration of the Agreement unless the services are terminated earlier as provided for herein."

Section 3. Article 5 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred thousand four hundred dollars ($100,400). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "A," titled ("Scope of Services and Fee Schedule") which is attached hereto and incorporated herein by reference."

Section 4. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of June 20, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

KEYSER MARSTON ASSOCIATES, INC.

By: _____
Kathleen Head, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES
AND
FEE SCHEDULE

The components of the proposed additional scope of services can be summarized as follows:

1. Assist in implementing the proposed Inclusionary Housing Ordinance (Ordinance) including:

   a. Preparing Administrative Procedures Manuals to be provided to the developers of apartment and ownership housing projects; and

   b. Creating draft agreements between the City and developers of projects that are subject to the Ordinance requirements.

   c. Preparing household income qualification and affordable sales price / rents tables.

   d. Preparing in-lieu fee calculations and annual updates.

   e. Providing technical assistance to developers of projects that are subject to the Ordinance requirements.

2. Assist in evaluating development projects that propose to use the Government Code Section 65915 et seq. (Section 65915) density bonus.

3. Provide other on-call consulting services requested by the City.

FEE FOR SERVICES

Recognizing the general nature of the City's request for services, KMA proposes that the City amend the existing contract to extend the term and to the general services contract to a cap of $100,400. Then, as specific projects are identified by the city, KMA proposes to undertake the following implementation process:

1. The City staff will contact KMA with a description of the assignment.

2. KMA will provide a budget estimate for the City's approval.

3. Once KMA has received approval to commence work on the assignment, we will undertake the work product in accordance with the agreed upon scope of work.

The KMA billing rate schedule that will be applied to the services provided under the contract is presented in the following table:

KMA Billing Rate Schedule (2022 – 2023)	
Chairman, President, Managing Principals*	$305.00
Senior Principals*	$295.00
Principals*	$275.00
Managers*	$245.00
Senior Associates	$205.00
Associates	$185.00
Senior Analysts	$170.00
Analysts	$145.00
Technical Staff	$105.00
Administrative Staff	$90.00

*Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of professional services associated with the development of an Inclusionary Housing program ("Agreement"), dated October 4, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Keyser Marston Associates, Inc., a California corporation ("Consultant"), is made and entered into this 17th day of January, 2023.

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on October 4, 2022, for the provide an Inclusionary Housing program to the City;

WHEREAS, the Parties entered into a First Amendment to the Agreement ("First Amendment") on January 17, 2023; and

WHEREAS, it is the desire of the Parties to amend their existing Agreement, specifically to make a change extending the deadline for the performance of the services by the Consultant.

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

AGREEMENT

Section 1. Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by June 30, 2023, unless the Services are terminated earlier as provided for herein."

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

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

CITY OF REDLANDS

Eddie Tejeda

Eddie Tejeda, Mayor

KEYSER MARSTON ASSOCIATES, INC.

By: Kathleen Head

Kathleen Head, President

ATTEST:

Jeanne Donaldson

Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of development of an Inclusionary Housing program ("Agreement") is made and entered in this 4th day of October 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Keyser Marston Associates, 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 financial evaluation 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 Brian Desatnik, Development Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

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

Doc ID: be95024edf049e2e5ee8fb358bf39e6519fef1ee

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of fifty thousand four hundred dollars ($50,400). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Schedule Title") 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:

Kathe Head, President
Keyser Marston Associates, Inc.
777 South Figueroa Street
Suite 2555
Los Angeles, CA 90017
khead@keysermarston.com
Phone: (213) 622-8095 x 401

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a

provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by

the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to

perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

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

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

Doc ID: ba95024edf049a2a5ea8fb358bf39a6510faf1aa

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

KEYSER MARSTON ASSOCIATES, INC.

By: Kathleen Head
Kathe Head, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

Doc ID: ba95024adf049e2e5ee8fb358bf39e6519fef1ee

EXHIBIT "A"

SCOPE OF SERVICES

A. Inclusionary Housing: Financial Evaluation

1. In 2015, the California Supreme Court ruled in the *California Building Industry Association v. City of San Jose, 61 Cal 4th 435* (San Jose) that Inclusionary Housing ordinances should be viewed as use restrictions that are a valid exercise of a jurisdiction's zoning powers. The San Jose ruling only applies to ownership residential development. The parameters of the San Jose case did not include Inclusionary Housing restrictions on rental development.

2. In September 2017 the California Legislature adopted AB 1505.[1] This legislation, which is known as the "Palmer Fix", allows jurisdictions to adopt ordinances that impose income and affordability requirements on rental residential projects.[2] AB 1505 also requires jurisdictions to identify alternative methods for fulfilling the affordable housing obligations. These options include, but are not limited to:

a. In-lieu fee payment;

b. Off-site construction of affordable housing units;

c. Dedication of land for affordable housing development; and

d. The acquisition and rehabilitation of existing units.

3. California Government Code Section 65915 et seq. (Section 65915) imposes density bonus requirements on projects that fulfill defined income and affordability restrictions.

FOUNDATIONAL ASSUMPTIONS: FINANCIAL EVALUATION

Prototype Developments

The purpose of the KMA analysis will be to evaluate the financial feasibility of imposing Inclusionary Housing requirements on the housing types anticipated to be developed in Redlands. As pertinent, KMA proposes to evaluate the following residential product types:

1. Single Family Homes;

2. Townhomes and Condominiums; and

3. Apartment projects.

---

1 AB 1505 amended Section 65850 of the California Government Code and added Section 65850.01.

2 In 2009, the California Court of Appeal ruled in *Palmer/Sixth Street Properties L.P. v. City of Los Angeles, 175 Cal. App. 4th 1396* that the imposition of Inclusionary Housing requirements on rental housing development violates the Costa-Hawkins Rental Housing Act. AB 1505 supersedes this decision.

For analysis purposes, KMA will create prototype developments for the identified housing types. These prototypes will be developed in consultation with the City staff, and they will be representative of project types being developed in Redlands. KMA will also evaluate the potential for the Section 65915 density bonus to be used to mitigate the financial impact created by the imposition of Inclusionary Housing requirements on the prototype developments.

Information Needs

The foundation of the Financial Evaluation will be a market analysis, the use of KMA's proprietary pro forma models, and affordability gap analyses. To undertake this analysis it would be useful for KMA to be provided with the following information:
1. The most recent draft of the City's Sixth Cycle Housing Element.

2. Any housing strategy information that has recently been prepared by the City.

3. A representative sample of for sale and rental residential projects that have been proposed and/or developed within the past 10 years. The information should include:

a. Detailed scope of development;

b. Development plans if available;

c. The site's zoning designation and development standards; and

d. The parking requirements being imposed.

4. An identification of sites in Redlands that are available for the development of residential uses. The information provided should include the zoning designation and development standards imposed on the parcels.

5. The City's current Section 65915 density bonus ordinance.

6. The parking requirements imposed on multifamily and single family residential development.

7. Estimates of the public permits and fees costs for residential development broken down into per unit costs associated with typical planning fees, impact fees imposed by the City; school fees, and fees imposed by jurisdictions other than the City.

Recommended Inclusionary Housing Program Characteristics

The Financial Evaluation will be used to assist KMA in recommending the following Inclusionary Housing program characteristics:
1. Identification of project types that may be exempt from the Inclusionary Housing requirements.

2. The threshold project size that will trigger the Inclusionary requirements.

3. The percentage of affordable units that will be required to be provided.

4. The income and affordability restrictions that will be imposed.

5. The comparability standards that will be imposed on Inclusionary Units.

6. The treatment of Inclusionary Housing requirements that result in a fractional unit affordable housing requirement.

7. Alternatives to developing the Inclusionary Units on site within the proposed market rate project including:

a. A fee that would be paid in lieu of producing affordable units;

b. Off-site development of affordable housing units;

c. Dedication of land for subsequent development of affordable housing units; and

d. Acquisition and rehabilitation of existing units.

8. Quantification of the in-lieu fee payment amounts that can be supported given the affordability gaps associated with the prototype residential types being evaluated.

9. Recommended procedures for modifying the requirements over time as market conditions change.

COMPARATIVE ANALYSIS OF INCLUSIONARY POLICIES

The KMA Los Angeles office has assisted in creating over 30 Inclusionary Housing programs in California. We have also assisted in establishing the implementing policies and procedures in many of those jurisdictions. The salient characteristics of these programs will be included in the comparative analysis of existing Inclusionary policies. In addition, KMA will undertake a survey of the programs adopted throughout California.

The purpose of the comparative analysis is to identify the characteristics embodied commonly by Inclusionary Housing programs. The results will be used by KMA to identify the best practices being employed by Inclusionary Housing programs. This information will provide context for the Inclusionary Housing program parameters to be recommended to the City.

DELIVERABLE PRODUCTS: FINANCIAL EVALUATION

As part of the Financial Evaluation, KMA proposes to deliver the following work products to the City:

1. KMA will prepare a draft Financial Evaluation report that will be supported by tables, data and other materials relevant to the analysis.

2. KMA will prepare a Power Point presentation that summarizes the assumptions, analysis, and findings of the Financial Evaluation.

3. Following receipt of comments from the City staff, the Planning Commission and the City Council KMA will finalize the Financial Evaluation report.

B. Inclusionary Policy Recommendations

KMA proposes to prepare a separate policy recommendations memorandum that will be based on the results of the Financial Evaluation, and the following:

1. Ongoing discussions with City staff;

2. Planning Commission and City Council input;

3. Community input; and

4. The best practices identified in the survey of existing Inclusionary Housing programs.

The policy recommendations memorandum will be organized as follows:

1. The findings of the Financial Evaluation will be summarized.

2. The components of the recommended policies will be identified. The following policy recommendations for ownership and rental housing development will be included:

    a. The financially feasible income targeting standards;

    b. The percentage of housing units that should be set aside as Inclusionary Housing units;

    c. Affordable housing production requirements; and

    d. The alternative fulfillment options that will be available to projects that are subject to the Inclusionary Housing program requirements.

3. The role that the Section 65915 density bonus should play in establishing income and affordability requirements for the City's Inclusionary Housing program.

4. The implementation and administrative tools that should be created by the City after an Inclusionary Housing program is adopted.

EXHIBIT "B"
PROJECT SCHEDULE

KMA proposes to complete the proposed draft Financial Evaluation report within eight weeks of receiving authorization from the City to proceed and the information requested in this proposal. KMA proposes to complete the Policy Recommendations memorandum within three weeks following receipt of input from the Planning Commission and City Council.

Doc ID: be95024adf049a2a5ee8fb358bf30a6519fef1ae

EXHIBIT "C"

Fee Schedule Title

The following table presents estimated fees for each task included in this proposal.

Task	Budget
Inclusionary Housing: Financial Evaluation Report	$36,500
Policy Recommendations Memorandum	9,500
Meetings/Presentations	4,400
Total	$50,400

The fee for the individual tasks may vary from these estimates, but the total budget will not be altered unless the work scope is expanded beyond the parameters identified in this proposal. The proposed budget includes 15 hours of in-person/virtual meeting time with City staff, community stakeholders, Planning Commission and City Council.

It is important to note that if the scope of services changes materially, and/or the in-person/virtual meeting time requested by the City exceeds 15 hours, the budget will need to be adjusted accordingly. If once the project has started, KMA believes that the budget could be exceeded, we will contact the City immediately for further direction.

The KMA hourly billing rate schedule that will be applied to this engagement is presented in the following table:

KMA Billing Rate Schedule	
Chairman, President, Managing Principals *	$305.00
Senior Principals *	$295.00
Managers *	$245.00
Associates	$185.00
Senior Analysts	$170.00
Analysts	$145.00
Administrative Staff	$90.00

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

Doc ID: ba95024adf049e2e5ee8fb358bf39e6519fef1ee

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

Kathl 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).

Kathl 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.

KEYSER MARSTON ASSOCIATES, INC.

By: Kathleen Head Date: 10 / 04 / 2022

Kathe Head, President

KEYSER MARSTON ASSOCIATES

ADVISORS IN:
Real Estate
Affordable Housing
Economic Development

BERKELEY
A. Jerry Keyser
Timothy C. Kelly
Debbie M. Kern
David Doezema

LOS ANGELES
Kathleen H. Head
James A. Rabe
Gregory D. Soo-Hoo
Kevin E. Engstrom
Julie L. Romey
Tim R. Bretz

SAN DIEGO
Paul C. Marra
Linnie A. Gavino

May 24, 2023

Brian Desatnik
Director of Development Services
City of Redlands
35 Cajon Street, Suite 20
Redlands, California 92373

Dear Mr. Desatnik:

Keyser Marston Associates, Inc. (KMA) is pleased to submit the following proposal to expand the scope of the affordable housing consulting services being provided to the City of Redlands (City). The components of the proposed additional scope of services can be summarized as follows:

1. Assist in implementing the proposed Inclusionary Housing Ordinance (Ordinance) including:

    a. Preparing Administrative Procedures Manuals to be provided to the developers of apartment and ownership housing projects; and

    b. Creating draft agreements between the City and developers of projects that are subject to the Ordinance requirements.

    c. Preparing household income qualification and affordable sales price / rents tables.

    d. Preparing in-lieu fee calculations and annual updates.

    e. Providing technical assistance to developers of projects that are subject to the Ordinance requirements.

2. Assist in evaluating development projects that propose to use the Government Code Section 65915 et seq. (Section 65915) density bonus.

3. Provide other on-call consulting services requested by the City.

CONTACT INFORMATION

The Principal-in-Charge of this engagement, and KMA's primary contact will be:

Kathleen Head, President
777 South Figueroa Street, Suite 2555
Los Angeles, California 90017
Telephone: 213.622.8095 Email: khead@keysermarston.com

PROPOSED CONTRACT AMENDMENTS

Recognizing the general nature of the City's request for services, KMA proposes that the City amend the existing contract to extend the term and to the general services contract to a cap of $100,400 cap. Then, as specific projects are identified by the city, KMA proposes to undertake the following implementation process:

1. The City staff will contact KMA with a description of the assignment.

2. KMA will provide a budget estimate for the City's approval.

3. Once KMA has received approval to commence work on the assignment, we will undertake the work product in accordance with the agreed upon scope of work.

The KMA billing rate schedule that will be applied to the services provided under the contract is presented in the following table:

KMA Billing Rate Schedule (2022 – 2023)	
Chairman, President, Managing Principals*	$305.00
Senior Principals*	$295.00
Principals*	$275.00
Managers*	$245.00
Senior Associates	$205.00
Associates	$185.00
Senior Analysts	$170.00
Analysts	$145.00
Technical Staff	$105.00
Administrative Staff	$90.00

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

KMA appreciates the opportunity to submit this proposal. Please do not hesitate to contact me if this proposal can be modified in any way to better meet your needs.

Sincerely,

Keyser Marston Associates, Inc.

Kathleen Head

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 05/24/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Development Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Professional Services	101164	6106		$ 50,000.00
			$	$ 50,000.00

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

JUSTIFICATION: Increase professional services to fund the Keyser Marston Associates, Inc. agreement associated with providing professional consulting services for the implementation of the Inclusionary Housing Program.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **H. 14.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Record Partial Notice of Non-Renewal of a Land Conservation Agreement relating to parcels owned by Canyon Ranch Development, LLC (herein "Canyon Ranch") located on San Timoteo Canyon Road (Development Services Director Desatnik)

MOTION(S):

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

1. I move that the City Council approve the execution and recordation of a Notice of Partial Non-Renewal of a Land Conservation Agreement (herein "Contract 77-530") relating to two parcels of land (APN 0293-132-01-0000 (portion) and 0293-141-37-0000) located on San Timoteo Canyon Road in the City of Redlands, conditioned upon Canyon Ranch executing an Indemnification Agreement in favor of the City of Redlands in form approved by the City Attorney.

2. I move that the City Council approve the Indemnification Agreement pursuant to which Canyon Ranch will indemnify the City.

RECOMMENDATION:

Staff recommends that City Council approve recordation of the Notice of Partial Non-Renewal of a Land Conservation Agreement based on actions taken by the County of San Bernardino with respect to Contract 77-530 and additional information about Contract 77-530 obtained from the State of California, LAFCO and from the County Assessor's office; and approve Indemnification Agreement by Canyon Ranch for any claims that could be made against City.

DISCUSSION:

Contract 77-530 [Attached as Exhibit "B"] was originally entered into on February 15, 1977 and recorded in the records of the San Bernardino County Recorder on February 22, 1977.

The parcels originally subject to Contract 77-530 were within the jurisdiction of the County. In 1989/1990 two parcels east of San Timoteo Canyon Road ("Redlands Parcels") were annexed into the City of Redlands. The Redlands Parcels are currently subject to a development application (TTM 20402 and Zone Change No. 468) by Highpointe Canyon Ranch, LLC (which currently has an option to purchase the Redlands Parcels) to develop 27 single family lots on 21.6 acres of land. Contract 77-530 needs to be removed from record title for the development application to proceed forward.

The County of San Bernardino determined that Contract 77-530 was terminated effective as of about December 31, 1991. However, as a result of a clerical error, no document releasing Contract 77-530 was recorded [Source: Letter ("LUS Letter") dated April 8, 2022 from Jess Bruckhart, County Land Use Services, page 1 end of 3rd paragraph--attached as Exhibit "C"].

The County approved the recordation of a Notice of Partial Non-Renewal of a Land Conservation Agreement ("County Non-Renewal Notice") , which was recorded on October 7, 2022 as Document # 2022-0336423 [Source: Recorded County Non-Renewal Notice attached as Exhibit "D".]

The County has confirmed (and represented in the County Notice of Non-Renewal) that all of the parcels subject to Contract 77-530 (including the Redlands Parcels) were removed from the Agricultural Preserve map maintained by the County on or about January of 1982 [Source: LUS Letter, page 1 paragraph 2; August 26, 2020 email from Suzanne Peterson (County LUS) (herein "Peterson Email"—attached as Exhibit "E"]. Under the Williamson Act, §51236, the effect of removal of land under contract from an agricultural preserve by the County is the equivalent of notice of nonrenewal by the county. In addition, section 12 of Contract 77-530 provides that "removal of land under this contract from an agricultural preserve shall be the equivalent of notice of non-renewal by COUNTY…"

Prior to release of Contract 77-530, the County of San Bernardino confirmed the following: (i) The County itself has no record of Contract 77-530 as an active land conservation contract, (ii) the County contacted the California Department of Conservation (DOC) and confirmed that the DOC has no record of Contract 77-530; (iii) the San Bernardino County Assessor confirmed that the none of the parcels subject to Contract 77-530 have been assessed as agricultural properties under the contract since 1992, with the result that the properties have

been taxed at full fair market value since 1992, and (iv) San Bernardino LAFCO has no record of Contract 77-530 [Source: LUS Letter, page 1, paragraphs 2 and 3].

Based on the County research and records regarding Contract 77-530, and the recordation by the County of the Notice of Partial Non-Renewal for the parcels located within the County, staff has concluded that all available documents and data show that Contract 77-530 terminated as of about December 31, 1991, and through a clerical error no document was recorded which reflected such termination.

The risk of any liability to the City for recording a Notice of Partial Non-Renewal of the Redlands Parcels appears to be very small. However, to ensure that the City incurs no liability, staff recommends that the City obtain from Canyon Ranch an indemnification agreement pursuant to which Canyon Ranch will defend and indemnify the City against any claim that could arise from recordation of the City Notice of Partial Non-Renewal. A form of Indemnification Agreement is attached as Exhibit “F”.

ALTERNATIVES:

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

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year: 2022-2023

Appropriation Required Y/N: No

Budgeted Y/N: N/A

Account No.: N/A

Discussion:

This item is consideration of recording a Partial Notice of Non-Renewal of a Land Conservation Agreement, which is being processed to correct a clerical error from December 1991. No fiscal impact is anticipated.

Attachments

Attachment A-1: Notice of Partial Non-Renewal of a Land Conservation Agreement for Redlands Parcels

Attachment A-2: Legal Description of Redlands Parcels

Attachment B: Land Conservation Agreement #77-530

Attachment C: County Land Use Services Letter dated April 8, 2022 from Jess Bruckhart

Attachment D: Recorded County Notice of Partial Non-Renewal of a Land Conservation Agreement

Attachment E: August 26, 2020 email from Suzanne Peterson (County Land Use Services)

Attachment F: Indemnification Agreement by Canyon Ranch Development, LLC (land owner)

Recording Requested by:

CITY OF REDLANDS
DEVELOPMENT SERVICES DEPARTMENT

when recorded MAIL TO ABOVE, AND:

John K. Mirau, Esq.
Mirau, Edwards, Cannon, Lewin & Tooke
P.O. Box 9058
Redlands, CA 92375-2258

NOTE: Exempt for fees per CA Govt. Code Sect. 27383

Space Above for Recorder's Use Only

APN's: 0293-132-01 and ,0293-141-37

NOTICE OF PARTIAL NON-RENEWAL OF A LAND CONSERVATION AGREEMENT

This NOTICE OF PARTIAL NON-RENEWAL OF A LAND CONSERVATION AGREEMENT is executed this 20th day of June, 2023 by the City of Redlands.

WITNESSETH

WHEREAS, Ernest R. Larsen and Dorothy A. Larsen, husband and wife, Phillip S. Sirianni and Janice L. Sirianni, husband and wife and Sanford C. Gunter and Velma C. Gunter, husband and wife (beneficiaries) executed and acknowledged a LAND CONSERVATION AGREEMENT (herein "Contract 77-530") on the 15th day of February, 1977 which was recorded with the San Bernardino County Recorder on the 22nd day of February, 1977 in Book 9119, Page 1377 of the public records; and

WHEREAS, a portion of the land subject to Contract 77-530 (as described on Exhibit "A" hereof) has previously been annexed into the City of Redlands; and

WHEREAS, the County of San Bernardino ("County") modified its agricultural preserve effective on or about January, 1982 removing portions of the properties subject to Contract 77-530 from the agricultural preserves of the County of San Bernardino; and

WHEREAS, under Section 51236 of the Williamson Act, the effect of removal of land under contract from an agricultural preserve is the equivalent of notice of nonrenewal by the County. In addition, Section 12 of Contract 77-530 provides that "[r]emoval of land under this contract from an agricultural preserve shall be the equivalent of notice of non-renewal by COUNTY…"; and

WHEREAS, de facto notice of non-renewal (removal from agricultural preserve) by County became effective on or about January, 1982;

NOW THEREFORE, the de facto notice of partial non-renewal (removal from agricultural preserve) by County of that portion of Contract 77-530 described in Exhibit "A" is deemed effective on or about the 1st day of January 1982 and the partial termination date of the LAND CONSERVATION AGREEMENT, above identified, was on or about the 31st day of December 1991.

IN WITNESS WHEREOF, I, Eddie Tejeda on behalf of the City of Redlands have executed this NOTICE OF PARTIAL NON-RENEWAL OF A LAND CONSERVATION AGREEMENT.

Dated: June 20, 2023

Eddie Tejeda, Mayor

NOTARY 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 _____)
) SS
COUNTY OF _____)

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO)

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

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

WITNESS my hand and official seal.

_____
Notary Public (SEAL)

LEGAL DESCRIPTION

Real property in the City of Redlands, County of San Bernardino, State of California, described as follows:

PARCEL 1: (APN: A PORTION OF 0293-132-01-0-000)

THAT PORTION OF LOT 11, BLOCK 2 OF RE-SUBDIVISION OF BLOCKS 2 AND 3, ADDITION TO TERRACINA NO. 1 IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 39 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWESTERLY CORNER OF LOT 12, BLOCK 2 OF RE-SUBDIVISION OF BLOCKS 2 AND 3, ADDITION TO TERRACINA NO. 1, SAID CORNER LYING ON THE CENTER LINE OF A 40 FOOT ROAD KNOWN AS SAN TIMETEO ROAD; THENCE SOUTH 1° 21' EAST 160 FEET ALONG THE WESTERLY LINE OF LOT 12 AND THE CENTER LINE OF SAID ROAD; THENCE SOUTH 88° 31' EAST 255.99 FEET ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 12 TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 12 FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88° 31' EAST 208.61 FEET TO A POINT IN THE EAST LINE OF SAID LOT 11; THENCE SOUTH 1° 21' EAST 90 FEET ALONG THE EAST LINE OF SAID LOT 11 TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 88° 31' WEST 64.6 FEET ALONG THE SOUTH LINE OF SAID LOT 11 TO THE MOST EASTERLY CORNER OF SAID LOT 12; THENCE NORTH 56° 28' 30" WEST 169.64 FEET ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOT 11 TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 0293-141-37-0-000)

THE NORTH 25 ACRES OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THAT PORTION OF LOTS 23, 24 AND 25, BLOCK 2, INCLUDED WITHIN THE BOUNDARIES OF SAID LAND AS PER MAP OF ADDITION TO TERRACINA NO. 1, BEING A PORTION OF THE EAST ONE-HALF OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, AS PER MAP RECORDED IN BOOK 6, PAGE 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO W.C. MILES AND IMOGENE MILES, HUSBAND AND WIFE AS JOINT TENANTS BY DEED RECORDED MARCH 20, 1952 IN BOOK 2917, PAGE 405 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DEEDED TO JOHN R. BRUCKART JR. AND WIFE BY DEED RECORDED JANUARY 23, 1979 IN BOOK 9606, PAGE 581 OF OFFICIAL RECORDS.

BOOK 9119 PAGE 1377

Planning Dept.
Mary Hartman
916

#77-530

RECORDED REQUEST OF
MAIL TO

842

RECORDED IN OFFICIAL RECORDS
FEB 22 1977 AT 3:30 PM
V. DENNIS WARDLE
CLERK-RECORDER
SAN BERNARDINO COUNTY, CALIF.

NO FEE
A

LAND CONSERVATION AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of FEBRUARY, 19 77, by and between

ERNEST R. LARSEN AND DOROTHY A. LARSEN, husband and wife

Phillip S. Sirianni and Janice L. Sirianni, husband and wife

Sanford C. Gunter and Velma C. Gunter, husband and wife (beneficiaries)

(All owners, including multiple owners, and spouses, must be entered above. If unmarried, so indicate.) hereinafter to as "OWNER" (for both singular and plural), and the COUNTY OF SAN BERNARDINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

842

WITNESSETH

WHEREAS, OWNER possesses certain real property located within the COUNTY, which property is presently devoted to agricultural and compatible uses and is particularly described in Exhibit "A", attached hereto and made a part hereof, and

WHEREAS, said property is located in an agricultural preserve heretofore established by COUNTY by Resolution dated ~~2/9/76 and 2/17/76~~ with reference to Preserve Map, and

WHEREAS, both OWNER and COUNTY desire to limit the use of said property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of such lands from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, esthetic and economic asset to the COUNTY to maintain the agricultural economy of the COUNTY and the State of California, and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422, and

WHEREAS, it is the intent of COUNTY and OWNER that the continued existence of the within Agreement is made dependent upon the existence of legislation or other law implementing Article XXVIII of the California Constitution so the effect of the terms, conditions and restrictions of the Agreement on property values for taxation purposes is as favorable to OWNER as the legislation existing on the last renewal date.

NOW THEREFORE, the parties in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. California Land Conservation Act of 1965, as amended - This contract is made and entered into pursuant to the California Land Conservation Act of 1965, as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), and is subject to all the provisions, including amendments thereto which may be enacted, which are specifically applicable to such contracts.

2. Agricultural and Compatible Uses - During the term of this contract or any renewals thereof, the above described land shall not be used for any purpose, other than the production of agricultural commodities for commercial purposes and compatible uses as listed in the resolution establishing the preserve within which the land is located; a copy of such list is attached hereto and marked as Exhibit "B".

3. Additional Agricultural Uses - The Board of Supervisors of COUNTY may from time to time and during the term of this contract or any extensions thereof, by resolution add to those uses listed in the resolution establishing the preserve within which the land is located; provided, however, said Board shall not eliminate, without written consent of OWNER, a compatible use during the term of this contract or any renewals thereof.

842

4. Condemnation - In the event of an action in eminent domain or on acquisition in lieu of eminent domain in respect to the land, or any part thereof, described herein, this contract shall be subject to the provisions of Government Code Section 51290 et seq.

5. Term of Contract - This contract shall be effective commencing on January 1, 1977, and shall remain in effect for a period ending December 31, 1986, and during such renewals of this contract.

This contract shall be automatically extended for an additional year on the first day of each January [so that the unexpired term is ten (10) years from the first day of each January], unless notice of nonrenewal is given pursuant to Government Code Section 51245 et seq. Upon receipt of timely notice of non-renewal by either party this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the contract, as the case may be.

::::

::::

::::

::::

6. No payments by COUNTY - OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of this contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to OWNER as a result of the effect on the method of determining the assessed value of land described herein and any reduction thereof due to the imposition of the limitations on its use contained herein.

7. Successors in Interest - This contract shall run with the land described herein, and shall be binding upon the heirs, successors and assigns of OWNER.

8. Cancellation - Except as provided in Clause 9 below, this contract may be cancelled as to any or all of the land described in Exhibit "A" by mutual agreement of OWNER and COUNTY providing such cancellation is strictly pursuant to the provisions of Government Code Sections 51280 through 51285.

9. Restrictive Law Alteration - This contract may be cancelled by mutual agreement of COUNTY and OWNER without payments or public hearing if it is replaced by an enforceable restriction authorized by Article XXVIII of the California Constitution or whenever there is no operative legislation or other law implementing said Article at the time the cancellation is requested by OWNER.

10. Division of Land under Contract - Whenever the land under this contract is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided land, any of the rights of the owner of the original contract, including the right to give notice of non-renewal and to petition for cancellation. The effect of any such action by the owner of a parcel created by the division of land under contract shall not be imputed to the owners of the remaining parcels and shall have no effect on the contract as it applies to the remaining parcels of divided land.

842

11. Information from OWNER - OWNER, upon request of COUNTY, shall provide information relating to OWNER's obligation under this contract.

12. Acts of Non-Renewal by COUNTY - Removal of land under this contract from an agricultural preserve shall be the equivalent of notice of non-renewal by COUNTY, and COUNTY shall, at least sixty (60) days prior to the next renewal date following the removal, serve a notice of non-renewal as provided in Government Code Section 51245.

13. Termination Document Recordation - In the event of termination of this contract by (1) notice of non-renewal, (2) cancellation, (3) nullification by annexation or condemnation, the COUNTY shall record the appropriate documents in the County Recorder's Office and file such documents with any other governmental agency authorized to receive them.

:::: ::::

:::: ::::

14. Annexation of Land within One Mile - In the event that the land of the OWNER, or any portion thereof, which is included in Exhibit "A" and is within one mile of the boundaries of a city at the time this contract is executed, is subsequently annexed by such city, but such city by its acts does not succeed to all the rights, duties and powers of this contract, then the OWNER and the land, or such portion thereof, shall be subject to a charge amounting to the differential (for the last five assessments prior to annexation, or the actual number of assessments, if less than five, during the existence of this contract) between the taxes as actually computed under this contract, and the taxes which would have been computed without the benefit of the restrictions of this contract.

15. Notices - Any notices required to be given hereunder or required to be given by law shall be given by United States Registered Mail, return receipt requested, and any notice to the COUNTY shall be sent to the Clerk of the Board of Supervisors of San Bernardino County, San Bernardino, California, and any notice to the OWNER shall be sent to the last known address as shown on the latest assessment roll. Such address shall be the proper address for every person in the case of multiple owners.

16. Severability - It is understood and agreed by the parties hereto that if any of these provisions shall contravene the Land Conservation Act of 1965, as amended, or be invalid under any law, such contravention or invalidity shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

IN WITNESS WHEREOF, OWNER and COUNTY have executed this contract on the day and year first above written.

8-12

COUNTY OF SAN BERNARDINO

By _____

Chairman of the
Board of Supervisors

ATTEST:

LEONA RAPOPORT, Clerk
of the Board of Supervisors

By _____

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

On this 17th day of February, 19 77, before me Martha M. Sekerak, Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ROBERT O. TOWNSEND known to me to be the - - - Chairman of the Board of Supervisors of the County of San Bernardino that executed the within Agreement and acknowledged to me that said County of San Bernardino did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

OFFICIAL SEAL
MARTHA M. SEKERAK
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN BERNARDINO COUNTY
My Commission Expires Nov 7, 1980

Martha M. Sekerak
NOTARY PUBLIC in and for said County and State
MARTHA M. SEKERAK

NOTE: All owners, including multiple owners, and spouses, must execute this Agreement. All signatures must be notarized, either separately or collectively. Please obtain the certification sheets necessary for the signatures and attach them after this page.

842

OWNER(S):

Ernest R. Larsen

Dorothy A. Larsen

Phillip S. Sirianni

Janice L. Sirianni

Sanford C. Gunter

Vlema C. Gunter

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

On this _____ day of _____, 19 77 , before me _____, Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Chairman of the Board of Supervisors of the County of San Bernardino that executed the within Agreement and acknowledged to me that said County of San Bernardino did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

_____
NOTARY PUBLIC in and for said
County and State

8-12

NOTE: All owners, including multiple owners, and spouses, must execute this Agreement. All signatures must be notarized, either separately or collectively. Please obtain the certification sheets necessary for the signatures and attach them after this page.

OWNER(S):

_____
Ernest R. Larsen

_____
Dorothy A. Larsen

_____
Phillip S. Sirianni

_____
Janice L. Sirianni

_____
Sanford C. Gunter

_____
Vlema C. Gunter

_____

_____

TO 447 C
(Individual)

BOOK 9119 PAGE 1383

TI

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On February 11, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Philip S. Sirianni & Janice L. Sirianni, known to me to be the person S whose nameS are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Patricia E. Migliori

Patricia E. Migliori
Name (Typed or Printed)

OFFICIAL SEAL
PATRICIA E. MIGLIORI
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JAN 3, 1979

445 S. Figueroa St., Ste. 3800, Los Angeles, CA 90017

(This area for official notarial seal)

STAPLE HERE

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

On this 14th day of February, 19 77, before me Lenora K. McCluskey, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ernest R. Larsen, Dorothy A. Larsen, Sanford C. Gunter and Velma C. Gunter

known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

OFFICIAL SEAL
LENORA K. McCLUSKEY
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires Aug. 21, 1978

McCLUSKEY
CALIFORNIA
COUNTY
Aug. 21, 1978

(SEAL)

Lenora K. McCluskey
NOTARY PUBLIC in and for said County and State

842

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

On this _____ day of _____, 19____, before me _____, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____

known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)

NOTARY PUBLIC in and for said County and State

Page)

EXHIBIT "A"

DESCRIPTION OF PROPERTY

TAX PARCEL NUMBER	EXACT DESCRIPTION FROM LAST TAX STATEMENT
293-071-12 (.25 ± ac)	Bermudez Sub. commencing at Point on South line of Lot 6, South 88° 22.5' West 316.5 feet from Southeast coener thereof, thence South 88° 22.5' West 80 feet; thence North 1° 21.5' West 125.11 feet; thence North 89° 32.5 ' East 80 feet; thence South 1° 22.5' East 123.49 feet to the point of beginning.
293-081-09 (7.92 ac)	Portion of Northwesterly 19 acres of the Northeasterly 1/4 of the Northwesterly 1/4 of Section 32, township 1 south, range 3 west, corner at intersection middle lines two 12 foot roads as shown on plat Bermudez Sub; thence North 50° 40' East 341.60 feet; thence North 50° 36' East 82 feet; thence North 41° 28' East 177.8 feet; thence South 89° 47' East 530.37 feet to center San Timoteo Road; thence South 39° 38.5' East 485.23 feet to center 12 foot road; thence South 86° 50.5' West 1284.67 feet to the point of beginning.
293-081-11 (1.55 ac)	Portion of the Northeast 1/4 of the Northwest 1/4 of Section 32 Township 1 South, Range 3 West commencing 12 feet East and 414.6 feet North of the Northeast corner of Lot 6, Bermudez Sub; thence East 210 feet for the point of beginning; thence North 1° 45' West 349.43 feet to a point South 1° 45' East 201.34 feet from the South line of Barton Avenue; thence South 89° 47' East 240 feet; thence South 1° 45' East 161.64 feet; thence South 41° 26' West 177.8 feet; thence South 50° 36' West 82 feet; thence South 88° 15' West 535.53 feet to the point of beginning.
293-081-12 (.75 ac)	A portion of the Northeast 1/4 of the Northwest 1/4 of Section 32, Township 1 South, Range 3 West, commencing at C/L of two 12 foot roads at Northwest coener of Lot 5 Bermudez Sub; thence North 208 feet, more or less; thence East 88° 15' East 270.3 feet more or less; thence Southwesterly to the point of beginning.
293-081-19 (1.01 ± ac)	A portion of the Northwesterly 19 acres of the Northeast 1/4 of Section 32, township 1 south, range 3 West, described as commencing at intersection C/L of two 12 foot roads as shown on Bermudez Sub; thence North 50° 40' East 341.06 feet; thence North 50° 36' East 82 feet; thence North 41° 28' East 177.8 feet for the true point of beginning; thence North 1° 45' East 161.84 ft; thence South 89° 47' East 189.12 feet; thence South 0° 13' West 102 feet; thence South 89° 47' East 305.43 feet to C/L San Timotar Canyon Road; thence Southeasterly along said C/L to a point which is North 39° 38.5' West 485.23 feet from center of a 12 foot road; thence North 89° 47' West 530.37 feet; to the true point of beginning. Except street.

842

EXHIBIT "A"

EXHIBIT "A"

DESCRIPTION OF PROPERTY

TAX PARCEL NUMBER	EXACT DESCRIPTION FROM LAST TAX STATEMENT
293-091-04 (2.67 ac)	Lot 2, Bermudez Sub. at Map Book 13, page 35.
293-101-03 (24.85 ac)	Beginning 742 feet North of the Southeast corner of the South 1/2 of the Northwest 1/4 of Section 32, township 1 South, Range 3 West; thence North to the Northeast corner of the South 1/2 of the Northwest 1/4; thence West to C/L San Timoteo Creek; thence Southeasterly along said creek to a point 742 feet North of the South line South 1/2 of the Northwest 1/4; thence East to beginning.
293-101-01 (8.9 ac)	The West 400 feet, South and West of Railroad of the Southwest 1/4 of the Northwest 1/4 of Section 32, township 1 south, range 3 West.
293-101-06 (4.5 ac)	The East 513 feet of the Southwest 1/4 of the Northwest 1/4, South and West of Railroad of Section 32, township 1 south, Range 3 West.
293-132-01 (.85 ac ±)	Re Sub of Blocks 2 and 3 Addition to Terracina No. 1 Portion, Lots 11 and 12 described as commencing South 1° 21' East 160 feet from the Northwesterly corner of Lot 12 in C/L 40 ft. road; thence South 88° 31' East 464.60 feet to the Easterly line of Lot 11; thence South 0° 21' East 90 feet to the Southeast corner of Lot 11; thence North 88° 31' West along the Southerly line of Lot 11 and 12 to the West line of Lot 12 in C/L 40 ft. road; thence North to the point of beginning.
293-141-11 (21.1 ac)	The North 25 acres of the Southwest 1/4 of the Northeast 1/4 of Sect. 32, T. 1 S, R 3 W, except portion lying Northeasterly of following described line commencing on North line of the Southwest 1/4 of the Northeast 1/4 of said Section South 88° 31' East 582.20 feet from the West line of said Southwest 1/4 of the Northeast 1/4; thence South 34° 41' East 286.23 feet; thence South 54° 33' 30" East 377.33 feet to the Southwesterly prolongation of the Southeasterly line of Lot 8, Block 7, RE Sub Blk. 2 and 3 Terracina Addition No. 1; thence Northeasterly along said Southeasterly line to the East line of said Southwest 1/4 of the Northeast 1/4 of said Section 32, T. 1 S., Range 3 West and exception of a portion in county road.

842

EXHIBIT "A"

UNIFORM RULES AND COMPATIBLE USES
FOR AGRICULTURAL PRESERVES IN SAN BERNARDINO COUNTY

The following uses are hereby determined to be agricultural and compatible uses within an agricultural preserve, and all other uses are prohibited therein:

(1) Agricultural use, described as any use of land for the purpose of producing an agricultural commodity, consisting of any and all plant and animal products, for commercial purposes, provided such use is permitted by the applicable zoning and not prohibited by other law or ordinance.

(2) A stand for display and sale of agricultural commodities produced on the premises or on other premises within the preserve.

(3) Gas, electric, water, and communication utility facilities and public service facilities of like nature operated by a public agency or mutual water company.

(4) Public highways.

(5) Fire protection works and facilities.

(6) Flood control works, including channel rectification and alteration.

(7) Public works required for fish and wildlife enhancement and preservation.

(8) Improvements for the primary benefit of the lands within the preserve.

(9) State improvements described in Section 51293, subsections (f) and (g) of the California Government Code.

(10) One-family dwellings for the use only of an owner or manager of land within the agricultural preserve, or a person employed on said land, if such use is permitted by the applicable zoning, but not exceeding three (3) dwellings for each parcel of not less than ten (10) acres.

(11) Farm labor camps, including temporary trailer housing, subject to the conditions of law or ordinance otherwise applicable.

(12) Drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced.

(13) Any other use, not inconsistent with uses listed in (1) above, existing on the date the land is included within an agricultural preserve, but such use once discontinued for two (2) years shall not be resumed unless permitted under these rules.

(14) "Open space use" as defined in California Government Code Section 51201.

(15) Any use required to be permitted by an amendment to the California Land Conservation Act of 1965 hereafter adopted.

(16) Any use determined to be a compatible use in all agricultural preserves by the Board of Supervisors, after public hearing on ten (10) days' published notice and such other notice, if any, as they may specify. Thereafter such use shall be deemed a compatible use in any agricultural preserve, providing that it is not inconsistent with uses listed in paragraph (1) above.

842

EXHIBIT "B"

385 N. Arrowhead Avenue, First Floor, San Bernardino, CA 92415 | Phone: 909.387.8311 Fax: 909.387.3223
www.SBCounty.gov

SAN BERNARDINO COUNTY

Land Use Services Department
Planning

David Doublet
Director

April 8, 2022

Mr. John K. Mirau, Esq.
Law Offices of Mirau, Edwards, Cannon, Lewin & Tooke.
PO Box 9058
Redlands, CA 92375

RE: PARTIAL NON-RENEWAL OF LAND CONSERVATION AGREEMENT NO. 77-530; APNs: 0293-071-12, 0293-081-09, -11, -12, AND -19, 0293-091-04, AND 0293-101-03; 3RD SUPERVISORIAL DISTRICT; PROJECT NO.: PAPLC-2021-00001

Dear Mr. Mirau:

This letter is to inform you that County staff has prepared and processed a "Notice of Partial Non-Renewal" for Land Conservation Agreement 77-530 ("Contract 77-530") covering the following properties (collectively "subject properties"):

APNs: 0293-071-12
0293-081-09
0293-081-11
0293-081-12
0293-081-19
0293-091-04
0293-101-03

According to the Land Use Services Department's records, the subject properties are no longer located within an agricultural preserve which is a prerequisite for holding an active land conservation contract. Notwithstanding the removal and/or disestablishment of the agricultural preserve, staff has been unable to locate an official notice of non-renewal for Contract 77-530. A record search was also conducted with the Clerk of the Board and the County Recorder's Office and similarly, a notice of non-renewal was not found for the subject properties. In addition, we contacted the California Department of Conservation and the San Bernardino County LAFCO and neither entity has record of Contract 77-553 or found documentation of non-renewal or cancellation for this contract.

The County Assessor's Office verified the subject properties are not being assessed as agricultural properties under contract since 1992. Therefore, based on available records we have concluded the subject properties were removed from the agricultural preserve and a de facto notice of non-renewal was effective on or about 1982, however due to a clerical error a notice of non-renewal was never recorded.

BOARD OF SUPERVISORS
Col. Paul Cook (Ret.), First District | Janice Rutherford, Second District | Dawn Rowe, Vice Chair, Third District | Curt Hagman, Chairman, Fourth District | Joe Baca, Jr., Fifth District
Leonard X. Hernandez, Chief Executive Officer

In summary, in order to remedy this clerical error, staff has prepared a Notice of Partial Non-Renewal for Contract 77-530 and has submitted the document to the County Recorder's Office for further processing and recordation.

Please take note, the Notice of Partial Non-Renewal includes only those properties which were both part of the original contract and still within the jurisdiction of San Bernardino County. If you have any questions regarding this matter, please do not hesitate to contact me at (3724)549-2119 or email at Jessie.Bruckhart@lus.sbcounty.gov.

Sincerely,

Jess Bruckhart, Planner

Attachment: Notice of Partial Non-Renewal

Map of Subject Properties

Recording Requested by:

SAN BERNARDINO COUNTY
LAND USE SERVICES DEPARTMENT
PLANNING DIVISION

when recorded MAIL TO ABOVE, AND:

John K. Mirau, Esq.
Mirau, Edwards, Cannon, Lewin & Tooke
P.O. Box 9058
Redlands, CA 92375-2258

NOTE: Exempt for fees per CA Govt. Code Sect. 27383

Electronically Recorded in Official Records San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2022-0336423

10/07/2022 09:00 AM	Titles: 1	Pages: 7
SAN	Fees	$0.00
	Taxes	$0.00
F3010	CA SB2 Fee	$0.00
	Total	$0.00

Space Above for Recorder's Use Only

APNS: 0293-071-12, 0293-081-09, 0293-081-11, 0293-081-12, 0293-081-19, 0293-091-04, AND 0293-101-03

NOTICE OF PARTIAL NON-RENEWAL OF A LAND CONSERVATION AGREEMENT

This NOTICE OF PARTIAL NON-RENEWAL OF A LAND CONSERVATION AGREEMENT is executed this 6th day of October, 2022 by the San Bernardino County Land Use Services Department, Planning Division.

WITNESSETH

WHEREAS, Property owners, Ernest R. Larsen and Dorothy A. Larsen, husband and wife, Phillip S. Sirianni and Janice L. Sirianni, husband and wife and Sanford C. Gunter and Velma C. Gunter, husband and wife (beneficiaries), executed and acknowledged a LAND CONSERVATION AGREEMENT (herein "Contract 77-530") on the 15th day of February, 1977 which was recorded with the San Bernardino County Recorder on the 22nd day of February, 1977 in Book 9119, Page 1377 of the public records; and

WHEREAS, the County of San Bernardino ("County") modified its agricultural preserve effective on or about January, 1982 removing portions of the properties subject to Contract 77-530 from the agricultural preserves of the County of San Bernardino; and

WHEREAS, under Section 51236 of the Williamson Act, the effect of removal of land under contract from an agricultural preserve is the equivalent of notice of nonrenewal by the County. In addition, Section 12 of Contract 77-530 provides that "[r]emoval of land under this contract from an agricultural preserve shall be the equivalent of notice of non-renewal by COUNTY…"; and

WHEREAS, de facto notice of non-renewal (removal from agricultural preserve) by County became effective on or about January, 1982;

NOW THEREFORE, the de facto notice of partial non-renewal (removal from agricultural preserve) by County of that portion of Contract 77-530 described in Exhibit "A" is deemed effective on or about the 1st day of January, 1982 and the partial termination date of the LAND CONSERVATION AGREEMENT, above identified, was on or about the 31st day of December, 1991.

IN WITNESS WHEREOF, I, Heidi Duron, Planning Director, Land Use Services Department, Planning Division, for the County of San Bernardino have executed this NOTICE OF PARTIAL NON-RENEWAL OF A LAND CONSERVATION AGREEMENT.

Dated: 10/6/2022

Heidi Duron, Planning Director
San Bernardino County
Land Use Services Department,
Planning Division

SAN BERNARDINO COUNTY

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED PURSUANT TO GOVERNMENT CODE SECTION 25103 THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____

Exhibit A

CANYON RANCH DEVELOPMENT, LLC, PROPERTIES SUBJECT TO WILLIAMSON ACT UNDER LAND CONSERVATION AGREEMENT RECORDED FEB. 22, 1977

The land referred to herein is situated in the State of California, County of San Bernardino and described as follows:

APN: 0293-071-12-0-000

A portion of Lot 6, according to "Plat of Mrs. Burmudes Survey" being one-half of the Northwest one-quarter of Section 32, Township 1 South, Range 3 West, San Bernardino Meridian, in the County of San Bernardino, State of California, as per Map recorded in Book 13 of Maps, Page 35, records of said County, described as follows;

Commencing at a point on the South line of said Lot 6, South 88° 22 1/2' West 316.50 feet from the Southeast corner thereof; thence South 88° 22 1/2' West 80 feet; thence North 1° 21 1/2' West 125.11 feet; thence North 89° 32 1/2' East 80 feet; thence South 1° 22 1/2' East 123.49 feet to the point of beginning.

The property herein described as Parcel No. 5 is also shown on Licensed Land Surveyor's Map recorded in Book 3 of Record Surveys, Page 17.

(APN: 0293-081-09-0-000, 0293-081-11-0-000 AND 0293-081-12-0-000)

THAT PORTION OF THE 19 ACRE TRACT OF LAND AS SHOWN ON "PLAT SHOWING MRS. BURMUDEZ SURVEY", AS PER MAP RECORDED IN BOOK 13, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF THE TWO 12-FOOT ROADWAYS AS SHOWN ON SAID "PLAT", AND AS SHOWN ON A LICENSED LAND SURVEYOR'S MAY RECORDED IN BOOK 2, PAGE 6 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY; THENCE NORTH ALONG THE CENTER LINE OF THE 12-FOOT ROADWAY RUNNING NORTH AND SOUTH AS SHOWN ON SAID MAPS, 208 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE TRACT OF LAND CONVEYED TO FREDERICK M. BURMUDEZ BY DEED RECORDED IN BOOK 404, PAGE 153 OF DEEDS, RECORDS OF SAID COUNTY, AS SAID SOUTH LINE IS EXTENDED WEST; THENCE ALONG SAID SOUTH LINE OF FREDERICK M. BURMUDEZ PROPERTY AND SAID LINE EXTENDED, NORTH 88° 15' EAST 216 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO LUCY SPILSBERY BY DEED RECORDED IN BOOK 404, PAGE 152 OF DEEDS, RECORDS OF SAID COUNTY; THENCE ALONG THE WEST LINE OF SAID SPILSBERY PROPERTY, NORTH 1° 45' WEST 349.43 FEET TO A POINT WHICH IS SOUTH 1° 45' EAST 201.34 FEET FROM THE SOUTH LINE OF BARTON AVENUE AS SHOWN ON AFORESAID LICENSED SURVEYOR'S MAP; THENCE PARALLEL WITH SAID BARTON AVENUE, SOUTH 89° 47' EAST 240 FEET MORE OR LESS TO THE EAST LINE OF AFORESAID SPILSBERY PROPERTY, SAID LINE BEING IDENTICAL WITH THE WEST LINE OF PARCEL NO. 2 AS SHOWN ON AFORESAID LICENSED SURVEYOR'S MAP; THENCE ALONG SAID WEST LINE OF PARCEL NO. 2, SOUTH 1° 45' EAST 161.64 FEET MORE OR LESS TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID PARCEL NO. 2, SOUTH 89° 47' EAST 208.2 FEET TO THE SOUTHEAST CORNER THEREOF, WHICH IS IDENTICAL WITH THE SOUTHWEST CORNER OF PARCEL NO. 3 AS SHOWN ON AFORESAID LICENSED LAND SURVEYOR'S MAP RECORDED IN BOOK 2, PAGE 6 OF RECORDS OF SURVEY; THENCE ALONG THE SOUTH LINE OF SAID PARCEL NO. 3, SOUTH 89° 47' EAST 322.17 FEET TO THE CENTER LINE OF SAN TIMOTEO ROAD; THENCE ALONG SAID CENTER LINE SOUTH 39° 38' 30" MINUTES EAST 485.23 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF A 12-FOOT ROADWAY WHICH LIES ALONG THE NORTH LINES OF LOTS NO'S. 1 TO 5 AS SHOWN ON AFORESAID "PLAT SHOWING MRS. BURMUDEZ SURVEY", THENCE ALONG SAID CENTER LINE OF A 12-FOOT ROADWAY, SOUTH 88° 50' 30" WEST 1284.67 FEET TO THE POINT OF BEGINNING.

(APN: A PORTION OF 0293-081-19-0-000)

THE SOUTHERLY 161.64 FEET OF THAT PORTION OF THE 19 ACRE TRACT OF LAND AS SHOWN ON PLAT SHOWING MRS. BURMUDEZ SURVEY, AS PER PLAT RECORDED IN BOOK 13, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS PARCEL 2 ON LICENSED SURVEYOR'S MAP RECORDED IN BOOK 2, PAGE 6 OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE MIDDLE LINE OF TWO 12-FOOT ROADWAYS AS SHOWN ON SAID MAP; THENCE NORTH 50° 40' EAST 341.06 FEET; THENCE NORTH 50° 36' EAST 82 FEET; THENCE NORTH 41° 28' EAST 177.8 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, ALONG THE EASTERLY LINE OF TRACT CONVEYED TO LUCY SPILSBERY BY DEED RECORDED IN BOOK 404, PAGE 152 OF DEEDS, RECORDS OF SAID COUNTY; THENCE NORTH 1° 45' WEST 392.98 FEET TO THE CENTER LINE OF BARTON AVENUE; THENCE ALONG THE CENTER LINE OF BARTON AVENUE SOUTH 89° 47' EAST 222.72 FEET TO THE NORTHWEST CORNER OF TRACT OF LAND CONVEYED FROM J. A. ROSS TO OSWALD J. TAYLOR BY DEED DATED JULY 7, 1926 AND RECORDED IN BOOK 132, PAGE 152 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE SOUTH 0° 22' 30" WEST ALONG THE WEST LINE OF LAND SAID TAYLOR, AND SAID WEST LINE EXTENDED SOUTH 392.71 FEET; THENCE NORTH 89°47' WEST 208.2 FEET, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY HEREINABOVE DESCRIBED IN THE CENTER LINE OF SAN TIMOTEO CANYON ROAD; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, NORTH 89° 37' 30" WEST 192.53 FEET, TO AFORESAID NORTHWEST CORNER OF PARCEL NO. 3 AS SHOWN ON A LICENSED SURVEYOR'S MAP; AND THENCE PARALLEL WITH AFORESAID SOUTH LINE OF PARCEL NO. 2, AS SHOWN ON SAID MAP, NORTH 89° 47' WEST 33.60 FEET; THENCE AT RIGHT ANGLES SOUTH 0° 13' WEST 102 FEET; THENCE PARALLEL WITH AFORESAID SOUTH LINE OF PARCELS 2 AND 3, SOUTH 89° 47' EAST 305.43 FEET TO AFORESAID CENTER LINE OF SAN TIMOTEO CANYON ROAD; THENCE ALONG SAID CENTER LINE NORTH 39° 38' 30" WEST 116.03 FEET TO AN ANGLE POINT THEREIN; AND THENCE NORTH 21° 56' WEST 13.44 FEET, TO THE POINT OF BEGINNING.

(APN: A PORTION OF 0293-081-19-0-000)

PORTION OF THE 19 ACRE TRACT OF LAND AS SHOWN ON PLAT SHOWING MRS. BURMUDEZ SURVEY, AS PER MAP RECORDED IN BOOK 13, PAGE 35 OF MAPS, RECORDS OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS PARCEL NO. 3 ON LICENSED SURVEYOR'S MAP, RECORDED IN BOOK 2, PAGE 6 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE MIDDLE LINE OF TWO 12-FOOT ROADWAYS AS SHOWN ON SAID MAPS; THENCE NORTH 50° 40' EAST 341.05 FEET; THENCE NORTH 50° 36' EAST 82 FEET; THENCE NORTH 41° 29' EAST 177.8 FEET; THENCE SOUTH 89° 47' EAST 208.2 FEET, TO THE PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING SOUTH 89° 47' EAST 322.17 FEET TO THE CENTER OF SAN TIMOTEO ROAD; THENCE ALONG THE CENTER LINE OF SAID ROAD NORTH 39° 38' 30" WEST 193.71 FEET; THENCE NORTH 21° 56' WEST 13.44 FEET; THENCE LEAVING SAID ROAD NORTH 89° 37' 30" WEST 192.53 FEET; THENCE SOUTH 0° 22' 30" WEST 161.64 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY HEREINABOVE DESCRIBED, IN THE CENTER LINE OF SAN TIMOTEO CANYON ROAD; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, NORTH 89° 37' 30" MINUTES WEST 192.53 FEET, TO AFORESAID NORTH WEST CORNER OF PARCEL NO. 3 AS SHOWN ON A LICENSED SURVEYOR'S MAP; AND THENCE PARALLEL WITH AFORESAID SOUTH LINE OF PARCEL NO. 2, AS SHOWN ON SAID MAP, NORTH 89° 47' WEST 33.60 FEET; THENCE AT RIGHT ANGLES SOUTH 0° 13' WEST 102 FEET; THENCE PARALLEL WITH AFORESAID SOUTH LINE OF PARCELS 2 AND 3, SOUTH 89° 47' EAST 305.43 FEET TO AFORESAID CENTER LINE OF SAN TIMOTEO CANYON ROAD; THENCE ALONG SAID CENTER LINE NORTH 39° 38' 30" MINUTES WEST 116.03 FEET TO AN ANGLE POINT THEREIN; AND THENCE NORTH 21°,56' WEST 13.44 FEET, TO THE POINT OF BEGINNING.

APN: 0293-091-04-0-000

LOT 2, ACCORDING TO "PLAT SHOWING MRS. BURMUDEZ SURVEY", BEING THE NORTH ONE-HALF OF THE NORTH ONE-QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, AS PER MAP RECORDED IN BOOK 13, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(APN: 0293-101-13-0-000)
Original APN 0293-101-03 was divided into 0293-101-13 & -14
THE NORTH ONE-HALF OF THAT PORTION OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, LYING NORTH AND EAST OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD.

EXCEPTING THEREFROM THAT PORTION LYING SOUTH AND WEST OF THE CENTER LINE OF THAT EASEMENT AS CONVEYED BY MARIE C. PRICE TO THE COUNTY OF SAN BERNARDINO BY INSTRUMENT DATED AUGUST 28, 1939 AND RECORDED SEPTEMBER 13, 1939 IN BOOK 1371, PAGE 417 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, RECORDED MAY 20, 2005 AS INSTRUMENT NO. 2005-359931 OF OFFICIAL RECORDS.

(APN: A PORTION OF 0293-132-01-0-000)

LOT 12 IN BLOCK 2 OF RE-SUBDIVISION OF BLOCKS 2 AND 3, ADDITION TO TERRACINA NO. 1, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 39 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAVING AND EXCEPTING THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 12, SAID CORNER LYING IN THE CENTER LINE OF 40 FOOT ROAD KNOWN AS SAN TIMETEO ROAD; THENCE SOUTH 1° 21' EAST 160 FEET ALONG THE WESTERLY LINE OF SAID LOT 12, AND THE CENTER LINE OF SAID ROAD; THENCE SOUTH 88° 31' EAST 255.99 FEET ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 12 TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 12; THENCE NORTH 56° 28' 30" WEST 301.56 FEET ALONG THE SAID NORTHEASTERLY LINE OF LOT 12 TO THE POINT OF BEGINNING.

APN: 0293-101-14

A portion of that part of the North half of the South half of the South half of the Northwest quarter of Section 32, Township 1 South, Range 3 West, San Bernardino Meridian, said part described in document recorded July 12, 1983, as Instrument Number 83-154486, Official Records of San Bernardino County, said portion being all of said part lying Southwesterly of the following described line:

Commencing at a two inch (2") iron pipe monument marking the Southeast corner of the Northeast quarter of the Southwest quarter of Section 32, Township 1 South, Range 3 West, San Bernardino Meridian, as shown on County Surveyor's Map 10,067-1, said map being on file on the Office of the County Surveyor of San Bernardino County;

Thence North 89°27'35" West, 324.94 feet, along the South line if said Northeast quarter of the Southwest quarter of said Section 32, to the Point of Beginning;

Thence North 27°52'17" West, 33.38 feet;

Thence North 32°37'26" West, 73.96 feet;

Thence North 44°27'11" West, 35.73 feet;

Thence North 30°07'04" West, 48.18 feet;

Thence North 11°15'59" West, 33.73 feet;

Thence North 27°30'33" West, 391.02 feet to the North line of that certain parcel of land as described in a document recorded March 31, 1987, as Instrument Number 87-104359, Official Records of San Bernardino County;

Thence, along said North line, as described in said Instrument 87-104359, North 89°31'24" West, 4.53 feet;

Thence North 27°30'33" West, 109.48 feet;

Thence North 25°38'21" West, 287.36 feet;

Thence North 33°42'50" West, 90.55 feet;

Thence North 20°00'47" West, 130.24 feet;

Thence North 25°37'35" West, 822.36 feet;

Thence North 33°47'54" West, 40.76 feet;

Thence North 25°50'58" West, 53.31 feet;

Thence North 29°12'03" West, 186.73 feet;

Thence North 32°46'31" West, 186.72 feet;

Thence North 36°20'59" West, 210.79 feet;

Thence North 39°54'03" West, 212.12 feet;

Thence North 37°46'41" West, 102.89 feet;

Thence North 14°44'26" West, 16.07 feet;

Thence North 43°08'53" West, 26.12 feet;

Thence North 32°08'40" West, 121.82 feet;

Thence North 47°43'35" West, 15.54 feet;

Thence North 29°20'30" West, 298.92 feet;

Thence North 36°57'01" West, 363.98 feet;

Thence North 37°25'31" West, 48.07 feet;

Thence North 43°58'21" West, 28.26 feet;

Thence North 52°12'30" West, 28.54 feet;

Thence North 64°32'03" West, 36.85 feet;

Thence North 74°58'06" West, 47.38 feet;

Thence North 88°18'58" West, 102.31 feet;

Thence North 84°06'34" West, 46.73 feet;

Thence North 54°33'53" West, 25.78 feet to the Point of Termination in the Southeast corner of that 25.00 food wide parcel of land deeded to the Southern Pacific Railroad Company by document dated January 30, 1892 and recoded in Book 146 of Deeds, page 181 Records of San Bernardino County;

Containing 2.64 acres, more or less, of which 0.73 acres, more of less, lie within existing Flood Control easements.

From: Peterson, Suzanne <Suzanne.Peterson@lus.sbcounty.gov>
Sent: Wednesday, August 26, 2020 3:59 PM
To: Diane Sanchez <dsanchez@mechlaw.com>
Subject: RE: Ag Contract Information

Hi Diane,

Please see the attached maps. We also have a pdf map of the desert region but did not include it, so let me know if you would like that as well.

Below is a summary of the information we have on file. Unfortunately this is the only information we have, which came from an internally updated spreadsheet of all contracts in the County which may not be 100% accurate. This case is strange because there are multiple contracts for the same group of parcels. The other weird thing is that contract # 70-232 has both a non-renewal date and termination date for the same contract, this might be a typo.

The termination date is more recent that an latest contract (77-530) so I would take that to mean that there is no active contract on the parcel. Additionally, we require the Agriculture Preserve (AP) Overlay to be applied to properties that are under contract. There is no AP on any of these properties which also leads me to believe that there is not an active contract on the property. I also checked the Assessor's website which does not show the properties being assessed as

having Williamson Act or Open Space contract, looks like they are all being assessed normally. Finally, if we were to check the map which is also tracked by the state, it indicates that the area is not under contract.

When we spoke I had recommended that you contact the County Recorder's office to see what additional documentation they might be able to find, I still think this would be a good idea. You may also want to contact the City of Redlands because some of the properties (0293-132-01 & 0293-141-37) are in their jurisdiction, so perhaps they processed the non-renewal or contract termination. This may also explain why I was unable to find anything on past agendas taken to our County Board of Supervisors. It could be that it went through Redlands, not County land use/planning for processing

Again, this is the only information we have on file regarding the properties and previous contracts but I do hope this helps. Feel free to give me a call if you need clarification on any of this.

Contract #	APN		Owner	Acres	Non-Renewal	Termination	Annexed
70- 232	0293-071-12	1	Larsen/Sirianne		01/01/1972	12/31/1980	
77- 530	0293-071-12	1	Larsen	0.250			
70- 232	0293-081-09	1	Larsen/Sirianne	7.920	01/01/1972	12/31/1980	
77- 530	0293-081-09	1	Larsen	7.920			
70- 232	0293-081-11	1	Larsen/Sirianne	1.550	01/01/1972	12/31/1980	
77- 530	0293-081-11	1	Larsen	1.550			
70- 232	0293-081-12	1	Larsen/Sirianne	0.750	01/01/1972	12/31/1980	
77- 530	0293-081-12	1	Larsen	0.750			
70- 232	0293-081-19	1	Larsen/Sirianne		01/01/1972	12/31/1980	
77- 530	0293-081-19	1	Larsen	1.010			
70- 232	0293-091-04	1	Larsen/Sirianne	2.670	01/01/1972	12/31/1980	
77- 530	0293-091-04	1	Larsen	2.670			
70- 232	0293-101-01	1	Larsen/Sirianne	8.900	01/01/1972	12/31/1980	
77- 530	0293-101-01	1	Larsen	8.900			
70- 232	0293-101-03	1	Larsen/Sirianne	24.850	01/01/1972	12/31/1980	
77- 530	0293-101-03	1	Larsen	24.850			
70- 232	0293-101-06	1	Larsen/Sirianne	4.500	01/01/1972	12/31/1980	
77- 530	0293-101-06	1	Larsen	4.500			
70- 232	0293-132-01	1	Larsen/Sirianne		01/01/1972	12/31/1980	
77- 530	0293-132-01	1	Larsen	0.850			
70- 232	0293-141-11	1	Larsen/Sirianne	21.100	01/01/1972	12/31/1980	
77- 530	0293-141-11	1	Larsen	21.100			

Suzanne Peterson
Senior Planner
Land Use Services Department
Email: Suzanne.Peterson@lus.sbcounty.gov
Mobile: 909-601-4723
Office: 909-387-4739
Fax: 909-387-3223
385 N. Arrowhead Ave
San Bernardino, CA, 92415-0187

SAN BERNARDINO COUNTY

Our job is to create a county in which those who reside and invest can prosper and achieve well-being.
www.SBCounty.gov

County of San Bernardino Confidentiality Notice: This communication contains confidential information sent solely for the use of the intended recipient. If you are not the intended recipient of this communication, you are not authorized to use it in any manner, except to immediately destroy it and notify the sender.

FORM OF
INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is entered into by and between Canyon Ranch Development LLC, a California limited liability company (herein "Canyon Ranch") and the City of Redlands, a California municipal corporation (herein "City").

Recitals

A. Canyon Ranch owns property located in the City of Redlands further described on Exhibit "A" attached hereto (APN 0297-132-01 and 0293-141-37) (herein "Redlands Parcels");

B. The Redlands Parcels were subject to a Land Conservation Agreement (herein "Contract 77-530") on the 15th day of February, 1977 which was recorded with the San Bernardino County Recorder on the 22nd day of February, 1977 in Book 9119, Page 1377 of the public records originally. Contract 77-530 was originally executed by Ernest R. Larsen and Dorothy A. Larsen, husband and wife, Phillip S. Sirianni and Janice L. Sirianni, husband and wife and Sanford C. Gunter and Velma C. Gunter, husband and wife (beneficiaries);

C. The County of San Bernardino ("County") modified its agricultural preserve effective on or about January, 1982 removing the Redlands Parcels subject to Contract 77-530 from the agricultural preserves of the County of San Bernardino. Under Section 51236 of the Williamson Act, the effect of removal of land under contract from an agricultural preserve is the equivalent of notice of nonrenewal by the County. In addition, Section 12 of Contract 77-530 provides that "[r]emoval of land under this contract from an agricultural preserve shall be the equivalent of notice of non-renewal by COUNTY…";

D. The de facto notice of non-renewal (removal from agricultural preserve) by County became effective on or about January, 1982, and the termination date of the LAND CONSERVATION AGREEMENT for the Redlands Parcel was on or about the 31st day of December, 1991.

E. Through clerical error, no document was recorded which removes Contract 77-530 from record title to the Redlands Parcels.

F. Canyon Ranch has requested that City execute and record a Notice of Non-Renewal of a Land Conservation Agreement (herein Notice of Non-Renewal") relating to the Redlands Parcels. As a condition to executing and recording Notice of Non-Renewal, City has requested, and Canyon Ranch has agreed to provide an indemnification to City in accordance with the terms of this Agreement.

Operative Provisions

1. Indemnification.

Canyon Ranch hereby agrees that it will indemnify, defend (with counsel reasonably acceptable to City), and hold City harmless from any and all claims, liabilities, costs, damages, suits, and expenses including, but not limited to, reasonable attorneys' fees and court costs, arising from or related to (i) execution and recordation of the Notice of Non-Renewal; and or anything related to such actions by City.

2. Law and Venue.

This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed and determined according to such laws. Any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of San Bernardino, State of California, and each party hereto expressly consents to the jurisdiction of such courts and waives its rights to cause any such actions or proceedings to be instituted or prosecuted elsewhere.

3. Attorney's Fees.

If any of the parties hereto shall bring any action or proceeding against any other to enforce or declare any rights herein created, the prevailing party or parties in such action or proceeding shall be entitled to receive from the other party or parties all reasonable attorney's fees and costs incurred in connection therewith.

Dated: 4/30, 2023

CANYON RANCH DEVELOPMENT, LLC, a California limited liability company

Daniel M. Kunihira, manager
Daniel M. Kunihira, Manager

Richard Kunihira, Manager

APPROVED AS TO FORM AND CONTENT

John K. Mirau, Attorney for Canyon Ranch

Dated: _____, 2023

CITY OF REDLANDS

By:_____
Eddie Tejeda, Mayor

ATTEST

By:_____
Jeanne Donaldson, City Clerk

APPROVED AS TO FORM AND CONTENT

_____
Yvette M. Abich Garcia, City Attorney

City Council Meeting **H. 15.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8482 for new connections to the City of Redlands water distribution and sewer collection systems for four vacant 0.20 acre parcels located at 1243 Ansley Lane, 1239 Ansley Lane, 1215 Ansley Lane, and 2143 Nice Avenue and identified as county of San Bernardino Assessor's Parcel Numbers 0298-391-10-0000, 0298-391-09-0000, 0298-391-03-0000, and 0298-391-01-0000 in the unincorporated community of Mentone within San Bernardino County, adopt Resolution No. 8483 relating to Pre-Annexation Agreement No. 23-03 and determine that approval of the Resolutions is exempt from environmental review pursuant to Sections 15303 and 15319 of the California Environment Quality Act (CEQA) guidelines (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8482.

I move to adopt Resolution No. 8483.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8482 for new connections to the City of Redlands water distribution and sewer collection systems at 1243 Ansley Lane, 1239 Ansley Lane, 1215 Ansley Lane, and 2143 Nice Avenue in the unincorporated community of Mentone within San Bernardino County, Outside Service Case (OSC) No. 23-03, and determine that the Resolution is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of the California Environment Quality Act (CEQA) guidelines.

Upon City Council adoption of Resolution No. 8482 Staff recommends that the City Council adopt Resolution No. 8483 to approve Pre-Annexation No. 23-03 for the provision of water and sewer service to four vacant parcels located at 1243 Ansley Lane, 1239 Ansley Lane, 1215 Ansley Lane, and 2143 Nice Avenue in the unincorporated community of Mentone within San Bernardino County, and determine that approval of Resolution No. 8483 is exempt from environmental review pursuant to Sections 15319 and 15303 of the California Environmental Quality Act guidelines.

DISCUSSION:

Staff recently received a water connection and sewer connection application, from Elias and Debra Alfata, for the properties located at located at 1243 Ansley Lane, 1239 Ansley Lane, 1215 Ansley Lane, and 2143 Nice Avenue and identified as county of San Bernardino Assessor's Parcel Numbers 0298-391-10-0000, 0298-391-09-0000, 0298-391-03-0000, and 0298-391-01-0000 in the unincorporated community of Mentone within San Bernardino County. The four vacant parcels are located approximately 1.16 miles east and 0.36 miles south of the Redlands city limits in the Mentone area. The applicant is proposing to connect each parcel to City water service and sewer service to enable the development of each parcel with a single-family residence.

The Redlands Municipal Code (RMC) requires the Municipal Utilities and Engineering Department (MUED) Director and Development Services Department (DSD) Director to present completed applications for utility connections outside the city limits to the City Council for a determination if the public health, safety and welfare, and the best interests of the citizens of Redlands is served by the application, and to provide direction to staff regarding the preparation of a pre-annexation agreement.

The following items were reviewed and deemed complete by the MUED and DSD Directors:

1. Application for availability for OSC water and sewer connections;
2. Application for environmental review and a pre-annexation agreement;

OSC 23-03 is a small project including four (4) lots proposed for the future construction of single-family residences (see Attachment A and B). Currently, twenty-one (21) residential unit water connections and twenty-two (22) residential sewer connections are available for small projects. The number of service connections for small projects outside of the City is limited to 25 per year per Measure U.

Pursuant to the RMC, the City Council may consider the following factors in making its determination that the public health, safety and welfare, and the best

interests of the citizens of Redlands is served by the application:

1. The relationship of the property and its proposed use to the City's General Plan and zoning ordinances;
2. The relationship of the property and its proposed use to the City's Water Master Plan, the City's Water Capital Improvement Programs, the City's Sewer Master Plan, and the City's Sewer Capital Infrastructure program;
3. The proximity of the property to the City's boundaries and existing utility infrastructure;
4. The proposed potential for new revenue sources for the City to pay for City services provided to the project as a result of annexation and development of the property; and,
5. The standards proposed for development of the property.

Approval of OSC 23-03 allows the applicant to physically connect to the water and sewer systems, which serve the public health, safety and welfare, and the best interests of the citizens of Redlands.

Consistency with the General Plan:

The subject properties are located in the Low/Medium Density land use designation of the General Plan, which supports residential uses such as single-family homes. Each property is approximately 0.21 acres and is currently undeveloped. The eventual use of each parcel is consistent with the City of Redlands General Plan.

Water and sewer facilities are already site adjacent with an 8" water main and an 8" sewer main in Ansley Lane.

The site is located in the County of San Bernardino and the County would be the approval authority for any future construction on this parcel due to the site's location outside of the City limits. The County does not provide domestic water or sewer services to the site. The City of Redlands has the ability to provide both water and sewer services to unincorporated areas surrounding the City.

By adoption of Resolution No. 8482, the City Council authorizes staff to proceed with the preparation of a Pre-Annexation Agreement for the subject property. In the interests of expediency, a Pre-Annexation Agreement has already been prepared and is attached to Resolution No. 8483 (Attachment D). This request for a Pre-Annexation Agreement is necessary for the property owner to obtain City water service and sewer service.

Regarding General Plan Consistency, the subject properties each have a lot area of approximately 9,000 square feet, and a General Plan land use designation of Low Density Residential, which allows up to six units per acre. The applicant is working with the County of San Bernardino for the construction of a single-family residence on each parcel. Development of the sites with

single-family residences will be consistent with the General Plan's land use designation as Low Density Residential. In the event that the area is annexed into the City, the properties would most appropriately be zoned Single-Family Residential (R-1) under the City's zoning code. The proposed development of each site with a single-family residential use is permitted in the R-1 District. With the adoption of Resolution No. 8482, the City Council will make a finding that Outside City Case No. 23-03 for water distribution system and sewer collection system connections for 1243 Ansley Lane, 1239 Ansley Lane, 1215 Ansley Lane, and 2143 Nice Avenue in the unincorporated community of Mentone within San Bernardino County is consistent with the Redlands General Plan and the public health, safety and welfare of the citizens of Redlands.

The "project" before the City for purposes of the California Environmental Quality Act (CEQA) is the decision by the City Council to enter into a Pre-Annexation Agreement with the property owner for a parcel located outside the City. This will enable the provision of City domestic water service and sewer service, making it possible for the property owner to develop the sites with single-family residences. This type of application is exempt from environmental review pursuant to CEQA Guidelines Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities) and Section 15303 (New Construction of Small Structures), which exempts construction of a single-family residence and extensions of water and sewer mains of a reasonable length to support the construction of a single-family residence. There is no possibility of any significant environmental effects as a result of the Pre-Annexation Agreement.

ALTERNATIVES:

City Council may deny the staff recommendations if Council determines OSC 23-03 does not serve the public health, safety, and welfare, and the best interests of the citizens of Redlands, or is inconsistent with the General Plan.

Additionally, the City Council can continue the item and request more information on any specific concerns.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:

Brian Desatnik, Development Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
John Harris, Municipal Utilities and Engineering Director

PREPARED BY:
Donald Young, One Stop Permit Center Manager

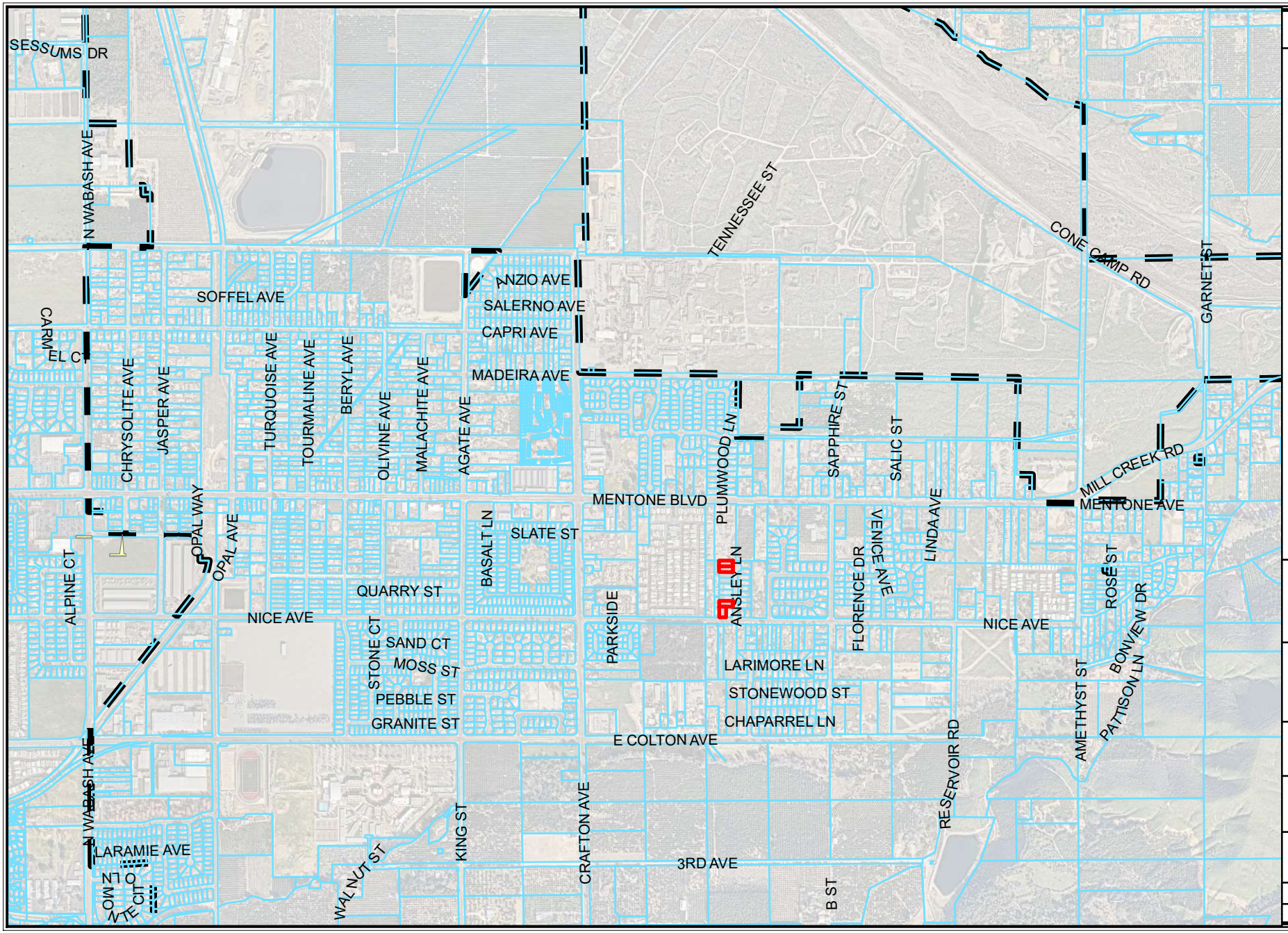
Fiscal Impact

Fiscal Year: 22/23
Revenue Generating: Yes
Appropriation Required Y/N: No
Discussion:

The applicant has paid appropriate fees for the processing of the Outside City Case water utility service application. The applicant will be required to pay the Water Capital Improvement Charge, Water Source Charge, and associated encroachment permit fees. Additional fees will be paid by the applicant as required by Measure “U“.

Attachments

Attachment A - Location Map
Attachment B - Aerial Photograph
Attachment C - Resolution No. 8482
Attachment D - Resolution No. 8483
Attachment E - Draft Preannexation Agreement
Preannexation Agreement Site Plan
Preannexation Agreement Grant deeds



Title

OSC 23-03

Attachment A
Location Map

Ansley Lane

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

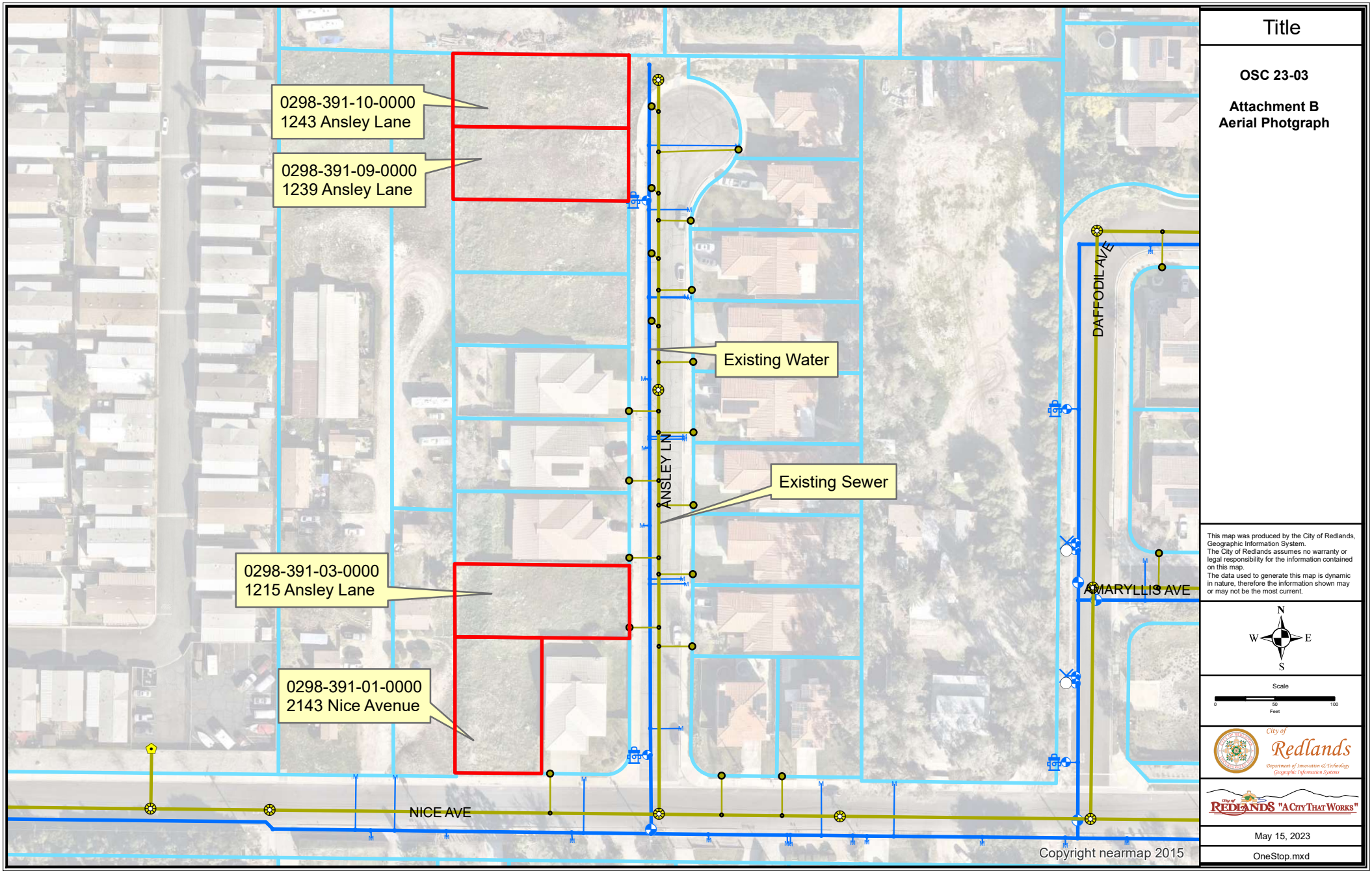
Scale
0 750 1,500
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

May 15, 2023

OneStop.mxd



Title

OSC 23-03

Attachment B
Aerial Photgraph

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 50 100
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

May 15, 2023

OneStop.mxd

RESOLUTION NO. 8482

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING OUTSIDE CITY CASE NO. 23-03 IS CONSISTENT WITH THE REDLANDS GENERAL PLAN AND THE PUBLIC HEALTH, SAFETY, WELFARE AND BEST INTERESTS OF THE CITIZENS OF REDLANDS ARE SERVED BY THE CONTINUED PROCESSING OF OUTSIDE CITY CASE NO. 23-03

WHEREAS, Elias and Debra Alfata has filed an application for Outside City Case No. 23-03 with the City of Redlands for water and sewer connections for proposed single family residences on four vacant parcels located at 1243 Ansley Lane, 1239 Ansley Lane, 1215 Ansley Lane, and 2143 Nice Avenue Mentone, CA 92359 and identified as county of San Bernardino Assessor's Parcel Numbers 0298-391-10-0000, 0298-391-09-0000, 0298-391-03-0000, and 0298-391-01-0000; and

WHEREAS, Elias and Debra Alfata has concurrently applied for a pre-annexation agreement with the Development Services Department;

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

Section 1. The City Council hereby determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15303(a) and 15319(b) as CEQA exempts the conversion of small structures and the annexation of lots for exempt facilities.

Section 2. The City Council hereby determines that Outside City Case No. 23-03 is consistent with the City of Redlands General Plan and the public health, safety, welfare and best interests of the citizens of Redlands are served by the City's continued processing of the application; and

Section 3. The City Council hereby directs staff to prepare a pre-annexation agreement for 1243 Ansley Lane, 1239 Ansley Lane, 1215 Ansley Lane, and 2143 Nice Avenue Mentone, CA 92359 and identified as county of San Bernardino Assessor's Parcel Numbers 0298-391-10-0000, 0298-391-09-0000, 0298-391-03-0000, and 0298-391-01-0000.

PASSED AND ADOPTED at a meeting of the City Council of the City of Redlands held on 20th day of June, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 20th day of June 2023, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8483

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 23-03, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE AND SEWER SERVICE FOR VACANT LOTS LOCATED AT 1243 ANSLEY LANE, 1239 ANSLEY LANE, 1215 ANSLEY LANE, and 2143 NICE AVENUE AND IDENTIFIED AS COUNTY OF SAN BERNARDINO ASSESSOR'S PARCEL NUMBERS 0298-391-10-0000, 0298-391-09-0000, 0298-391-03-0000, and 0298-391-01-0000, WITHIN THE UNINCORPORATED COMMUNITY OF MENTONE WITHIN SAN BERNARDINO COUNTY.

WHEREAS, , Elias and Debra Alfata have filed an application for Outside City Case No. 23-03 and Pre-Annexation No. 23-03 with the City for outside City utility connections for four vacant 0.20 acre parcels located at 1243 Ansley Lane, 1239 Ansley Lane, 1215 Ansley Lane, and 2143 Nice Avenue and identified as county of San Bernardino Assessor's Parcel Numbers 0298-391-10-0000, 0298-391-09-0000, 0298-391-03-0000, and 0298-391-01-0000 in the unincorporated community of Mentone within San Bernardino County; and

WHEREAS, on June 20, 2023, the City Council found that Outside City Case No. 23-03 was consistent with the City's General Plan and determined the public health, safety, welfare of the residents of Redlands would be served by the City's continued processing of the Outside City Case application, determined that the City of Redlands was acting as a Responsible Agency under the California Environmental Quality Act, and directed staff to prepare a Pre-Annexation Agreement; and

WHEREAS, the subject properties have land use designation in the 2035 General Plan as Low Density Residential and the proposed projects are consistent with the 2035 General Plan land use designation;

WHEREAS, the proposal is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(a) for existing facilities and Section 15319 pertaining to annexations of existing facilities and lots for exempt facilities.

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

SECTION 1. The City Council of the City of Redlands hereby determines that the proposed Pre-Annexation Agreement is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities) and Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities).

SECTION 2. The City Council hereby approves Pre-Annexation No. 23-03 (Exhibit A) for the provision of water service and sewer service to enable development of four vacant lots located at 1243 Ansley Lane, 1239 Ansley Lane, 1215 Ansley Lane, and 2143 Nice Avenue

and identified as county of San Bernardino Assessor's Parcel Numbers 0298-391-10-0000, 0298-391-09-0000, 0298-391-03-0000, and 0298-391-01-0000 in the unincorporated community of Mentone within San Bernardino County.

ADOPTED, SIGNED AND APPROVED at a meeting of the City Council of the City of Redlands held on 20th day of June, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 20th day of June 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Pre-Annexation Agreement

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)

EXEMPT FROM FEES PER GOVERNMENT CODE SECTION 27388.1

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 20th day of June, 2023 by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and Elias Alfata and Debra Alfata, ("Property Owners"). City and Property Owners are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, to provide for orderly planning, City (1) has the authority pursuant to Government Code sections 65300 and 65301 to include within its General Plan property outside its boundaries which is in City's sphere of influence or, which in City's judgment, bears a relation to its strategic planning, and (2) also has the authority pursuant to Government Code section 65859 to pre-zone property within its sphere of influence for the purpose of determining the zoning designation that will apply to such property in the event of a subsequent annexation of the property to City; and

WHEREAS, California case law, including but not limited to, *Dateline Builders, Inc. v. City of Santa Rosa* (1983) 146 Cal. App. 3d, 520 and *County of Del Norte v. City of Crescent City* (1999) which state in relevant part that it is not against the law or public policy for a city or county to use utilities as a tool to manage growth, provides that a city has no obligation, and may use its sole discretion, to extend utility services outside its corporate boundaries; and

WHEREAS, Property Owner owns four vacant parcels of land generally located at 1243 Ansley Lane, 1239 Ansley Lane, 1215 Ansley Lane, and 2143 Nice Avenue and identified as county of San Bernardino Assessor's Parcel Numbers 0298-391-10-0000, 0298-391-09-0000, 0298-391-03-0000, and 0298-391-01-0000 ("Properties") in the unincorporated Mentone area of the county of San Bernardino within the City's sphere of influence, as described in Exhibit "A" titled "Site Plan" and Exhibit "B" titled "Grant Deed" has made a request and application to City to receive water and sewer service for properties located in the unincorporated area of the county of San Bernardino, and has provided evidence satisfactory to City that the Property Owners are the fee owners of the Properties; and

WHEREAS, Government Code section 56133 authorizes the City to provide new or extended utility services by contract outside its jurisdictional boundaries if it first receives written approval from the Local Agency Formation Commission for San Bernardino County ("LAFCO"), and provides that LAFCO may authorize City to provide such services within City's sphere of influence in anticipation of a later change of organization; and

WHEREAS, City's General Plan and Chapter 13.60 of the Redlands Municipal Code establish policies and procedures for the approval of City utility services to properties located within the City's sphere of influence and require, among other things, the owners of the property to be served to enter into an agreement, and record the same in the official records of the county of San Bernardino, requiring the property owners to annex the properties to City upon certain conditions; and

WHEREAS, City has prepared a General Plan for the unincorporated area in which the Properties are located to provide for the orderly planning of such area, and has determined that the proposed development of the Properties is consistent with the goals and policies of City's General Plan; and

WHEREAS, it is the policy and goal of City to discourage and not facilitate development in City's sphere of influence which is unwilling and/or fails to comply with City's General Plan and City's development standards by refusing to extend utility services in such instances; and

WHEREAS, pursuant to the requirements of Chapter 13.60 of the Redlands Municipal Code and in consideration for City's agreement to extend utility services outside its jurisdictional boundaries to the Properties, Property Owner has entered into this Agreement to provide assurances to City that connection to City's domestic water system will occur in accordance with the Redlands General Plan and the development standards of the Redlands Municipal Code, and that the Properties shall be annexed to City in accordance with this Agreement's terms, provisions and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and Property Owners agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.

2. Provision of Utility Services. City agrees to provide domestic water service to the Properties consistent with the terms and conditions of this Agreement, provided that the connection complies with all rules and regulations of City governing the extension and provision of utility services to properties located outside City's boundaries at the time a request by Property Owners for application for a water and sewer service connection is approved by City's Municipal Utilities and Engineering Department. Nothing herein represents a commitment by City to provide such service unless and until Property Owners comply with all such rules and regulations. As a condition of approval of an application for water and sewer connections, and prior to receiving any service, Property Owners agree to pay the full cost of such service as established by City for the extension of utility services to the Properties.

3. Agreement to Develop by City Standards. In consideration of City's agreement to provide City water and sewer service to the Properties, Property Owners shall develop the Properties in accordance with the Redlands General Plan and any applicable development standards of the Redlands Municipal Code.

4. Agreement to Annex. In consideration of City's agreement to provide City water and sewer service to the Properties, Property Owners hereby irrevocably consent to annexation of the Properties to City and agree to they shall take any and all reasonable and necessary actions, and fully and in good faith cooperate with City, to cause the annexation of the Properties to City. Property Owners and City agree that in the event City initiates an annexation of the Properties, City shall be responsible for the costs of such annexation. In all other instances where the annexation of the Properties is proposed to City, Property Owners shall be responsible for such costs.

5. Payment of Fees. As a condition of receiving domestic water and sewer service from City, Property Owners shall pay to City all then-established applicable development impact fees, water acquisition fees, and user fees specifically for such domestic water and sewer service.

6. Taxes and Assessments. Property Owners hereby consent to the imposition of, and agree that Property Owners shall pay, all taxes and assessments imposed and/or levied by City which may be applicable to the Properties at the time the Property is annexed to City.

7. Recordation. By entering into this Agreement, Property Owners and City acknowledge and agree that, among other things, it is the express intention of the Parties that any and all successors in interest, assigns, heirs and executors of Property Owners shall have actual and constructive notice of Property Owner's obligations under, and the benefits and burdens of, this Agreement. Therefore, this Agreement and any amendments hereof, shall be recorded in the official records of the county of San Bernardino. Property Owners further agree that City shall, at the sole cost of Property Owners, have the right to cause the recordation of this Agreement.

8. Breach/Failure to Annex In the event Property Owners fail to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene or otherwise breach any of its obligations or representations under this Agreement, City shall have the right to, without any liability whatsoever, cease the provision of City utility services to the Properties. This right shall be in addition to any other legal or equitable relief available to City.

9. Not a Partnership. The Parties specifically acknowledge that Property Owners' development of the Properties are private projects, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint-venture or other association of any kind is formed by this Agreement. The only relationship between City and Property Owners is that of a governmental entity regulating the development of private property and the owner of such property.

10. Indemnity and Cost of Litigation.

A. Property Owners agree to and shall hold City, and its elected and appointed officials, officers, agents, and employees free and harmless from any and all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the operations, errors, or omissions of Property Owners or those of its contractors,

subcontractors, agents, employees or any other persons acting on Property Owner's behalf which relate to development of the Properties. Property Owners agree to and shall defend, indemnify and hold harmless City, its elected officials, officers, agents, employees and representatives from all actions for damages caused or alleged to have been caused by reason of Property Owner's acts, errors or omissions in connection with the development of the Properties. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Property Owner's or its representatives' acts, errors or omissions regardless of whether or not City supplied, prepared or approved plans or specifications relating to the development of the Properties and regardless of whether or not any insurance policies of Property Owners relating to such development are applicable.

B. Property Owners shall defend, at its expense, including attorneys' fees, indemnify and hold harmless City, and its elected and appointed officials, officers, agents and employees from any claim, action or proceeding against any of them to attack, set aside, void or annual the approval of this Agreement or the approval of any permit or entitlement granted in furtherance of this Agreement. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding.

11. Liquidated Damages. In the event that a property is not annexed to City in accordance with the terms of the Agreement, the then existing owner of the Property shall pay each year to City, as liquidated damages, a sum equal to the property taxes and any sales taxes the City would have received had the Property been annexed. Failure to make such liquidated damages payments shall be good cause for City to cease service to the Property.

12. Section Headings. All section headings and sub-headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees. In the event any action is commenced to enforce or interpret 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 a Party's use of in-house counsel.

15. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the assigns and successors in interest of the Parties.

16. Authority to Execute. The person or persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of the legal, fee title owner of the Property.

17. Waiver and Release. Property Owners hereby waive and release any and all claims it may have against City, and its elected and appointed officials, officers, employees and agents with respect to any City actions or omissions relating to the development of the Properties, and the Parties' entry into, and execution of, this Agreement. Property Owners make such waiver and release with full knowledge of Civil Code Section 1542, and hereby waive any and all rights thereunder to the extent of this waiver and release, of such Section 1542 is applicable. Civil Code Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

18. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The Parties further agree that this Agreement represents a voluntary "arms-length" transaction agreed to by and between the Parties and that each Party has had the opportunity to consult with legal counsel regarding the terms, conditions and effect of this Agreement.

19. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties as to the matters contained herein, and there are no oral or written representations, understandings or ancillary covenants or agreements which are not contained or expressly referenced herein, and no testimony or evidence of any such representations, understandings or covenants shall be admissible in any preceding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

PROPERTY OWNER

By: _____
Elias Alfata and Debra Alfata, Owner

EXHIBIT “A”

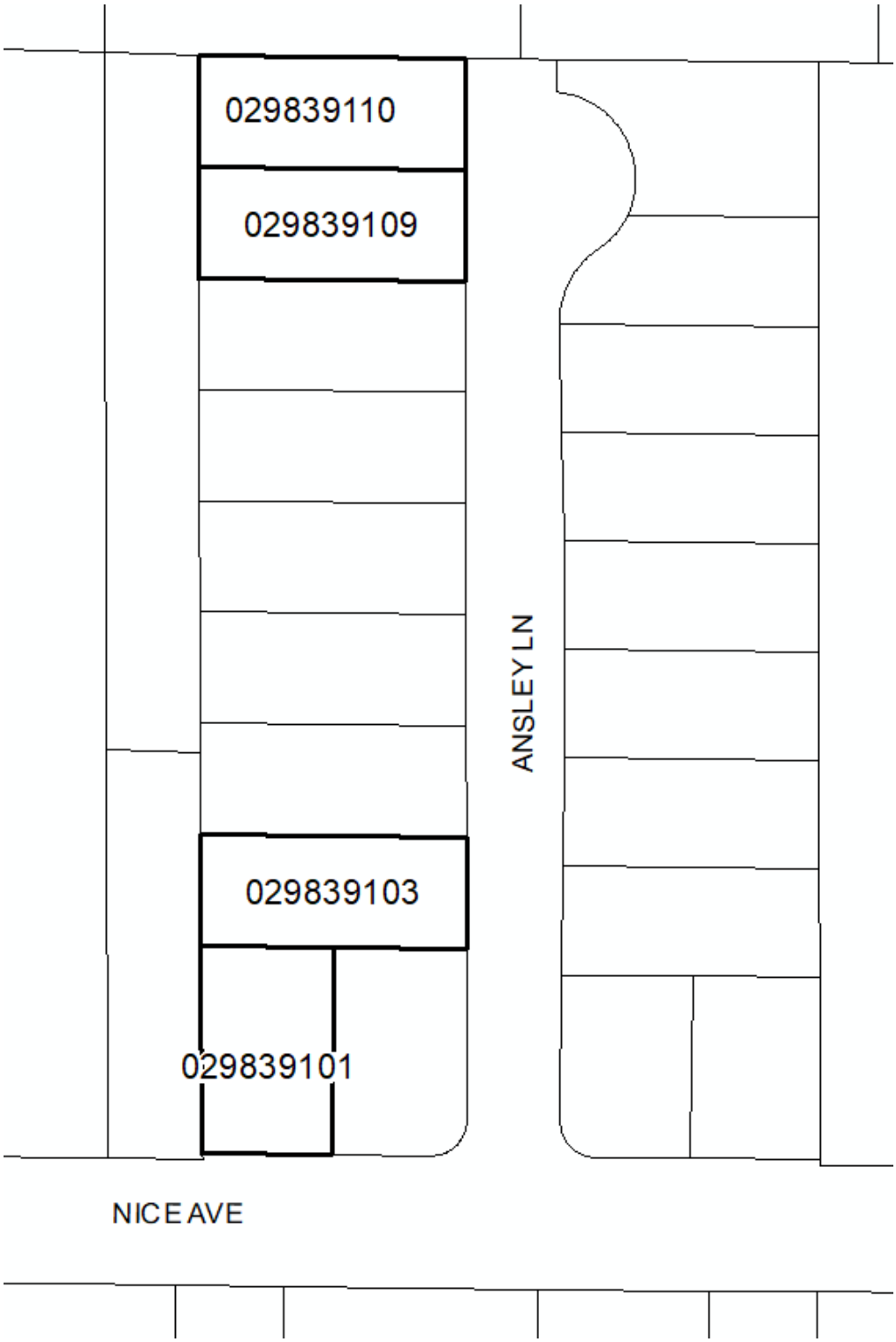
SITE PLAN

EXHIBIT “B”

GRANT DEED

Site Plan

Nice Avenue and Ansley Lane
Mentone, CA
Annexation Agreement



Recording Requested By
First American Title Company

RECORDING REQUESTED BY:
~~Stewart Title Guaranty Company~~

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

Elias Alfata and Debra Alfata

6372 Garden Hills Way
Riverside, CA 92506

ORDER NO. NSWPUR21415851
APN: 0298-391-09-00

Property Addr: vacant land, Mentone, CA 92359
1239 Ansley Lane
6746366

Electronically
Recorded in Official Records
San Bernardino County
Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2021-0574451

12/27/2021
01:37 PM
SAN

I5190

Titles: 1 Pages: 3

Fees	$20.00
Taxes	$115.50
CA SB2 Fee	$0.00
Total	$135.50

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $115.50 CITY TAX $0.00

☑ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
(X) Unincorporated Area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James A Heine and Nancy J Heine, husband and wife as Joint Tenants

hereby GRANT(S) to Elias Alfata and Debra Alfata, Husband and Wife as Community Property

the following described real property , County of San Bernardino, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Mail Tax Statements to
SAME AS ABOVE

Recording Requested By
First American Title Company

RECORDING REQUESTED BY:
~~Stewart Title Guaranty Company~~

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

Elias Alfata and Debra Alfata

6372 Garden Hills Way
Riverside, CA 92506

ORDER NO. NSWPUR21415851
APN: 0298-391-09-00

Property Addr: vacant land, Mentone, CA 92359

6746366

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $115.50 CITY TAX $0.00

☑ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
(X) Unincorporated Area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James A Heine and Nancy J Heine, husband and wife as Joint Tenants

hereby GRANT(S) to Elias Alfata and Debra Alfata , Husband and Wife as Community Property

the following described real property , County of San Bernardino, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Mail Tax Statements to
SAME AS ABOVE

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Bernardino, State of California, described as follows:
LOT 9 OF TRACT NUMBER 13514, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 220 OF MAPS, PAGE(S) 46 TO 48, INCLUSIVE, RECORDS OF SAID COUNTY.

APN: 0298-391-09-0-000

Electronically
Recorded in Official Records
San Bernardino County
Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2022-0150872

04/21/2022 12:36 PM
SAN
B9246

Titles: 1 Pages: 3

Fees	$20.00
Taxes	$115.50
CA SB2 Fee	$0.00
Total	$135.50

RECORDING REQUESTED BY:
First American Title Company

AND WHEN RECORDED MAIL TO:

Elias Alfata

6372 Garden Hills Way
Riverside, CA 92506

2143 Nice Avenue

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 6817283 **Escrow No.:** 001051-JS
APN: 0298-391-01-0-000

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $115.50

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area |] City of Mentone **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James A. Heine and Nancy J. Heine, Husband and Wife as Joint Tenants

hereby GRANT(s) to:

Elias Alfata and Debra Alfata, Husband and Wife as Joint Tenants

the real property in the ~~City of Mentone~~, County of San Bernardino, State of California, described as:

LEGAL DESCRIPTION ATTACHED

Also Known as: APN# 0298-391-01-0000, Mentone, CA 92359

DATED: April 6, 2022

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

RECORDING REQUESTED BY:
First American Title Company

AND WHEN RECORDED MAIL TO:

Elias Alfata

6372 Garden Hills Way
Riverside, CA 92506

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 6817283 **Escrow No.:** 001051-JS
APN#: 0298-391-01-0-000

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $115.50

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area |] City of Mentone **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James A. Heine and Nancy J. Heine, Husband and Wife as Joint Tenants

hereby GRANT(s) to:

Elias Alfata and Debra Alfata, Husband and Wife as Joint Tenants

the real property in the ~~City of Mentone~~, County of San Bernardino, State of California, described as:

LEGAL DESCRIPTION ATTACHED

Also Known as: APN# 0298-391-01-0000, Mentone, CA 92359

DATED: April 6, 2022

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

Title Order No.: 6817283 Escrow No.: 001051-JS AP#: 0298-391-01-0-000

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: April 6, 2022

James A. Heine

Nancy J. Heine

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF San Bernardino
On April 20, 2022
before me, Zulma Mendoza,
A Notary Public personally appeared
James A. Heine and
Nancy J. Heine
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/~~are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

NRO1 ZULMA MENDOZA NRO1
COMM. #2278180
Notary Public - California
San Bernardino County
My Comm. Expires Feb. 26, 2023

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Bernardino, State of California, described as follows:

LOT 1, TRACT NO. 13514, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 220 OF MAPS, PAGE(S) 46, 47 AND 48, RECORDS OF SAID COUNTY.

APN: 0298-391-01

Electronically
Recorded in Official Records
San Bernardino County
Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2022-0151434

04/21/2022	Titles: 1	Pages: 3	
03:20 PM			
SAN	Fees		$20.00
	Taxes		$115.50
I4311	CA SB2 Fee		$0.00
	Total		$135.50

RECORDING REQUESTED BY:
First American Title Company
Mail tax Statements to:
AND WHEN RECORDED MAIL TO:

Elias Alfata

6372 Garden Hills Way
Riverside, CA 92506

1215 Ansley Lane

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 6817370 **Escrow No.:** 001052-JS
APN: 0298-391-03-0-000

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $115.50

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of Mentone **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James A. Heine and Nancy J. Heine, Husband and Wife as Joint Tenants

hereby GRANT(s) to:

Elias Alfata and Debra Alfata, Husband and Wife as Joint Tenants

the real property in the ~~City of Mentone~~, County of San Bernardino, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: APN# 0298-391-03-0000, Mentone, CA 92359

DATED: April 6, 2022

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

Title Order No.: 6817370 Escrow No.: 001052-JS AP#: 0298-391-03-0-000

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: April 6, 2022

James A. Heine

Nancy J. Heine

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF San Bernardino
On April 20, 2022
before me, zulma mendoza,
A Notary Public personally appeared
James A. Heine and
Nancy J. Heine
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature (Seal)

ZULMA MENDOZA
COMM. #2278180
Notary Public - California
San Bernardino County
My Comm. Expires Feb. 26, 2023

Recording Requested By
First American Title Company

~~RECORDING REQUESTED BY:~~
~~Stewart Title Guaranty Company~~

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

Elias Alfata and Debra Alfata
6372 Garden Hills Way
Riverside, CA 92506

ORDER NO. NSWPUR21415851
APN: 0298-391-10-00

Property Addr: vacant land, Mentone, CA 92359
1243 Ansley Lane

Electronically
Recorded in Official Records
San Bernardino County
Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2021-0574206

12/27/2021 12:52 PM	Titles: 1	Pages: 3	
SAN	Fees		$20.00
	Taxes		$115.50
I2457	CA SB2 Fee		$0.00
	Total		$135.50

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $115.50 CITY TAX $0.00

☑ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
(X) Unincorporated Area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James A Heine and Nancy J Heine, husband and wife as Joint Tenants

hereby GRANT(S) to Elias Alfata and Debra Alfata , Husband and Wife as Community Property

the following described real property , County of San Bernardino, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Mail Tax Statements to
SAME AS ABOVE

Recording Requested By
First American Title Company

~~RECORDING REQUESTED BY:~~
~~Stewart Title Guaranty Company~~

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

Elias Alfata and Debra Alfata
6372 Garden Hills Way
Riverside, CA 92506

ORDER NO. NSWPUR21415851
APN: 0298-391- 10-00

Property Addr: vacant land, Mentone, CA 92359

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $115.50 CITY TAX $0.00

☑ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
(X) Unincorporated Area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James A Heine and Nancy J Heine, husband and wife as Joint Tenants

hereby GRANT(S) to Elias Alfata and Debra Alfata , Husband and Wife as Community Property

the following described real property , County of San Bernardino, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Mail Tax Statements to
SAME AS ABOVE

Date: December 15, 2021

James A. Heine

Nancy J. Heine

MAIL TAX STATEMENT AS DIRECTED ABOVE

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

State of California
County of San Bernardino

On December 16, 2021 before me Zulma Mendoza, Notary Public personally appeared James A. Heine and Nancy J Heine, 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 Zulma Mendoza

(seal)

ZULMA MENDOZA
COMM. #2278180
Notary Public - California
San Bernardino County
My Comm. Expires Feb. 26, 2023

NRO1 NRO1

Exhibit A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Bernardino, State of California, described as follows:

LOT 10, TRACT NO. 13514, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 220 OF MAPS, PAGE(S) 46, 47 AND 48, RECORDS OF SAID COUNTY.

APN: 0298-391-10-0-000

City Council Meeting **H. 16.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Professional Services Agreement with Watearth, Inc. for the Redlands Country Club Drainage Study, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of the First Amendment to the Professional Services Agreement with Watearth, Inc. for the Redlands Country Club Drainage Study is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move City Council approve the First Amendment to the Professional Services Agreement with Watearth, Inc.

RECOMMENDATION:

Staff recommends that City Council determine approval of the First Amendment to the Professional Services Agreement with Watearth, Inc. for the Redlands Country Club Drainage Study is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the First Amendment to the Professional Services Agreement with Watearth, Inc. for the Redlands Country Club Drainage Study.

DISCUSSION:

Portions of the Redlands Country Club (RCC) golf course convey stormwater runoff to a discharge point near the East Mariposa Drive/Westwood Lane intersection. Some of this runoff is discharged onto the southeast side of the course from residential neighborhoods adjacent to the course, and some are generated by rain events that fall directly onto the course. The individual obligations of RCC and the City to control and/or convey this runoff is unclear since the residential neighborhoods were developed over many decades. This project will analyze pre-development and post-development localized stormwater runoff generated on the RCC property and residential neighborhoods adjacent to the golf course. The goal of this project is to accurately assess RCC and City runoff control and conveyance obligations. The project will also provide planning-level runoff mitigation strategies for potential construction projects.

On February 21, 2023, City Council approved a Professional Services Agreement with Watearth, Inc. (Watearth) for the RCC Drainage Study for an amount not to exceed $67,974.50. While performing the study, Watearth identified four (4) additional discharge points, in addition to the three (3) discharge points identified in the original scope of work, that discharge to the RCC golf course. The additional discharge points increase the project area from approximately 225 acres to approximately 315 acres. In order to comprehensively study the entire drainage area, additional effort is needed to model stormwater runoff and propose mitigation concepts as part of the drainage study. An amendment to the original agreement is necessary to incorporate the additional scope of work, to increase the budget by $21,528.50, and to extend the project completion time to August 31, 2023. If this amendment is approved, the revised agreement value will be $89,503.

Approval of the First Amendment to the Agreement is exempt from environmental review pursuant to section 15061(b)(3) of the state's guidelines implementing the California Environmental Quality Act because the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment.

ALTERNATIVES:

The City Council may deny the staff recommendation and provide alternate directions.

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 22/23
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	405400

Discussion:

There is no fiscal impact associated with this action. Sufficient funds are available in the MUED approved budget.

Attachments

First_Amendment_to_Watearth_Agreement
Watearth Agreement (Reference only)

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of Redlands Country Club Drainage Study dated February 21, 2023 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Watearth, Inc., a Texas Corporation ("Consultant"), is made and entered into this 20th day of June, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 2.1 of their existing Agreement, specifically described in Exhibit "A," "Scope of Services" to include an amended "Scope of Services," which is attached hereto by reference, and

WHEREAS, it is the desire of the City and Consultant to amend Article 4.1 of their existing Agreement, specifically described in Exhibit "B," "Project Schedule" to include an amended "Project Schedule," which is attached hereto by reference, and

WHEREAS, it is the desire of the City and Consultant to amend Article 5.1 of their existing Agreement, specifically described in Exhibit "C," "Fee Schedule" to include an amended "Fee Schedule," which is attached hereto by reference, and

WHEREAS, it is the desire of the City and Consultant to amend Article 4.2 of their existing Agreement to extend contract until August 31, 2023, and

WHEREAS, it is the desire of the City and Consultant to amend Article 5.1 of their existing Agreement to increase Consultant's present total compensation of sixty-seven thousand nine hundred seventy-four dollars and fifty cents ($67,974.50) to the amount of eighty-nine thousand five hundred three dollars ($89,503).

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, entitled "Scope of Services," is hereby amended and replaced by an amended Exhibit "A", which is attached hereto and incorporated herein by this reference as Attachment 1.

Section 2. The project schedule set forth in Exhibit "B" of the Agreement, entitled "Project Schedule," is hereby amended and replaced by an amended Exhibit "B", which is attached hereto and incorporated herein by this reference as Attachment 2.

Section 3. The fee schedule set forth in Exhibit "C" of the Agreement, entitled "Fee Schedule," is hereby amended and replaced by an amended Exhibit "C", which is attached hereto and incorporated herein by this reference as Attachment 3.

Section 4. Subsection 4.2 of Article 4 of the Agreement, titled "Performance of Services" is hereby amended to read as follows:

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

Section 5. Subsection 5.1 of Article 5 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 eighty-nine thousand five hundred three dollars ($89,503). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Proposal," which is attached hereto and incorporated herein by this reference."

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 June 20, 2023.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

WATEARTH, INC.

By: _____
Jennifer J. Walker, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT "A"

SCOPE OF SERVICES

Task 1 – Research and Summary of Findings

a) Research and develop a timeline summary of urbanization and hardscape improvements that direct surface runoff onto the golf course.

Watearth will assess available information for the Redlands Country Club and Golf Course (RCC). Watearth will supplement this information with aerial imagery depicting urbanization over the history of the RCC. Will review the United States Geological Survey (USGS) maps showing development history of the surrounding and hydrologically contributing area. Watearth team has reviewed the Scope of Services document and will evaluate readily and publicly available information that the City stores in their library room and other relevant institutions. Additional desktop evaluation will be included for the following resources:

a. NRCS Soils Data
b. Topographic Data
c. Geotechnical Data
d. Flood Insurance Rate Map (FIRM)
e. Watershed boundaries and/or LIDAR
f. City of Redlands's as-builts of storm drainage, developments plans, and existing H&H models
g. Other relevant studies, reports, and databases

The team has reviewed the Location Map with Discharge Locations and suggests performing a site reconnaissance to identify additional site discharges into the Redlands Country Club (RCC). Preliminary review of the site maps indicates that there are three main drainage areas contributing to the golf course, measuring 36 acres, 43 acres, and 59 acres, with approximately 14.2 acres located within the golf course. This subdivision is relevant for modeling and to determine flood control responsibilities, and mitigation options locations.

Watearth will attend one virtual meeting with representatives of the City to gather historical knowledge of stormwater management practices associated with developments identified in the data review. Information will be compiled and will be used to approximate the drainage areas that will be part of the modeling process.

b) Develop separate pre-development and post-development drainage maps at various urbanization milestone dates showing basins and sub-basins that direct surface runoff onto the golf course. Each map should quantify the Q and tc for the minor and major storm events, indicate discharge points, and highlight projects that redirected historic flows.

Watearth will perform site reconnaissance focusing on contributing drainage areas to locate any additional discharge points into the golf course and will complement it with an aerial review to determine if any stormwater management feature such as detention ponds,

retention areas, or low impact development (LID) features are creating a major restriction in the stream(s) flowing through the golf course that may need to be included in the hydrology model. These features will be shown in a pre- and post-development drainage map. Site reconnaissance will be documented with photographs and field notes to be included in the final report. Watearth plans to field assess and determine the drainage area from the golf course draining into the three discharge points. This field data will be used to prepare a drainage area map based on subdivision plans, records drawing or observation from the site reconnaissance. Watearth assumes that survey data will be provided before the field inspection is performed.

Watearth will employ the Hydrologic Modeling System (HEC-HMS) from the Hydrologic Engineering Center (HEC) to accomplish the modeling portion of this project unless one of the two "Optional Services" noted at the end of this scope is selected. This hydrology analysis will include 3 to 5 sub-basins per discharge point and hydrologic routing between basins. GIS will be used to delineate drainage areas.

Watearth will run the model for the following design storm events: 1-year, 2-year, 10-year, 25-year, 50-year, and 100-year for up to three milestone dates for each discharge point. The hydrologic analysis will follow the County of San Bernardino Hydrology Manual and will calculate the flow at the discharge points and the time of concentration (Tc), also called "critical duration", as defined by the manual. The model will be used to develop map exhibits that illustrate a history of projects that have redirected flows into the golf course.

c) Review public and private development projects at the various urbanization milestone dates to determine if they met flood control standards in effect at that time.

Watearth team will contact San Bernardino County Public Works, Flood Control Engineering Division to obtain plans and specifications of flood control improvements to set the milestone dates necessary to determine if local urbanization met historical flood control standards. Will also request access to record drawings (as-builts) and topographic maps. If not available, Watearth will estimate whether historical standards were likely to have been met.

d) Summarize the findings in simple terms that identify any existing stormwater-related CEQA violations, quantify the City's current flood control responsibility in terms of Q for each discharge point (i.e., what reduction in Q would be necessary at each location), whether or not urbanization complied with adopted standards at each milestone date, and the cumulative impacts of urbanization runoff if standards were not met.

Watearth will assess the modeling results to identify existing stormwater-related CEQA violations by comparing the peak flow and/or runoff volume at each milestone date. Furthermore, comparing the baseline and milestone hydrographs to assess changes in timing in addition to the above. After setting the milestone dates in Task 1.c, Watearth will determine the City's current flood control responsibility in terms of excess urban flow volume for each discharge point. Our team will discuss the excess urban runoff volume (EURV), which is the difference between the developed and pre-developed runoff volume for the range of storms that produce runoff from pervious land surfaces. Additionally, Watearth will calculate the runoff volume contributed by the golf course and compare this result with the offsite runoff production; the latter will be used to confirm the City's current

flood control responsibilities in term of flow. As part of the cumulative impacts of urbanization runoff, the team will discuss the impacts in terms of hydromodification by reviewing the hydrographs and determining if either peak flows or runoff volumes (which could be contributing to the erosion) were increased at various milestones. An inundation map in the RCC is an additional service.

Task 2: Development of a Technical Memorandum

a) A technical memorandum with up to three (3) mitigation concepts for each discharge point that will reduce the Q to pre-development rates.

Watearth will propose up to three mitigation concepts to 10% level for each discharge point based on the results obtained in Task 1. There are a several possibilities for on-site mitigation at the golf course, if allowed, or off-site within the unnamed adjacent creek, or elsewhere in the watershed on City or public land that Watearth has successfully employed in past similar projects. Watearth will attend up to one meeting with the City to discuss preferred alternatives at a high level before proceeding with mitigation concept development. Solutions may include stream mitigation, erosion control at the outfall, detention storage within the watershed, or low impact development (LID) with hydromodification controls within the watershed. If additional future resiliency is desired, the concept designs will include a multi-benefit project concept, provided space for implementation is identified. This task will include coordination directly with RCC operations and facilities managers to best understand their goals.

b) A conceptual cost estimate for each of these mitigation concepts.

Watearth will prepare a conceptual cost estimate for the mitigation concepts (Task 2a).

Assumptions

1. Watearth will attend up to 3 in person or virtual meetings during the project.
2. Watearth will address up to 1 round of deconflicted and consolidated comments by the City on each deliverable.
3. Task 1a and 1c will be performed up to the hours budgeted.

Optional Services

1. **1D modeling using XP-SWMM for hydraulic analysis.** This hydraulic model would provide hydraulic results such as velocity, flow and HGL for each link, and potential volume of water spilled out at the node.
2. **2D modeling using XP-SWMM for hydraulic analysis.** This hydraulic model would provide a broader result in terms of overland flood limit results in the urban area and country club area. This model utilizes a 2D mesh that will connect the 1D storm drainage system and the surrounding surface area.
3. **Inundation maps.** As part of the cumulative impact assessment due to urbanization, Watearth advises identifying impacts in inundation maps at various stages of urbanization, which will require modeling of a portion of the golf course as storage routing following the HEC-HMS methodology.
4. **Survey Data.** As part field verification and modeling purpose, survey data is relevant and important part of the study. Watearth will include a survey data appropriate to comply with the study's goals.

Task 3: Research and Summary of Findings for Additional 4 Discharge Points

Task 3a - Site visit and summary of additional 4 discharge points to be included in the Task 2 Technical Memorandum.

Task 3b - Perform HEC-HMS modeling of stormwater runoff for the 4 additional discharge points to quantify Q and tc values to be incorporated into Task 1b. Pre- and post-development drainage area maps.

Tack 3c - Analysis of additional 4 discharge points and their relation to flood control standards and potential CEQA violations from the milestone years chosen for the project. This analysis will be included in tasks 1c and 1d and a brief memorandum.

Task 4: Development of a Technical Memorandum Incorporating the 4 Additional Discharge Points

Task 4a - Develop up to 3 mitigation concepts per additional discharge point to be included in the Drainage Study Technical Memorandum.

Task 4b - Provide a conceptual cost estimate for each mitigation concept related to the additional 4 discharge points to be included in the Drainage Study Technical Memorandum.

ATTACHMENT 2
EXHIBIT "B"
PROJECT SCHEDULE

Contract NTP: **2/23/2023**

Milestone description	Category	Start	Days
Task 1: Research and Summary of Findings			
Timeline Summary	On Track	3/1/2023	31
City of Redlands Review: Timeline Summary	On Track	4/1/2023	7
Develop Separate Pre-Development and Post-Development Drainage Maps	On Track	4/1/2023	65
City of Redlands Review: Develop Separate Pre-Development and Post-Development Drainage Maps	On Track	6/5/2023	7
Review Public and Private Development Projects	On Track	5/1/2023	40
Identify CEQA Violations and City's Flood Control Responsibility	On Track	5/1/2023	40
Task 2: Development of Technical Memorandum			
Draft Tech Memo (3 Concepts)	On Track	6/12/2023	54
Cost Estimates	On Track	6/30/2023	36
Task 3: Research and Summary of Findings for Additional 4 Discharge Points			
Site visit and summary of additional 4 discharge points to be included in the Task 2 Technical Memorandum.	On Track	5/1/2023	15
Perform HEC-HMS modeling of stormwater runoff for the 4 additional discharge points to quantify Q and tc values to be incorporated into Task 1b. Pre- and post-development drainage area maps.	On Track	5/16/2023	18
Analysis of additional 4 discharge points and their relation to flood control standards and potential CEQA violations from the milestone years chosen for the project. This analysis will be included in tasks 1c and 1d and a brief memorandum.	On Track	5/16/2023	25
Task 4: Development of Technical Memorandum Incorporating the 4 Additional Discharge Points			
Develop up to 3 mitigation concepts per additional discharge point to be included in the Drainage Study Technical Memorandum.	On Track	6/12/2023	54
Provide a conceptual cost estimate for each mitigation concept related to the additional 4 discharge points to be included in the Drainage Study Technical Memorandum.	On Track	6/30/2023	36
City of Redlands Review: Draft Tech Memo (3 Concepts)	On Track	8/5/2023	7
Final Tech Memo (3 Concepts)	On Track	8/12/2023	21

ATTACHMENT 3
EXHIBIT "C"
FEE SCHEDULE

	Task	Principal Engineer	Sr. Civil Engineer (Manager)	Sr. Civil Engineer (QA/QC)	Sr. Drainage Engineer	Project Manager	Deputy Project Manager	Drainage Engineer	GIS Specialist	Total Hours	Totals	%
		299.0	245.0	235.0	160.0	200.0	140.0	135.0	135.0			
Task 1: Research and Summary of Findings												
a	Research and develop a timeline summary of urbanization and hardscape improvements that direct surface runoff onto the golf course	1.0	0.0	0.0	8.0	2.0	6.0	20.0	12.0	49.0	$ 7,139.00	14.3%
b	Develop separate pre-development and post-development drainage maps at various urbanization milestone dates showing basins and sub-basins that direct surface runoff onto the golf course. Each map should quantify the Q and tc for the minor and major storm events, indicate discharge points, and highlight projects that redirected historic flows	2.0	1.0	0.0	32.0	2.0	4.0	70.0	36.0	147.0	$ 21,233.00	42.5%
c	Review public and private development projects at the various urbanization milestone dates to determine if they met flood control standards in effect at that time	1.0	0.0	0.0	12.0	2.0	6.0	38.0	12.0	71.0	$ 10,209.00	20.4%
d	Summarize the findings in simple terms that identify any existing stormwater-related CEQA violations, quantify the City's current flood control responsibility in terms of Q for each discharge point (i.e., what reduction in Q would be necessary at each location), whether or not urbanization complied with adopted standards at each milestone date, and the cumulative impacts of urbanization runoff if standards were not met	1.0	2.0	6.0	4.0	2.0	4.0	44.0	12.0	75.0	$ 11,359.00	22.7%
	Subtotal Task 1	5.0	3.0	6.0	56.0	8.0	20.0	172.0	72.0	342.0	$ 49,940.00	73.5%
Task 2: Development of a Technical Memorandum												
a	A technical memorandum with up to three (3) mitigation concepts for each discharge point that will reduce the Q to pre-development rates	2.0	2.0	6.0	6.0	2.0	4.0	28.0	16.0	66.0	$ 10,358.00	58.3%
b	A conceptual cost estimate for each of these mitigation concepts	1.0	3.0	12.0	2.0	4.0	2.0	16.0	0.0	40.0	$ 7,414.00	41.7%
	Subtotal Task 2	3.0	5.0	18.0	8.0	6.0	6.0	44.0	16.0	106.0	$ 17,772.00	26.1%
	Subtotal All Tasks	8.0	8.0	24.0	64.0	14.0	26.0	216.0	88.0	448.0	$ 67,712.00	
Expenses												
	Mileage (3 trips @ 140 mi RT @ $0.62.5/mi)										$ 262.50	
	Subtotal Expenses										$ 262.50	
	Overall Total										**$ 67,974.50**	
Task 3: Research and Summary of Findings for Additional 4 Discharge Points												
a	Site visit and summary of additional 4 discharge points to be included in the Task 2 Technical Memorandum.	0.0	0.0	0.0	0.0	0.0	1.0	8.0	1.0	10.0	$ 1,355.00	12.8%
b	Perform HEC-HMS modeling of stormwater runoff for the 4 additional discharge points to quantify Q and tc values to be incorporated into Task 1b. Pre- and post-development drainage area maps.	1.0	1.0	0.0	10.0	1.0	2.0	20.0	15.0	50.0	$ 7,349.00	69.2%
c	Analysis of additional 4 discharge points and their relation to any potential CEQA violations from the milestone years chosen for the project. This analysis will be included in tasks 1c and 1d and a brief memorandum.	1.0	0.0	0.0	2.0	1.0	2.0	5.0	1.0	12.0	$ 1,909.00	18.0%
	Subtotal of Task 3	2.0	1.0	0.0	12.0	2.0	5.0	33.0	17.0	72.0	$ 10,613.00	49.3%
Task 4: Development of a Technical Memorandum Incorporating the 4 Additional Discharge Points												
a	Develop up to 3 mitigation concepts per additional discharge point to be included in the Drainage Study Technical Memorandum.	1.0	0.0	2.0	8.0	1.0	2.0	20.0	1.0	35.0	$ 5,364.00	25.0%
b	Provide a conceptual cost estimate for each mitigation concept related to the additional 4 discharge points to be included into the Drainage Study Technical Memorandum.	1.0	0.0	3.0	8.0	1.0	2.0	20.0	0.0	35.0	$ 5,464.00	25.5%
	Subtotal Task 4	2.0	0.0	5.0	16.0	2.0	4.0	40.0	1.0	70.0	$ 10,828.00	50.3%
	Subtotal All Tasks	4.0	1.0	5.0	28.0	4.0	9.0	73.0	18.0	142.0	$ 21,441.00	
Expenses												
	Mileage (1 trips @ 140 mi RT @ $0.62.5/mi)										$ 87.50	
	Subtotal Expenses										$ 87.50	
	Overall Total										**$ 21,528.50**	
	GRAND TOTAL (NOT-TO-EXCEED)										**$89,503.00**	

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Redlands Country Club Drainage Study("Agreement") is made and entered in this 21st day of February, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Watearth, Inc. a Texas 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 Redlands Country Club Drainage Study services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

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

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall be in the amount of sixty-seven thousand nine hundred seventy-four dollars and fifty cents ($67,974.50). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule" which is attached hereto and incorporated herein by this reference.

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

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

CITY:	CONSULTANT:
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Jennifer J. Walker, PE, President Watearth, Inc. 3371 Glendale Blvd., Suite 101 Los Angeles, CA 90039 Email: jwalker@watearth.com Phone: (213) 248-4554 Fax: (800) 519-3774

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies

shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of

income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein

set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

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

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or

sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

WATEARTH, INC.

By: _____
Jennifer J. Walker, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Task 1 – Research and Summary of Findings

a) Research and develop a timeline summary of urbanization and hardscape improvements that direct surface runoff onto the golf course.

Consultant will assess available information for the Redlands Country Club and Golf Course (RCC). Consultant will supplement this information with aerial imagery depicting urbanization over the history of the RCC. Will review the United States Geological Survey (USGS) maps showing development history of the surrounding and hydrologically contributing area.
Consultant's team has reviewed the Scope of Services document and will evaluate readily and publicly available information that the City stores in their library room and other relevant institutions. Additional desktop evaluation will be included for the following resources:

a. NRCS Soils Data
b. Topographic Data
c. Geotechnical Data
d. Flood Insurance Rate Map (FIRM)
e. Watershed boundaries and/or LIDAR
f. City of Redlands's as-builts of storm drainage, developments plans, and existing H&H models
g. Other relevant studies, reports, and databases

The team has reviewed the Location Map with Discharge Locations and suggests performing a site reconnaissance to identify additional site discharges into the Redlands Country Club (RCC). Preliminary review of the site maps indicates that there are three main drainage areas contributing to the golf course, measuring 36 acres, 43 acres, and 59 acres, with approximately 14.2 acres located within the golf course. This subdivision is relevant for modeling and to determine flood control responsibilities, and mitigation options locations.

Consultant will attend one virtual meeting with representatives of the City to gather historical knowledge of stormwater management practices associated with developments identified in the data review. Information will be compiled and will be used to approximate the drainage areas that will be part of the modeling process.

b) Develop separate pre-development and post-development drainage maps at various urbanization milestone dates showing basins and sub-basins that direct surface runoff onto the golf course. Each map should quantify the Q and tc for the minor and major storm events, indicate discharge points, and highlight projects that redirected historic flows.

Consultant will perform site reconnaissance focusing on contributing drainage areas to locate any additional discharge points into the golf course and will complement it with an aerial review to determine if any stormwater management feature such as detention ponds, retention areas, or low impact development (LID) features are creating a major restriction in

the stream(s) flowing through the golf course that may need to be included in the hydrology model. These features will be shown in a pre- and post-development drainage map. Site reconnaissance will be documented with photographs and field notes to be included in the final report. Consultant plans to field assess and determine the drainage area from the golf course draining into the three discharge points. This field data will be used to prepare a drainage area map based on subdivision plans, records drawing or observation from the site reconnaissance. Consultant assumes that survey data will be provided before the field inspection is performed.

Consultant will employ the Hydrologic Modeling System (HEC-HMS) from the Hydrologic Engineering Center (HEC) to accomplish the modeling portion of this project unless one of the two "Optional Services" noted at the end of this scope is selected. This hydrology analysis will include 3 to 5 sub-basins per discharge point and hydrologic routing between basins. GIS will be used to delineate drainage areas.

Consultant will run the model for the following design storm events: 1-year, 2-year, 10-year, 25-year, 50-year, and 100-year for up to three milestone dates for each discharge point. The hydrologic analysis will follow the County of San Bernardino Hydrology Manual and will calculate the flow at the discharge points and the time of concentration (Tc), also called "critical duration", as defined by the manual. The model will be used to develop map exhibits that illustrate a history of projects that have redirected flows into the golf course.

c) Review public and private development projects at the various urbanization milestone dates to determine if they met flood control standards in effect at that time.

Consultant team will contact San Bernardino County Public Works, Flood Control Engineering Division to obtain plans and specifications of flood control improvements to set the milestone dates necessary to determine if local urbanization met historical flood control standards. Will also request access to record drawings (as-builts) and topographic maps. If not available, Consultant will estimate whether historical standards were likely to have been met.

d) Summarize the findings in simple terms that identify any existing stormwater-related CEQA violations, quantify the City's current flood control responsibility in terms of Q for each discharge point (i.e., what reduction in Q would be necessary at each location), whether or not urbanization complied with adopted standards at each milestone date, and the cumulative impacts of urbanization runoff if standards were not met.

Consultant will assess the modeling results to identify existing stormwater-related CEQA violations by comparing the peak flow and/or runoff volume at each milestone date. Furthermore, comparing the baseline and milestone hydrographs to assess changes in timing in addition to the above. After setting the milestone dates in Task 1.c, Consultant will determine the City's current flood control responsibility in terms of excess urban flow volume for each discharge point. Our team will discuss the excess urban runoff volume (EURV), which is the difference between the developed and pre-developed runoff volume for the range of storms that produce runoff from pervious land surfaces. Additionally, Consultant will calculate the runoff volume contributed by the golf course and compare this result with the offsite runoff production; the latter will be used to confirm the City's current

flood control responsibilities in term of flow. As part of the cumulative impacts of urbanization runoff, the team will discuss the impacts in terms of hydromodification by reviewing the hydrographs and determining if either peak flows or runoff volumes (which could be contributing to the erosion) were increased at various milestones. An inundation map in the RCC is an additional service.

Task 2: Development of a Technical Memorandum

a) A technical memorandum with up to three (3) mitigation concepts for each discharge point that will reduce the Q to pre-development rates.

Consultant will propose up to three mitigation concepts to 10% level for each discharge point based on the results obtained in Task 1. There are a several possibilities for on-site mitigation at the golf course, if allowed, or off-site within the unnamed adjacent creek, or elsewhere in the watershed on City or public land that Consultant has successfully employed in past similar projects. Consultant will attend up to one meeting with the City to discuss preferred alternatives at a high level before proceeding with mitigation concept development. Solutions may include stream mitigation, erosion control at the outfall, detention storage within the watershed, or low impact development (LID) with hydromodification controls within the watershed. If additional future resiliency is desired, the concept designs will include a multi-benefit project concept, provided space for implementation is identified. This task will include coordination directly with RCC operations and facilities managers to best understand their goals.

b) A conceptual cost estimate for each of these mitigation concepts.

Consultant will prepare a conceptual cost estimate for the mitigation concepts (Task 2a).

Assumptions

1. Consultant will attend up to 3 in person or virtual meetings during the project.
2. Consultant will address up to 1 round of deconflicted and consolidated comments by the City on each deliverable.
3. Task 1a and 1c will be performed up to the hours budgeted.

Optional Services

1. **1D modeling using XP-SWMM for hydraulic analysis.** This hydraulic model would provide hydraulic results such as velocity, flow and HGL for each link, and potential volume of water spilled out at the node.
2. **2D modeling using XP-SWMM for hydraulic analysis.** This hydraulic model would provide a broader result in terms of overland flood limit results in the urban area and country club area. This model utilizes a 2D mesh that will connect the 1D storm drainage system and the surrounding surface area.
3. **Inundation maps.** As part of the cumulative impact assessment due to urbanization, Consultant advises identifying impacts in inundation maps at various stages of urbanization, which will require modeling of a portion of the golf course as storage routing following the HEC-HMS methodology.

4. **Survey Data.** As part field verification and modeling purpose, survey data is relevant and important part of the study. Consultants will include a survey data appropriate to comply with the study's goals.

EXHIBIT "B"
PROJECT SCHEDULE

Redlands Country Club Drainage Study

Watearth™

Anticipated NTP: **3/1/2023**

Milestone description	Category	Start	End	Days
Task 1: Research and Summary of Findings				
Timeline Summary	On Track	3/1/2023	3/15/2023	15
Develop separate pre-development and post-development Drainage Maps	On Track	3/13/2023	4/17/2023	36
Review public and private development Projects	On Track	3/16/2023	4/5/2023	21
Identify CEQA Violations and City's flood control responsibility	On Track	4/17/2023	5/1/2023	15
Task 2: Development of Technical Memorandum				
Tech Memo (3 Concepts)	On Track	4/24/2023	6/16/2023	54
Cost Estimates	On Track	5/21/2023	5/30/2023	10

EXHIBIT "C"

FEE SCHEDULE

Watearth, Inc. - © 2022 1/9/2023	FEE PROPOSAL for RFP Redlands Country Club Drainage Study, Project No. 20221121GD Watearth - 3371 Glendale Blvd, Suite 101, Los Angeles, CA 90039										
Task	Principal Engineer 299.0	Sr. Civil Engineer (Manager) 245.0	Sr. Civil Engineer (QA/QC) 235.0	Sr. Drainage Engineer 160.0	Project Manager 200.0	Deputy Project Manager 140.0	Drainage Engineer 135.0	GIS Specialist 135.0	Total Hours	Totals	%
Task 1: Research and Summary of Findings											
a Research and develop a timeline summary of urbanization and hardscape improvements that direct surface runoff onto the golf course	1.0	0.0	0.0	8.0	2.0	6.0	20.0	12.0	49.0	$ 7,139.00	14.3%
b Develop separate pre-development and post-development drainage maps at various urbanization milestone dates showing basins and sub-basins that direct surface runoff onto the golf course. Each map should quantify the Q and tc for the minor and major storm events, indicate discharge points, and highlight projects that redirected historic flows	2.0	1.0	0.0	32.0	2.0	4.0	70.0	36.0	147.0	$ 21,233.00	42.5%
c Review public and private development projects at the various urbanization milestone dates to determine if they met flood control standards in effect at that time	1.0	0.0	0.0	12.0	2.0	6.0	38.0	12.0	71.0	$ 10,209.00	20.4%
d Summarize the findings in simple terms that identify any existing stormwater-related CEQA violations, quantify the City's current flood control responsibility in terms of Q for each discharge point (i.e., what reduction in Q would be necessary at each location), whether or not urbanization complied with adopted standards at each milestone date, and the cumulative impacts of urbanization runoff if standards were not met	1.0	2.0	6.0	4.0	2.0	4.0	44.0	12.0	75.0	$ 11,359.00	22.7%
Subtotal Task 1	5.0	3.0	6.0	56.0	8.0	20.0	172.0	72.0	342.0	$ 49,940.00	73.5%
Task 2: Development of a Technical Memorandum											
a A technical memorandum with up to three (3) mitigation concepts for each discharge point that will reduce the Q to pre-development rates	2.0	2.0	6.0	6.0	2.0	4.0	28.0	16.0	66.0	$ 10,358.00	58.3%
b A conceptual cost estimate for each of these mitigation concepts	1.0	3.0	12.0	2.0	4.0	2.0	16.0	0.0	40.0	$ 7,414.00	41.7%
Subtotal Task 2	3.0	5.0	18.0	8.0	6.0	6.0	44.0	16.0	106.0	$ 17,772.00	26.1%
Subtotal All Tasks	8.0	8.0	24.0	64.0	14.0	26.0	216.0	88.0	448.0	$ 67,712.00	
Expenses											
Mileage (3 trips @ 140 mi RT @ $0.62.5/mi)										$ 262.50	
Subtotal Expenses										$ 262.50	
Overall Total										**$ 67,974.50**	

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

WATEARTH, INC.

By: Jennifer J Walker Date: 2/15/23

Jennifer J. Walker, President

City Council Meeting **H. 17.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a sole source purchase and agreement with LCPtracker, Inc. to furnish labor compliance review software and related services (Municipal and Utilities and Engineering Director Harris)

MOTION(S):

I move that City Council approve the sole source purchase and agreement with LCPtracker, Inc. to furnish labor compliance review software and related services for an amount not to exceed $36,412.

RECOMMENDATION:

Staff recommends City Council approve the sole source purchase and agreement with LCPtracker, Inc. to furnish labor compliance review software and related services for an amount not to exceed $36,412.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) uses software and services provided by LCPtracker, Inc. (LCP) to ensure labor compliance for the projects and the current agreement with LCP expires in early-August 2023. The LCP software is a paperless, web-based system that allows contractors and their subcontractors to submit certified payroll and related labor compliance documentation online to ensure proper prevailing wages and fringe benefits are paid, appropriate deductions are made, apprentices are approved and monitored, and related labor compliance data is submitted. The software is comprehensive, easy to deploy, configurable, user-friendly, and scalable. Utilizing LCP reduces audit risk and improves administrative efficiency. The staff is already well trained to utilize this software, and it has the advantage of maintaining continuous software usage. It will require additional time and effort to migrate to new software if a sole source is not procured. Therefore, in accordance with the City's purchasing policy, staff recommends City Council

approve the sole source purchase and agreement with LCP to furnish labor compliance review software and related services for $36,412. The term of the agreement is three (3) years.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	211400; 501900; 521900

Discussion:

There is no fiscal impact associated with this action. The FY 23/24 MUED budget includes funding for the first year of this agreement and future fiscal year budgets will include funding for the second and third years of this agreement.

Attachments

Agreement with LCPtracker Inc.
Sole Source request Form

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of labor compliance software and related hosting services ("Agreement") is made and entered in this 20th day of June, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and LCPtracker, 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 labor compliance software and related hosting services 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 and Fees," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner.

4.2 The term of this Agreement shall be for a period of one (1) year effective from August 4, 2023 (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.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of eleven thousand five hundred fifty dollars ($11,550) 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 twelve thousand one hundred twenty-eight dollars ($12,128) for the first Extended Term; and twelve thousand seven hundred thirty-four dollars ($12,734) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of thirty-six thousand four hundred twelve dollars ($36,412). 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 "A" titled "Scope of Services and Fees," which is attached hereto and incorporated herein by this reference.

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

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

CITY:

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

CONSULTANT:

Kris Vincil, Director of Sales
LCPtracker, Inc.
117 E Chapman Ave
Orange CA 92866
Email: kvincil@lcptracker.com
Phone: (714) 669-0052

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

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

C. 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

LCPTRACKER, INC.

By: _____
Kris Vincil, Director of Sales

EXHIBIT "A"

Scope of Services and Fees

Bulk Project Pricing - Annual Service Fee		
Capacity: Up to $25 Million Fixed Annual Multiple Projects Fee Option This is a flat rate annual priced package for a one-year commitment for LCPtracker Services.	1st Term: 8/4/23-8/3/24 2nd Term: 8/4/24-8/3/25 3rd Term: 8/4/25-8/3/26	$11,550.00 $12,128.00 $12,734.00
Other Optional Services		
Hourly Wage and Data Loading (For any wages not under CA DIR) – Federal Davis Bacon	Hourly	$125.00
TOTAL SERVICE FEES*		
***Sales tax will be added per your state law at final invoicing.**		

Price escalation for year 2 & 3"Not to Exceed" 5 percent price increase.

LCPTRACKER ANNUAL SERVICE FEE FOR ACCESS TO LCPTRACKER PRO INCLUDES:

- Unlimited administrative user access.
- Unlimited contractor access (at no cost directly to the Client).
- Administrator phone, email, and Live Chat technical software support as needed (not training).
- Contractor email and "Live Chat" technical software support as needed (not training).
- Unlimited contractor and administrator access to on-demand, pre-recorded web training videos.

PAYMENT TERMS

1. Payment is due upon receipt of invoice.
2. LCPtracker reserves the right to increase fees with 30 days' notice.
3. Sales tax will be added per your state law at final invoicing.

CONDITIONS

- The general terms and conditions of the LCPtracker SaaS Agreement apply to any services ordered from LCPtracker.
- This Quote is effective only until the expiration date, and a signed LCPtracker SaaS Agreement is required to make it binding.
- Any work requested outside of the services detailed in this Quote will be subject to a separate evaluation, analysis, and invoicing.

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

LCPTRACKER, INC.

By:_____ Date: _____

Kris Vincil, Director of Sales

REDLANDS "A City That Works"

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: 5/11/23

TO: Purchasing Division

FROM: MUED

Purchase Requisition # _____

Estimated Total Cost: $ $36,412.00

Proposed Vendor: LCTtracker, Inc.

Request Term: FY 23/24

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

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

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

MUED is utilizing LCPtracker for last six (6) years, and planning to continue to utilize it. This web-based system allows prime contractors and their subcontractors to submit certified payroll and related labor compliance documentation online to ensure that proper prevailing wages and fringe benefits are paid.

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**

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

Goutam Dobey Digitally signed by Goutam Dobey DN: C=US, E=gdobey@cityofredlands.org, O=City of Redlands, OU=MUED, CN=Goutam Dobey Date: 2023.05.11 10:33:59-07'00' 5/11/23
Prepared by Date

5/15/23
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City Council Meeting **H. 18.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Non-Professional Services Agreement with Quantum Analytical Services, Inc. for air quality sampling and analysis service for an amount not-to-exceed $102,500 and determine that this action is exempt from environmental review pursuant to section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of a Non-Professional Services Agreement with Quantum Analytical, Inc. is exempt from environmental review pursuant to section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve a Non-Professional Services Agreement with Quantum Analytical, Inc. for air quality sampling and analysis for an amount not-to-exceed $102,500 for an initial term of one (1) year with the option to extend the agreement for one (1) additional year at $102,500.

RECOMMENDATION:

Staff recommends that City Council determine approval of a Non-Professional Services Agreement with Quantum Analytical, Inc. is exempt from environmental review pursuant to section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act and approve a Non-Professional Services Agreement with Quantum Analytical, Inc. for an annual amount not-to-exceed $102,500.

DISCUSSION:

The City's Wastewater Treatment Plant (WWTP) and Municipal Landfill are permitted by the South Coast Air Quality Management District (SCAQMD) as one facility due to their close proximity and shared equipment. The permit limits the amount of pollutants these facilities can emit into the atmosphere and the City is required to monitor and report these emissions to SCAQMD, which requires support from a qualified consultant.

On March 23, 2023, staff issued a Request for Bids (RFB) for typical Air Quality Sampling and Analysis Services. The following two (2) bids were received on April 12th, 2023:

Vendor	Location	Bid
Quantum Analytical Services, Inc.	Carson, CA	$127,590
A-Tech Consulting	Orange, CA	$264,620

Following a comprehensive review and analysis, our staff identified mathematical errors in A-Tech Consulting's total bid number. However, despite these errors, the outcome of the bid remained unchanged. Our staff has determined that Quantum Analytical, Inc. (Quantum) is the lowest responsive bidder. Staff recommends City Council approval of a Non-Professional Services Agreement with Quantum with an initial term of one (1) year for a not-to-exceed amount of $102,500. If approved, the Agreement may be extended for an additional one (1) year term with a not-to-exceed amount of $102,500 for a total potential Agreement value of $205,000. These annual Agreement values are lower than the Quantum total bid price since staff does not anticipate calling for all services listed in the RFB.

Approval of the Non-Professional Services Agreement with Quantum is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since the proposed action does not have the potential to cause any significant environmental impact.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Jungjoon Park, Laboratory Manager

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	No
Amount:	$77,000
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:

There is no fiscal impact associated with this action. Sufficient funding for these services is included in the Fiscal Year 23/24 Wastewater Service (521900-6106) Budget.

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	No
Amount:	$2,500
Budgeted Y/N:	Yes
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. Sufficient funding for these services is included in the Fiscal Year 23/24 Water Service (501900-6106) Budget.

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	No
Amount:	$23,000
Budgeted Y/N:	Yes
Account No.:	511900

Discussion:

There is no fiscal impact associated with this action. Sufficient funding for these services is included in the Fiscal Year 23/24 Landfill (511900-6106) Budget.

Attachments

Quantum Analytical Agreement

Bid Report

Bid Analysis

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES

This agreement for the provision of Air Quality Sampling & Analysis ("Agreement") is made and entered in this 20th day of June, 2023("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Quantum Analytical Services, 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 perform Air Quality Sampling & Analysis 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 shall make available to Consultant information in its possession that may reasonably assist Consultant in performing the Services.

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.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by one (1) additional one-year term (an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at

least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Term are hereby collectively, referred to herein as the "Term" of this Agreement.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of one hundred two thousand, five hundred dollars ($102,500) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Consultant's performance for the Services shall not exceed the amount of one hundred two thousand, five hundred dollars ($102,500) for the first Extended Term; bringing the total possible amount of compensation to a not-to-exceed amount of[two hundred five thousand dollars ($205,000). For the Initial Term and Extended Term, City shall pay Consultant on a time and materials basis up to the not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," 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. Consultants' 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 Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

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

CITY	CONSULTANT
City Clerk	Dr. Andrew Kitto, President
City of Redlands	Quantum Analytical Services, Inc
35 Cajon Street	1210 E. 223rd Street, Suite 314
P.O. Box 3005 (mailing)	Carson, CA 90745
Redlands, CA 92373	andrewkitto.quantum@gmail.com l
jdonaldson@cityofredlands.org	(310) 830-2226
(909) 798-7531	(310) 830-2227

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. 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.

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 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, 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 Consultant and shall perform the Services as an independent Consultant. Neither City nor any of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instruments 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 ten (10) 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, drawings, specifications, reports, 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

Quantum Analytical Services, Inc

By: _____
Dr. Andrew Kitto, President

EXHIBIT "A"

SCOPE OF SERVICES

The following is the expected Scope of Services for Air Quality Sampling and Analysis needs at the City's facilities. All costs associated with completion of the following tasks shall be in accordance with Exhibit “B”, “Price and Fee Bid”:

1. Air Quality Sample Collection
   a. Provide weekly air quality sample collection at designated locations within the wastewater treatment plant for Sulfur Compounds (TRS) analysis and HHV, F factor (ATSM 1945/3588) analysis;
   b. Provide as needed sample collection for Siloxanes (GC-MS TO 15) analysis;
   c. Provide as needed rush sample collection to be performed within 1-2 business days;
   d. Sample collection to be performed within 5 working days from the date of order unless otherwise specified;
   e. All sample collection is to be performed in a safe manner, using the appropriate personal protective equipment, and in accordance with the City’s safety practices; and
   f. Sample collection is expected to be performed in locations with positive gas pressure.

2. Air Quality Sample Analysis
   a. Provide weekly air quality sample analysis of four samples for Sulfur Compounds (TRS) (SCAQMD 307-91) and HHV, F factor (ATSM 1945/3588);
   b. Provide as needed sample analysis for Siloxanes (GC-MS TO 15);
   c. Provide as needed rush sample analysis with results submitted within 1-2 business days;
   d. Provide a written report of results via email within 5 working days from analysis unless otherwise specified; and
   e. Consultant shall immediately contact the City if a sample fails QA/QC standards, if there is equipment or other failure, or the sample is deemed insufficient to process in any way.

3. Sample collection and analysis shall be performed using approved South Coast Air Quality Management District (SCAQMD) methods and procedures and any other applicable standards and regulations. SCAQMD methods and procedures can be found in the following location: https://www.aqmd.gov/home/research/methods-procedures;

4. Laboratory performing analysis shall be properly certified to perform analysis specified in the Scope of Services for the duration of the Contract. Use of third-party laboratory is acceptable but shall be at no additional cost to the City or cause any delay of sample collection or laboratory results beyond the agreed upon response time. Prior approval is required, and proper certification must be provided in advance of any work.

5. Payments are based on actual services called for and performed, and no minimum contract value is guaranteed.

EXHIBIT "B"

PRICE AND FEE BID

The following Price and Fee Bid indicates the cost to perform services outlined in Exhibit "A", "Scope of Services". The unit price for each item number includes all costs associated with the item and corresponds with the task number in the Scope of Services. Quantities stated below are estimates only and are not guaranteed as the City may order more or less than the quantity listed.

ITEM #	DESCRIPTION	SUB ITEM #		QTY (a)	UNIT OF MEASURE	UNIT PRICE (b)	EXTENDED AMOUNT* (a x b)
1	Sample Collection: See item 1 in Scope of Services	a.	Sulfur Compounds (TRS) (SCAQMD 307-91)	52 weeks	per weekly sampling event	$600.00	$31,200.00
		b.	HHV, F factor (ATSM 1945/3588)				
		c.	Siloxanes (GC-MS TO 15)				
		d.	Surcharge for Rush (1-2 days)	12	per request	$850.00	$10,200.00
2	Sample Collection Consumables: See item 2 in Scope of Services	a.	Sulfur Compounds (TRS) (SCAQMD 307-91)	156	each individual sample	$15.00	$2,340.00
		b.	HHV, F factor (ATSM 1945/3588)	156	each individual sample	$15.00	$2,340.00
		c.	Siloxanes (GC-MS TO 15)	12	each individual sample	$15.00	$180.00
3	Sample Analysis: See item 3 in Scope of Services	a.	Sulfur Compounds (TRS) (SCAQMD 307-91)	156	each individual sample	$220.00	$34,320.00
		b.	HHV, F factor (ATSM 1945/3588)	156	each individual sample	$200.00	$31,200.00
		c.	Siloxanes (GC-MS TO 15)	12	each individual sample	$275.00	$3,300.00
		d.	Surcharge for Rush (1-2 days)	12	per request	$1,042.50	$12,510.00
4	Additional costs not listed in item 1, 2, & 3. (list items separately)						
TOTAL SUM BID (1 THRU 4)							$127,590.00

For any item(s) that do not have price listed in the item list you are bidding on, vendor shall offer the best available government pricing, the City will pay up to 20% above manufacturers cost.

Please indicate the not-to exceed percent (%) mark-up you offer: 5%

CONTRACT TERM:

The City may exercise its option to renew this agreement as stipulated under the same price, Terms and Conditions for the period of one additional year.

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.

Quantum Analytical Services, Inc

By:_____ Date: _____

Dr. Andrew Kitto, President

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **12th day of April 2023 at 1:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Air Quality Sampling & Analysis Project No. 20230323-1SYS**. 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 (None Issued)	Total Sum Bid
1	Quantum Analytical Services, Carson CA	Yes	NA	$127,590.00
2	A-Tech Consulting, Orange CA	Yes	NA	$264,620.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Christian Duenez; Shannon Simmers

Air Quality Sampling and Analysis RFB 20230323-1SYS

Issued on 03/23/2023

Bid Due on 04/12/2023 1:00 PM (PST)

Line Totals (Unit Price * Quantity)

Item Number	Description	Unit of Measure	Quantity	A-Tech Conssulting-Orange, CA Unit Price	A-Tech Conssulting-Orange, CA Line Total	Quantum Analytical, Carson, CA Unit Price	Quantum Analytical, Carson, CA Line Total
1a	Sample Collection - Sulfer Compounds TRS	Per Weekly Event	52	$1,215.00	$63,180.00	$600.00	$31,200.00
1b	Sample Collection - HHV F Factor	Per Weekly Event	52	included	$0.00	included	$0.00
1c	Sample Collection - Siloxane	Per Weekly Event	52	included	$0.00	included	$0.00
1d	Sample Collection - Surcharge for rush	Per Request	12	$500.00	$6,000.00	$850.00	$10,200.00
2a	Sample Collection Consumables - Sulfer Compounds TRS	Each per Location Sampled	156	$70.00	$10,920.00	$15.00	$2,340.00
2b	Sample Collection Consumables - HHV F Factor	Each per Location Sampled	156	$70.00	$10,920.00	$15.00	$2,340.00
2c	Sample Collection Consumables -Siloxane	Each per Location Sampled	12	$70.00	$840.00	$15.00	$180.00
3a	Sample Analysis - Sulfer Compounds TRS	Each Individual Sample	156	$220.00	$34,320.00	$220.00	$34,320.00
3b	Sample Analysis - HHV F Factor	Each Individual Sample	156	$440.00	$68,640.00	$200.00	$31,200.00
3c	Sample Analysis -Siloxane	Each Individual Sample	12	$250.00	$3,000.00	$275.00	$3,300.00
3d	Sample Analysis - Surcharge for rush	Per Request	12	$470.00	$5,640.00	$1,042.50	$12,510.00
4	Additional Cost Not Listed (Shipping canisters)	per sampling event	52	$200.00	$10,400.00		
				Total	**$213,860.00**		**$127,590.00**

City Council Meeting **H. 19.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Recycled Water Reservoir Engineering Project to extend the term by six (6) months and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of the First Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Recycled Water Reservoir Engineering Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve the First Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Recycled Water Reservoir Engineering Project.

RECOMMENDATION:

Staff recommends City Council determine approval of the First Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Recycled Water Reservoir Engineering Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act and approve the First Amendment to the Agreement.

DISCUSSION:

On January 18, 2022, City Council approved an Agreement with Carollo Engineers, Inc. (Carollo) for an amount not to exceed $734,839 to design and prepare plans and specifications for recycled water reservoirs to be constructed in the future at the City's Wastewater Treatment Plant. The term of this Agreement was for a period of eighteen (18) months and will terminate on July 18, 2023. The project is slightly behind schedule and the Carollo Agreement must be extended by six (6) months to ensure the full scope of work is delivered successfully. If approved, the Amendment will extend the Agreement's term date to January 18, 2024.

Approval of the First Amendment to this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act as there is no possibility this action will result in any significant impact to the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Fernando Mata, Wastewater Utility Manager

Fiscal Impact

Discussion:

There is no fiscal impact associated with this action.

Attachments

First_Amendment_Carollo_Engineers,_Inc

Executed Agreement Carollo Engineers, Inc. (Reference Only)

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of professional engineering services ("Agreement"), dated January 18, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Carollo Engineers, Inc. A Delaware Corporation ("Consultant"), is made and entered into this 20th day of June, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically Article 4.

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

"4.2 The term of this Agreement shall be for a period of twenty-four (24) months from the Effective Date of this Agreement, 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 June 20, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

Carollo Engineers, Inc.

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

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional engineering services ("Agreement") is made and entered in this 18th day of January, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("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 two (2) recycled water reservoirs to be constructed in the future at the City of Redlands Wastewater Treatment Plant (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 seven hundred thirty four thousand eight hundred thirty nine dollars ($734,839). 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.

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]

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: 1/10/2022

Graham J.G. Juby, Senior Project Manager

City Council Meeting **H. 20.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Reject all bids received for the Mission Zanja Channel Improvements Project, Project No. 405003, and direct staff to solicit new bids for the Project (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council reject all bids received for the Mission Zanja Channel Improvements Project, Project No. 405003, and direct staff to solicit new bids for the Project.

RECOMMENDATION:

Staff recommends City Council reject all bids received for the Mission Zanja Channel Improvements Project, Project No. 405003, and direct staff to solicit new bids for the Project.

DISCUSSION:

In March 2021, City Council approved a Professional Service Agreement with Carollo Engineers, Inc. (Carollo) to assess portions of the Mission Zanja Channel (MZC) between Texas Street and Eureka Street. Carollo determined that the MZC is structurally sound and recommended only minor maintenance to extend the service life of the channel. One such recommendation is to repair interior surface cracks and voids prior to completely coating the interior of the channel with an epoxy or resin sealant.

Staff prepared plans and specifications for 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. A bid notice was issued for the Project and the City Clerk's office received and opened the following bids on May 22, 2023:

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
Harbor Coating and Vest (Orange, CA)	$347,257.90
Sol Construction Inc. (Riverside, CA)	$1,263,901.00

The Harbor Coating and Vest bid includes significant errors and was not certified. The bidder's checklist and the correct bid bond form are missing from their bid package submittal. The bid received from Sol Construction Inc. exceeds the available budget and the engineer's estimate for the Project. Therefore, staff recommends that City Council reject both bids received for the Project and direct staff to solicit new bids.

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
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with this action.

Attachments

Bid Opening Report

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **22nd day of May 2023 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Mission Zanja Channel Improvements Project No. 405003**. 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	Bid Bond	Addenda Acknowledged (N/A)	Total Bid Amount
1	Harbor Coating and Vest, Orange CA	No	Yes	N/A	$ 347,257.90
2	Sol Construction Inc., Riverside CA	Yes	Yes	N/A	$1,263,901.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Gerard Nepomuceno; Goutam Dobey

City Council Meeting **H. 21.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request for in-kind support in the amount of $37,686 related to the Redlands Fourth of July Celebration event on July 4, 2023 at Sylvan Park and Moore Middle School, authorize street closures as necessary for the event; authorize the sale and consumption of alcoholic beverages at each location; and determine that the event is categorically exempt from environmental review pursuant to Section 15301 of the CEQA guidelines (Facilities and Community Services Assistant Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the Redlands 4th of July event is categorically exempt from environmental review pursuant to Section 15301 of the state's guidelines implementing the California Environmental Quality Act;

2. I move to authorize the temporary closure of portions of E. Colton Ave., Chapel St., Stillman Ave., E. High Ave., Division St., Park Ave., and University St. for the event at Sylvan Park;

3. I move to authorize the temporary closure of portions of Highland Avenue, Dearborn Street, 5th Avenue and Marion Rd, for the event at Moore Middle School;

4. I move to authorize the expenditure of city resources and in-kind support in the amount of $37,686 related to this event; and

5. I move to authorize the sale and consumption of alcoholic beverages at the event held at Sylvan Park and along 5th Avenue during the event held at Moore Middle School.

RECOMMENDATION:

Staff recommends that City Council determine that the event is categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (CEQA) and further recommends that the City Council direct staff accordingly concerning expenditure for personnel and equipment resources and a waiver of fees in the amount of $37,686 for the 2023 4th of July Celebration. Staff also recommends that the City Council authorize the request to temporarily close streets as indicated in the motions and authorize the sale and consumption of alcoholic beverages during the event, held at Sylvan Park and Moore Middle School.

DISCUSSION:

In anticipation of planning the 2023 Fourth of July Celebration, the Redlands 4th of July Committee, Inc. (Committee) has submitted a request for in-kind services in the amount of $37,686. The Facilities and Community Services Department administers applications and the issuance of permits for special events to be held in public areas of the City. Upon issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to provide support for programs that provide a community benefit, the City Council will, from time to time, consider the authorization of the in kind support of City resources related to a specific special event without reimbursement from Redlands-based non-profit agencies and organizations.

As the Council may recall, on January 17, 2023, the City Council approved a contribution of $30,000 for the 2023 Fourth of July Celebration to be paid to the Committee with the determination that the financial support served as a public benefit. This $30,000 was a contribution needed to reserve the fireworks display. The cost represented only a portion of the total cost for fireworks, as the Committee reported that the overall show costs in excess of $100,000. As previously indicated in that report, the Committee has submitted a separate request for in-kind services for personnel, equipment resources and waiver of fees to support the event.

The Committee has held the Redlands 4th of July Celebration Event for the past 52 years. Although historically the firework show display has been held at the University of Redlands, it was relocated to Moore Middle School in 2020. The in-kind service request application includes services and staff resources for both of the locations, Sylvan Park and Moore Middle School. The request includes the reservation of Sylvan Park for Thursday, July 4, 2023 from 8:00 a.m. to 4:00 p.m., the temporary closure of surrounding streets including portions of E. Colton Ave., Chapel St., Stillman Ave., E. High Ave., Division St., Park Ave., and

University St. as well as the temporary closure of streets for the fireworks display show to be held at Moore Middle School, for Highland Avenue, Dearborn Street, 5th Avenue and Marion Rd.

In partnership with the Committee, the Redlands Sunrise Rotary is requesting permission to serve alcohol at the event for both locations. The Sylvan Park beer garden will be held between 10:00 a.m. to 4:00 p.m. and the beer garden located at the Moore Middle School within 5th Avenue right of way will be held between 4:00 p.m. to 11:00 p.m. The Redlands Sunrise Rotary will be responsible for operating and obtaining the Daily License to Serve Alcohol from the Office of Alcohol Beverage Control. City Council approval is necessary to authorize the consumption of alcohol for both locations. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559 and therefore the approval of this request is outside of staff's purview.

The Redlands 4th of July Committee is requesting in kind support in the amount of $37,686. These costs are outlined in the Fiscal Impact section of this report. The Redlands 4th of July Committee is a registered non-profit organization operating out of Redlands and has held their 4th of July celebration in the City of Redlands annually since 1968. The City Council waived fees in the amount of $29,966 for their 2022 event. According to the submitted application, all funds generated pay for the expenses associated with putting on the 4th of July fireworks, park and parade activities within the City of Redlands. The event also provides an economic benefit by drawing visitors into the City who spend money on various food and services.

Furthermore, the event is categorically exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Sections 15301(c) and 15323. This section includes the permitting of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The request is consistent with this exemption as it includes the permitting of a temporary event within an existing public park.

ALTERNATIVES:

The City Council has the option of denying the request or providing staff with alternative direction.

STRATEGIC PLAN:

Supports Strategic Plan Priority A: Quality of Life - Strategic Objective 1: Beautification, Arts and Culture

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

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

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

PREPARED BY:
Michelle Groenke, Adminstrative Assistant

Fiscal Impact

Fiscal Year:	2023-24
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	37,686
Budgeted Y/N:	Y

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; totaling $37,686.00. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	2023 Amount	Type	2022 Amount
Police Personnel1	$25,750.00	Hard Cost	$20,000.00
FCS Personnel1	$7,560.00	Hard Cost	$6,040.00
Fire Personnel1	$2,497.00	Hard Cost	$2,497.00
Personnel & Equipment Subtotal	$35,807.00		$28,537.00

Fees Established by City Council Resolution			
Sylvan Park Reservation Permit	$211.00	Soft Cost	$211.00
Fireworks Show Permit Application	$1,218.00	Soft Cost	$1,218.00
FCS equipment	$450.00	Soft Cost	N/A
Fees Subtotal	$1,879.00		$1,429.00
Total Departmental Charges and Fees	$35,807.00 (hard) $1,879.00 (soft) $37,686.00(Total)		$29,966.00

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

The following table summarizes the total estimated costs associated with the use of City resources and in-kind support approved for events scheduled during Fiscal Year 2023-22 to date:

TABLE 2: FY 2023-24 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	In-kind support Amount	Net Amount
$3,920.00	$4,018.00	$0	$7,938.00	$7,938.00

Attachments

In-Kind Request
Verification of Non-Profit
Authorization to Serve Alcohol - Moore Middle School
Authorization to Serve Alcohol - Sylvan Park

Michelle Gronke

City of Redlands *In-Kind Support Request*

Event Name: 4TH of July Celebration

Event Date(s): 4TH of July 2023 **Location(s):** Sylvan Park

Rain Out Date: N/A **Beginning Time:** 8 AM **End Time:** 4 PM

Describe Your Request:

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

Need to use all of the park

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking*)
- [x] Police (*Public Safety Personnel*)
- [x] Fire (*Paramedics, Inspectors*) — maybe, they will decide if needed
- [x] Parks (*Cleanup Personnel, Ball Field Lights*) — park bathrooms clean & functioning, water & electricity on, trash receptacles provided, sprinklers off.
- [ ] 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: 4TH of July Committee

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 33-0437034

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: Mike Warren - Park coordinator

Mailing Address: 27 N. Michigan St. Redlands Calif. 92373

Phone Number: 909-253-3913 **E-Mail Address:** Mike.warren20@Verizon.net

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

Opportunity for citizens to show patriotism for our Country and Celebrate our American Heritage.

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

people will spend money with the Vendors and enjoy the festivities at the park.

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.

Fees	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	~~1000~~ 0	~~1000~~ 0	~~0~~ 1000
Attendance: Non-Residents	~~200~~ 0	~~200~~ 0	500
Food & Beverage Sales	$ 5000	$ 4000	$ 1000
Merchandise Sales	$ 5000	1200	~~0~~ 800
Ticket/Entrance Fees (Vendor only)	$ 1500 ~~0~~	~~0~~ 1500	~~0~~ $ 1500
Other			
Total Revenue	11,500	6700	4800

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

Signature: Michael J. Warren **Title:** Park Coordinator

Please Print Your Name: Michael Warren **Date:** 3/22/2023

To Be Completed by the City of Redlands

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

Notes: _____

City Manager Approval: _____ City Council Approval: _____

Redlands 4th of July Committee Inc.

EIN: 33-0437034 | Redlands, California, United States

Other Names

REDLANDS 4TH OF JULY COMMITTEE INC A NONPROFIT CORPORATION

REDLANDS 4TH OF JULY COMMITTEE INC

Publication 78 Data

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

On Publication 78 Data List: Yes

Deductibility Code: PC

Auto-Revocation List

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years. *Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.*

Exemption Type: 501(c)(4)

Exemption Reinstatement Date:

Revocation Date: 03-15-2021

Revocation Posting Date: 06-14-2021

Determination Letter

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

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: REDLANDS FOURTH OF JULY

DATE OF EVENT: JULY 4, 2023 HOURS: 4 - 11 PM

LOCATION: 5TH STREET CLOUSRE, ABOVE MOOORE MIDDLE SCHOOL (STREET CLOSURE SAME AS 2022)

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: REDLANDS FOURTH OF JULY COMMITTEE, INC

CONTACT PERSON: TIM MURONE PHONE: 909-327-7446

EMAIL: TIMTBM@EMAIL.COM ADDRESS: 278 TENNESSEE ST STE 12, REDLANDS, CA 92373

EVENT INFORMATION:

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

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $8

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing REDLANDS FOURTH OF JULY COMMITTEE INC and in consideration of being permitted to conduct the Event, agree that the members/participants of REDLANDS FOURTH OF JULY COMMITTEE INC shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' facilities.

The members/participants of REDLANDS FOURTH OF JULY COMMITTEE INC hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damages to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF REDLANDS FOURTH OF JULY COMMITTEE INC AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 05/12/2023 Signature: _____

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal; Code, Section 12.44.270 does allow, pursuant to a written permit from the Quality of Life Director, a person or persons to drink or consume alcoholic beverages in public parks, only in enclosed public areas as defined by resolution of the City Council. Any other locations within the City's property requires the City Council approval and designation of the place for the sale and consumption thereof.

Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof.

APPROVED: _____ DATE: _____ DENIED: _____ DATE: _____

CITY COUNCIL DATE (if applicable):_____

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: REDLANDS FOURTH OF JULY

DATE OF EVENT: JULY 4, 2023 HOURS: 10 AM - 5 PM

LOCATION: SYLVAN PARK, 601 N UNIVERSITY ST., REDLANDS, CA 92374

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: REDLANDS FOURTH OF JULY COMMITTEE, INC

CONTACT PERSON: TIM MURONE PHONE: 909-327-7446

EMAIL: TIMTBM@EMAIL.COM ADDRESS: 278 TENNESSEE ST STE 12, REDLANDS, CA 92373

EVENT INFORMATION:

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

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $8

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing REDLANDS FOURTH OF JULY COMMITTEE, INC and in consideration of being permitted to conduct the Event, agree that the members/participants of REDLANDS FOURTH OF JULY COMMITTEE, INC shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' facilities.

The members/participants of REDLANDS FOURTH OF JULY COMMITTEE, INC hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damages to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF REDLANDS FOURTH OF JULY COMMITTEE, INC AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 05/12/2023 Signature: _____

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal; Code, Section 12.44.270 does allow, pursuant to a written permit from the Quality of Life Director, a person or persons to drink or consume alcoholic beverages in public parks, only in enclosed public areas as defined by resolution of the City Council. Any other locations within the City's property requires the City Council approval and designation of the place for the sale and consumption thereof.

Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof.

APPROVED: _____ DATE: _____ DENIED: _____ DATE: _____

CITY COUNCIL DATE (if applicable):_____

City Council Meeting **H. 22.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement with Pet Land Inc. DBA Highland Village Pet Hospital to provide veterinary services and medical supplies to the Redlands Animal Services Division for a five-year term for an amount not to exceed $1,243,267 and approve an additional appropriation in the amount of $125,224 (Facilities and Community Services Assistant Director Crocker)

MOTION(S):

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

1. I move to approve the agreement with Pet Land Inc. DBA Highland Village Pet Hospital to provide veterinary services and medical supplies to the Redlands Animal Services Division for an amount not to exceed $1,243,267 and appropriate an additional $125,224 for fiscal year 2023-24.

RECOMMENDATION:

Staff recommends that City Council approve the agreement with Pet Land Inc. DBA Highland Village Pet Hospital to provide veterinary services and medical supplies to the Redlands Animal Services Division for a five-year term for an amount not to exceed $1,243,267 and approve an additional appropriation in the amount of $125,224 from the undesignated general fund to cover the costs of veterinary services for fiscal year 2023-24.

DISCUSSION:

The Facilities and Community Services Department's Animal Services Division operates a shelter facility to temporarily house lost, stray or unwanted animals. As part of the care for these animals, the city currently contracts out veterinary services. These services are necessary for the daily care, well-being and overall health of the animals. The current contract will expire June 2023 and to ensure that these health care services continue, staff issued a Request for Proposal on April 17, 2023. The city received a single proposal for veterinary services from Pet Land Inc. DBA Highland Village Pet Hospital (HVPH). Staff solicited proposals in person, via phone and email from veterinarians located in Redlands; however, no additional proposals were received.

HVPH has been the contracted provider of veterinary services for the Animal Services Division for the past 5 years. The proposal submitted by HVPH addressed changes to scope in the RFP compared to the previous agreement and demonstrated the ability to provide the required services. Based on prior performance and the proposal submitted, staff recommends City Council approve an agreement with Pet Land Inc. DBA Highland Village Pet Hospital to perform veterinarian services to the Redlands Animal Services Division for FY 2023-24 through FY 2025-26 with an option for up to two, one-year extensions with the same terms and conditions.

The agreement to perform veterinary services includes an annual not to exceed amount of $225,000 for the first fiscal year with annual increases of five percent (5%) for subsequent years of the agreement. The total not to exceed for all five years of the contract is $1,243,267.

ALTERNATIVES:

The City Council may decide not to approve the contract; however, this would impact the city's ability to provide necessary veterinary care and services to sheltered animals.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Assistant 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:
Don Craw, Senior Manager

Fiscal Impact

Fiscal Year:	2023/24
Appropriation Required Y/N:	Y
Amount:	225000
Budgeted Y/N:	Y
Account No.:	101311-6103

Discussion:

The prior agreement was established in 2018 with no cost increases during the term of the agreement. Staff is requesting an additional appropriation of $125,224 for FY 23/24 to meet the estimated service needs of the Animal Services Division based on the rates included in the proposal in response to RFP issued in April of 2023.

The cost for service and the volume of services required have both increased in recent years and were not adequately accounted for in FY23/24 budget. Additionally, staff revised and made adjustments to the scope of service compared to the prior contract to ensure all service needs are met with this new agreement, resulting in an increase in cost of the services. Future year allocations will be included in the budget to meet service needs.

Attachments

Agreement with Pet Land
Additional Appropriation

AGREEMENT TO PERFORM VETERINARIAN SERVICES

This agreement for the provision veterinary services and medical supplies ("Agreement") is made and entered in this 20th day of June, 2023, with an effective date of July 1, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Pet Land Inc., a California corporation DBA Highland Village Pet Hospital, ("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 veterinary services and medical supplies for City's Animal Services (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 specific Services that Contractor shall perform are to provide veterinary services, medical supplies, and spay/neutering, on an as needed and requested basis by City and as more particularly described in Exhibit "A," which is attached hereto and incorporated herein by reference.

2.2 Contractor shall comply with applicable federal, state, and local laws and regulations in the performance of this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Facilities and Community Services Sr. Manager, Don 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 The term of this Agreement shall be for three (3) years, commencing upon 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) one-year additional 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.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The annual compensation for Contractor's performance of the Services shall not exceed the amount of Two Hundred Twenty-Five Thousand ($225,000) for the initial twelve month period after the Effective Date of this Agreement. Not to exceed annual compensation shall increase by Five percent (5%) for each subsequent year of service. Total compensation shall not exceed the amount of One Million Two Hundred Forty-Three Thousand Two Hundred Sixty-Seven Dollars ($1,243,267) for the Term of this Agreement. City shall pay Contractor on a time and materials basis up to the not to exceed amount, based upon the rates shown in Exhibit "A."

5.2 Contractor shall submit monthly invoices by the 10th day of the following month to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed and the dates the Services were performed. 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, 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 of Redlands
Animal Services Division
35 Cajon Street, Suite 222
P.O. Box 3005 (mailing)
Redlands, CA 92373

Contractor
Pet Land Inc.
DBA Highland Village Pet Hospital
7257 Boulder Ave
Highland, CA 926346

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

A. Workers' Compensation and Employer's Liability insurance in the amount that meets

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

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

C. Contractor 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 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.

E. Contractor 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, Contractor 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 Contractor 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 and negligent act, omission or failure to act by 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 or participate in:

(i) the making or any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
(ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorization or entitlements;
(iii) authorizing City to enter into, modify or renew a contract;
(iv) granting 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) granting City approval to a plan, design, report, study or similar item;
(vi) adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Contractor is for all purposes under this Agreement an independent Contractor and shall perform the Services as an independent Contractor. Neither City nor of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply 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 (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, 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 o 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, an 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.

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

PET LAND INC.
HIGHLAND VILLAGE PET HOSPITAL

By: _____
Dr. Han T. Yuhan, D.V.M.

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

1. Provide board certified veterinarians, licensed to practice veterinary medicine in the state of California. Veterinarians shall be available to the Redlands Animal Shelter from 8:00 am to 5:00 pm, Monday- Friday and 8:00 am to 12:00 pm on Saturdays.

2. Provide veterinary technicians to support animal examinations, medical treatments. surgical preparation, and post-surgery care.

3. Provide full-service health examinations, medical treatments, and surgical procedures for animals identified by Animal Services staff.

4. Provide spay/neuter surgical services for canines and felines (includes appropriate anesthesia and pain medications).

5. Provide all necessary and required medications, equipment, supplies and materials to accomplish full-service delivery of health assessment examinations, medical treatments, and surgical services. Provide sedation and euthanasia supplies for use by trained Animal Services staff.

6. Provide injury and illness examinations, medical treatments, and/or surgical services to restore animals to good health and body conditions so animals can be made available for adoption as soon as practical. Services shall include urine analysis, fecal analysis, blood analysis, X-rays, and/or other diagnostic tests necessary to assess the health and condition of animals, as requested and pre-approved by the Redlands Animal Services Supervisor or designee.

7. Provide full wellness check evaluation of any animal prior to adoption, including rabies vaccination, as requested by Animal Services staff.

8. Submit monthly invoices for veterinary services. All requests for payment shall be accompanied by medical records and other relevant supporting data.

9. Participate with Animal Services staff to develop policies, procedures, and practices to reduce the spread of infectious disease in the animal population.

10. Provide guidance to Animal Services staff on follow up treatment and Euthanasia.

11. Professional assistance for cruelty/neglect investigations. The service provider may be asked to provide professional evaluation and advice to Animal Services staff concerning the medical and health conditions of animals suspected to be the object of cruelty or neglect and perform autopsy examinations when required.

12. Provide professional testimony in court for criminal or civil litigation and administrative hearings, when necessary and at the request of Animal Services staff.

13. Provide training to Animal Control staff in the areas of euthanasia, animal first aid, evaluations, vaccinations, microchips, and infectious disease control when necessary and at the request of Animal Services.

14. Provide after-hours phone consulting services twenty-four hours per day and seven days per week for medical emergencies or disasters.

15. Provide part-time Veterinary Technician and/or Park Time Kennel Attendant to support the Redlands Animal Services Department.

- Veterinary Technician - Estimated 4 hours daily Tuesday – Saturday
  - Typical duties to include:
    - Evaluations, Follow Ups, Medications, Vaccines, Wound Care, Disease Control/Monitoring, Vet Coordination, Other services as required/qualified for.

- Kennel Attendant - Estimated 4 hours daily Tuesday – Saturday
  - Typical duties to include:
    - Cleaning and Sanitation of kennels and other shelter facilities, animal feeding, animal socialization and enrichment, other activities as required/qualified for.

16. Provide staff (Veterinary Technician) for annual low-cost rabies vaccination clinic event for the purpose of dog licensing for the City of Redlands.
    - Annual event date will be determined and coordinated between Animal Services staff and Veterinarian.

FEE SCHEDULE

Service	Cost Year One	Cost Year Two	Cost Year Three	Cost Year Four	Cost Year Five
Monthly Doctor Fixed Cost	$85	$89	$94	$98	$103
Wellness Exam	$25	$27	$29	$30	$32
Injury / Illness Exam	$25	$27	$29	$30	$32
After Hours Emergency Service Call	$130	$137	$143	$150	$158
X-Rays (Per View)	$50	$53	$56	$59	$62
Lab Test (Per Panel)	$50	$53	$56	$59	$62
Additional Procedures and Treatment (Discount From Current Hospital Rate)	20%	20%	20%	20%	20%
Vaccinations					
Distemper, Parvovirus	$20	$21	$22	$23	$24
DHPP	$10	$11	$12	$13	$14
Rabies	$10	$11	$12	$13	$14
Vet Technician (Hourly Rate)	$27	$28	$30	$31	$33
Kennel Attendant (Hourly Rate)	$18	$19	$20	$21	$22
Medical Supplies and Medications (Markup from Cost)	5%	5%	5%	5%	5%
SPAY and NEUTER SERVICES					
Spay Feline	$59	$62	$65	$68	$72
Tattoo Marking	$5.0	$5.5	$6.0	$6.5	$7.0
In Heat Charge	$55	$58	$61	$64	$67
Pregnancy (Stage 1)	$100	$105	$110	$116	$122
Pregnancy (Stage 2)	$200	$210	$221	$232	$243
Pregnancy (Stage 3)	$300	$315	$331	$347	$365
Pregnancy (Stage 4)	$400	$420	$441	$463	$486
Neuter Feline	$44	$47	$50	$53	$55
Retained Testicle (Inguinal Approach)	$50	$53	$55	$58	$61
Retained Testicle (Midline l Approach)	$200	$210	$221	$232	$243
Spay Canine					
0-30 lbs.	$69	$73	$77	$81	$85
In Heat Charge	$55	$58	$61	$64	$67
31-50 lbs.	$89	$94	$99	$104	$109
In Heat Charge	$65	$68	$72	$75	$79

51-75 lbs.	$104	$110	$116	$122	$128
In Heat Charge	$75	$79	$83	$87	$91
76-100 lbs.	$124	$131	$138	$145	$152
In Heat Charge	$85	$89	$94	$98	$103
100 lbs. and above	$144	$152	$160	$168	$176
In Heat Charge	$95	$100	$105	$110	$115
Additional Spay Charge (All Weights)					
Pregnancy (Stage 1)	$150	$158	$165	$174	$182
Pregnancy (Stage 2)	$250	$263	$276	$289	$304
Pregnancy (Stage 3)	$350	$368	$386	$405	$425
Pregnancy (Stage 4)	$450	$473	$496	$521	$547
Tattoo Marking	$5.0	$5.5	$6.0	$6.5	$7.0
Neuter Canine					
0-30 lbs.	$59	$62	$65	$68	$72
31-50 lbs.	$79	$83	$88	$92	$97
51-75 lbs.	$94	$99	$104	$109	$115
76-100 lbs.	$114	$120	$126	$132	$139
100 lbs. and above	$134	$140	$147	$154	$162
Retained Testicle (All Weights) (Inguinal Approach)	$100	$105	$110	$116	$122
Retained Testicle (All Weights) (Midline l Approach)	$250	$263	$276	$289	$304

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

CHECK ONE

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

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

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

PET LAND INC. Date: _____
DBA HIGHLAND VILLAGE PET HOSPITAL

By:_____
Dr. Han T. Yuhan, D.V.M.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 5/20/2023

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**
Animal Services - Veterinary Services	101311	6103		$ 125,224.00
			$	$ 125,224.00

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

JUSTIFICATION: Cost of veterinary services has increased since prior contract was entered into in 2018. RFP for service was conducted in April 2023 and annual cost estimated based on service needs and new rates as provided in proposal. Require additional funds from undesignated general fund to meet service need.

Requested By: Chris Boatman
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **H. 23.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt ORDINANCE No. 2922 (Second Reading), AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING (Facilities and Community Services Assistant Director Crocker)

MOTION(S):

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

I move to adopt Ordinance No. 2922.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2922, adding Chapter 12.45 and amending Chapter 12.44 to the Redlands Municipal Code to establish regulations governing sidewalk vendors within City limits.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2922 or the Council may reject adoption of Ordinance No. 2922.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $285

Attachments

Ordinance 2922-Clean

ORDINANCE NO. 2922

AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING

WHEREAS, the City of Redlands ("City") is a municipal corporation and general law city, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, Article XI, section 7, of the California Constitution grants the City broad discretionary power to "make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws;" and

WHEREAS, in 2018, the California Legislature passed Senate Bill 946 (California Government Code Section 51036, *et seq*.) ("SB 946"), which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB 946; and

WHEREAS, SB 946 authorizes the implementation of regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified; and

WHEREAS, the standards imposed on sidewalk vendors requiring a minimum path of accessible travel are necessary to comply with the Americans with Disabilities Act ("ADA") and maintain minimum safe access along public sidewalks; and

WHEREAS, the standards for maintaining access to building entrances, and not blocking driveways, parking areas and building storefront exits and windows are necessary to guard the health and safety of patrons, drivers, vendors and existing business owners and promote law enforcement practices that allow the City's Police personnel to observe within buildings; and

WHEREAS, the City Council of the City of Redlands ("City Council") finds and determines that the installation, repair, maintenance, and removal of encroachments in the public way must be regulated in order to protect the public health, safety and welfare and to provide for the orderly administration and maintenance of the public way for the benefit of the community, while at the same time allowing reasonable accommodation and cooperative flexibility for providing necessary utility and other convenience services to the community; and

WHEREAS, the City Council finds that public and private persons who install encroachments in the public rights-of-way bear a responsibility to help preserve the public rights-of-way and to contribute to the administrative costs incurred by the community because of such encroachments; and

WHEREAS, this City Council further finds that, unless properly regulated, sidewalk vending poses a unique risk to the health, safety, and welfare of the public, including, but not limited to, impacts to pedestrian and vehicular traffic, pedestrian safety and mobility, ADA accessibility to public sidewalk and rights -of-way, unsanitary conditions involving food

preparation and disposal which may harm consumers and adversely impact the local environment, pose risks to children, and adversely impacts consumer protection; and

WHEREAS, the City Council finds that vendors have disposed of food byproducts such as oil, grease, and other contaminants into the City's storm drains in violation of State and Local laws and additional regulations on vending activities are necessary to protect the City's storm drains and storm water from hazardous environmental contaminants; and

WHEREAS, imposing a distance requirement for sidewalk vending activities from popular local tourist attractions; city-sponsored and co-sponsored events and Certified Farmers' Market events; schools; the Redlands Municipal Airport; the Redlands Sports Park, and other sports venues on event days; will alleviate pedestrian, tourist, and vendor safety concerns of overcrowding on sidewalks, and pedestrians walking in the street and along the sidewalk to keep moving forward; and

WHEREAS, these venues also experience a high amount of traffic, affecting the safety of pedestrians and motorists and the accessibility needs of persons with disabilities, due to a high concentration of visitors at one time; and

WHEREAS, imposing distance requirements for sidewalk vending activities near sensitive uses such as schools, churches, public utilities and at bus and train stops where riders embark and disembark are necessary to protect the public health, safety, and welfare; and

WHEREAS, the inherent nature of sidewalk vending and the ability of such vendors to be located on private property and public streets and move quickly from place to place in the community, including near parks, schools, and other places frequented by children, warrants imposing certain regulatory measures to protect the health, safety, and welfare of the community and local environment; and

WHEREAS, vending in a manner that creates a public nuisance or constitutes a danger to the public constitutes an objective harm to the health, safety, and welfare of the City's residents and visitors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 12.45, titled "Sidewalk Vending," is hereby added to the Redlands Municipal Code to read as follows:

"12.45 SIDEWALK VENDING

SECTIONS:

12.45.010 Purpose
12.45.020 Definitions
12.45.030 Stationary Sidewalk Vending Locations and Standards
12.45.040 Standards for Sidewalk Vending in Parks

12.45.050 Standards for Roaming Sidewalk Vending
12.45.060 Administrative Fines

12.45.010 PURPOSE: The City finds that the vending of prepared or pre-packaged foods, goods, and/or wares at semi-permanent locations on public sidewalks and rights-of-way may pose unsafe conditions and special dangers to the public health, safety, and welfare of residents and visitors and the local environment. The purpose of this Chapter is to implement regulations on both roaming and stationary sidewalk vending that protect the public health, safety, and welfare of the community and the local environment while complying with the requirements of general state law, as amended from time to time, to promote safe vending practices, prevent safety, traffic, and health hazards, and preserve the public peace, safety, and welfare of the community and the local environment.

12.45.020 DEFINITIONS: For purposes of this Chapter, the following words shall have the meanings ascribed to them:

A. "Certified Famers' Market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

B. "City" means the City of Redlands.

C. "Park" means a public park owned by the City.

D. "Roaming sidewalk vendor or vending" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

E. "Sidewalk vendor or vending" means a person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

F. "Stationary sidewalk vendor or vending" means a sidewalk vendor who engages in sidewalk vending from a fixed location.

G. "City Event Permit" means a permit issued by the City for temporary uses (i.e. special event permits, temporary use permits, film permits, or park reservations).

H. "Event Day" means the calendar day of any concert, trade show, conference, sporting event, or any other event potentially attracting large numbers of persons and vehicles to the venue.

I. "Solicitor" or "canvasser" shall mean any individual, whether a resident of the City or not, using telephone service or other communication, or traveling by foot, wagon, automobile, motor truck, or any other type of conveyance from place to place, from house to house, or from street to street taking, or attempting to take, orders for the sale of goods, wares, merchandise, or personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries, or exposes

for sale a sample of the subject of such sale or whether the individual is collecting advance payments on such sales or not.

1. "Solicitor" or "canvasser" shall include any person who, for such person, or for another person, firm, or corporation, hires, leases, uses, or occupies any building, structure, tent, vehicle, hotel room, lodging house, apartment, shop, or any other place in the City for the sole purpose of exhibiting samples and taking orders for future delivery.

2. Such definition shall not include solicitors or canvassers taking orders or displaying merchandise exclusively from a public sidewalk or public pedestrian path in compliance with Chapter 5.60 of this Code.

12.45.030 STATIONARY SIDEWALK VENDING LOCATIONS AND STANDARDS:

A. Stationery sidewalk vendors are prohibited from operating in the City unless they have obtained a valid business license. As part of the application for a business license, the stationary sidewalk vendor shall submit proof of general liability insurance naming the City of Redlands as an additional insured in the amount of one million dollars ($1,000,000) and, if the vendor is preparing and/or selling food, a copy of a current San Bernardino County Department of Environmental Health Services permit issued to the vendor. The permits and proof of insurance shall be posted for public view during vending activities.

B. Stationary sidewalk vendors are prohibited from operating or establishing in any residential zone of the City.

C. Stationary sidewalk vendors may operate in non-residential zones of the City, including mixed use zones, 7:00 a.m. to 2:00 a.m. Monday through Sunday provided they meet the following:

1. The sidewalk vendor can set up vending operations while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and

2. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and

3. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces or building windows; and

4. No vending shall occur within fifteen (15) feet of a fire hydrant, fire escape, loading zone, handicapped parking space or access ramp, fire station driveway, or police station driveway; and

5. In order to achieve the minimum accessible path of travel set forth in subsection C.1, only one (1) table, two (2) chairs and one (1) umbrella shall be permitted in conjunction with the vendor's vending activities. No fences, shade structures, other site furniture, or any freestanding signs are permitted; and

6. The vendor shall not attach or use any water lines, electrical lines, gas lines or power generators during vending operations; and

7. Exterior storage or display of refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited; and

8. No vending shall occur within two hundred (200) feet of any City-sponsored or co-sponsored events, the Certified Farmers' Market, construction-related street or lane closure, filming location, the Redlands Municipal Airport, Event Day, or an event held pursuant to a City Event Permit; and

9. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of 45 degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

10. No vending shall occur within one hundred (100) feet of the property line of any school; any postsecondary educational facility attended by secondary pupils; or any private kindergarten, elementary, or secondary school facility; and

11. No vending shall occur within three (3) feet of any street lights, edges of tree wells, parking meters, or above-ground utility structures; and

12. No vending shall occur within three (3) feet of any existing subsurface utility box, valve, or vault; and

13. No vending shall occur within thirty (30) feet of another vendor; and

14. No vending shall occur within three (3) feet of bus stop locations, red curbs, or at locations where there are existing above-ground amenities such as newsstands or street furniture, including but not limited to benches and bike racks; and

15. No vending shall occur within 50 feet from the centerline of a rail line.

16. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

17. No vending shall occur within thirty (30) feet of the entrance way to any building, store, theater, movie house, house of worship, or place of public assembly; and

18. Open burning or open flame devices are not permitted to be utilized.

12.45.040 STANDARDS FOR SIDEWALK VENDING IN PARKS:

A. Sidewalk vending of food or merchandise by roaming or stationary vendors shall be prohibited

in any City Park with a concession stand operated by a vendor under exclusive contract with the City selling similar food or merchandise.

B. Sidewalk vendors may operate in Parks provided they meet the following:

1. For stationary sidewalk vending, the sidewalk vendor can set up vending operations while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and

2. The sidewalk vendor shall cease operations one (1) hour prior to the close of the park; and

3. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and

4. The sidewalk vendor location does not block entrances to buildings, driveways, parking spaces, or building windows; and

5. No vending shall occur within five hundred (500) feet of an Event Day or event held pursuant to a City Event Permit; and

6. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of 45 degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

7. The sidewalk vendor does not cause an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park or the public's use and enjoyment of natural resources, including the accessibility of such natural resources by persons with disabilities, and recreational opportunities or regulations directly related to objective health, safety or wellness concerns; and

8. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

9. Open burning or open flame devices are not permitted to be utilized.

12.45.50. STANDARDS FOR ROAMING SIDEWALK VENDING:

Roaming sidewalk vendors shall meet the following:

1. Roaming sidewalk vendors are prohibited from operating in the City unless they have obtained a valid business license. As part of the application for a business license, the roaming sidewalk vendor shall submit proof of general liability insurance naming the City as an additional insured in the amount of one million dollars ($1,000,000) and, if the vendor is

preparing and/or selling food, a copy of a current San Bernardino County Department of Environmental Health Services permit issued to the vendor. The permits and proof of insurance shall be available for inspection during vending activities upon request; and

2. Sidewalk vending hours for residential zones shall be conducted from sunrise to sunset Sunday through Saturday; and

3. The sidewalk vendors shall maintain their temporary vending area in a clean, orderly, and sanitary condition; and

4. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces, or building windows; and

5. The sidewalk vendor does not conduct sales from a public street; and

6. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of 45 degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

7. No vending shall occur within two hundred (200) feet of a city-sponsored or co-sponsored event, the Certified Farmers' Market, construction-related street or lane closure, filming location, the Redlands Municipal Airport, an Event Day or an event held pursuant to a City Event Permit; andNo vending shall occur within one hundred (100) feet from the property line of any school; any postsecondary educational facility attended by secondary pupils; or any private kindergarten, elementary, or secondary school facility; and

8. No vending shall occur within three (3) feet of any street lights, edges of tree wells, parking meters, or above-ground utility structures; and

9. No vending shall occur within three (3) feet of any existing subsurface utility box, valve, or vault; and

10. No vending shall occur within thirty (30) feet of another vendor; and

11. No vending shall occur within three (3) feet of bus stop locations, red curbs, or at locations where there are existing above-ground amenities such as newsstands or street furniture, including but not limited to benches and bike racks; and

12. No vending shall occur within 50 feet from the centerline of a rail line; and

13. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

14. No vending shall occur within thirty (30) feet of the entrance way to any building, store,

theater, movie house, house of worship, or place of public assembly; and

12.45.60 ADMINISTRATIVE FINES:

A. It is unlawful for any person to violate any provision, or fail to comply with any requirements, of this Chapter. A violation of this Chapter shall by punished by:

1. A Notice of Violation shall be issued for a first violation.

2. An administrative fine not exceeding fifty dollars ($50) for a second violation within one (1) year of the first violation.

3. An administrative fine not exceeding one hundred dollars ($100) for a third violation within one (1) year of the first violation.

4. An administrative fine not exceeding five hundred dollars ($500) for each additional violation within one (1) year of the first violation.

B. Any violation of this Chapter shall not be punishable as an infraction or misdemeanor, and any person alleged to have violated any provisions of this Chapter shall not be subject to arrest except when otherwise permitted under law.

C. When assessing an administrative fine pursuant to this Chapter, the adjudicator shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

1. If the person meets the criteria described in subdivision (a) or (b) of Government Code section 68632, the City shall accept, in full satisfaction, twenty percent (20%) of the administrative fine imposed pursuant to this Chapter.

2. The City may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

D. A sidewalk vendor that is preparing and/or selling food without a valid San Bernardino County Department of Environmental Health Services permit may have their food discarded when it is determined by the City's enforcement officer that there is an immediate threat to the public health and safety.

E. Nothing contained herein shall be construed to impede the City's or the County's ability to enforce San Bernardino County Health Department codes and regulations."

Section 2. Section 12.44.050, titled "Solicitation Prohibited" is hereby amended as follows:

"Except as provided in Chapter 12.45 of this Code, no person shall practice, carry on, conduct or solicit for any occupation, business, or profession in any city park or building, or sell or offer for sale any merchandise, article, or anything whatsoever, unless such person is acting pursuant to a contract with the city, or pursuant to a permit granted by the director or approved by the city council."

Section 3. Section 12.44.240, titled "Commercial Activity Prohibited" is hereby amended as follows:

"Except as provided in Chapter 12.45 of this Code, no person shall practice, carry on, conduct, or solicit for any trade, occupation, business or profession except upon application to and as may be permitted by the director; provided, however, in the director's discretion, the director may forward any such application to the city council for consideration. In the event the director or city council determines that commercial activity may be permitted, a concessionaire fee may be imposed as a condition of the issuance of such permit."

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 5. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378(a). Further, this ordinance is exempt from CEQA as there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3). The City Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

Section 6. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City and thereafter this ordinance shall take effect as provided by law.

ATTEST: _____
Eddie Tejeda, Mayor

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 20th day of June, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **H. 24.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of proclamation declaring June 19, 2023, as Juneteenth (Mayor Tejeda and Councilmember Davis)

MOTION:

I move to authorize issuance of proclamation declaring June 19, 2023, as Juneteenth.

Attachments

Juneteenth Proclamation 2023

PROCLAMATION

Juneteenth

WHEREAS, the City of Redlands recognizes JUNETEENTH as a citywide celebration on Monday, June 19, 2023, in recognition of the day news reached the Black community in Texas of their emancipation from slavery on June 19, 1865, also known as Juneteenth Independence Day or Emancipation Day; and

WHEREAS, at 2 p.m. on New Year's Day, January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as enslaved within any State in rebellion against the United States "*shall be then, thenceforward, and forever free*;" and

WHEREAS, the Emancipation Proclamation made the permanent abolition of slavery a Union war aim and provided the legal framework for the emancipation of nearly all four million enslaved people, ultimately serving as the catalyst for the announcement of General Order No. 3 by United States Army general Gordon Granger, proclaiming freedom from slavery in Texas; and

WHEREAS, Congress ultimately passed the Thirteenth Amendment to the United States Constitution, which abolished slavery throughout the United States and its territories; and

WHEREAS, Nearly all 50 states recognize Juneteenth in some form through celebrations, speeches, educational events, festivals and family gatherings, and it is the oldest nationally celebrated commemoration of the end of slavery in the United States, having been celebrated by the Black community for over 150 years; and

WHEREAS, the City Council, joins the University of Redlands Black Student Faculty Staff Administrator and Alumni (BSFSAA), Black Student Union (BSU) and Campus Diversity & Inclusion (CDI), Unity in the Community, and the Human Relations Commission in gratefully acknowledging the contributions made by Black community members to the enrichment of the City of Redlands.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Redlands does hereby recognize June 19, 2023, as Juneteenth and encourages all residents to reflect on and honor the significant contributions that Black Americans have made to our nation, and in addition encourages its residents to share their unique story by visiting: https://www.akspl.org/news-events/redlands-community-history-initiative/.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 20th day of June, 2023

_____

Eddie Tejeda, Mayor

_____

Denise Davis, Councilmember

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 1.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the appointment to fill the City Treasurer vacancy (Mayor Tejeda)

DISCUSSION:

As of April 29, 2023, a vacancy of City Treasurer exists due to the untimely passing of Treasurer Robert Dawes. Pursuant to Government Code Section 36512(b), the City Council will have 60 days from the occurrence of the vacancy to either fill the vacancy by appointment or hold a special election. The 60-day period ends on June 28, 2023. The appointee must be 18 years of age, a Redlands resident, and a registered voter in the City. The appointment must be made by a majority of the Council. In accordance with Government Code Subsection 36512(b)(2), any person appointed would hold office until the next general municipal election.

Per the timeline established at the May 16, 2023, meeting, the City issued a Notice of Intention to Fill by Appointment on May 22, 2023. The application period ended on June 5, 2023. One application was received and verified by the Office of the City Clerk. As only one application was received, a special meeting to interview and hear applicant presentations was deemed unnecessary. Instead, Phillip Doolittle was invited to the June 20, 2023, meeting to provide a brief presentation of his qualifications and be interviewed by Councilmembers.

PROCESS FOR CITY TREASURER APPOINTMENT

A. Applicant Interview (Mayor Tejeda)
    1. Mayor invites applicant, Phillip Doolittle, to the podium to provide a brief presentation regarding his qualifications and background as it relates to the City Treasurer position (3 minutes)
    2. Mayor calls upon individual Council Members to ask questions of the applicant.
    3. Mayor calls upon the applicant for closing comments (2 minutes)

B. Discussion and possible action relating to the appointment of the City Treasurer (Mayor Tejeda)
    1. The City Council may choose to appoint the applicant to fill the vacant City Treasurer position; or provide alternate direction to staff.
    2. If the City Council moves to appoint the applicant, the City Clerk may administer the Oath of Office to the newly appointed City Treasurer.
    3. Mayor calls upon the newly appointed City Treasurer for comments.

SUBMITTED BY:

Janice McConnell, Assistant City Manager

REVIEWED BY:

Charles M. Duggan, Jr.
Yvette M. Abich Garcia, City Attorney

Attachments

Phillip Doolittle Application

Notice of Intention to Fill Vacancy by Appointment

RECEIVED
JUN 05 2023
Redlands City Clerk

City of Redlands
APPLICATION
APPOINTMENT OF CITY TREASURER

VOTER REGISTRATION VERIFIED 6/5/23

All applicants must be residents and electors of the City of Redlands. The appointed Treasurer is required to file a Statement of Economic Interest pursuant to the Political Reform Act of 1974.

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

Applications must be returned by 5:00 PM Monday, June 5, 2023	**City Clerk's Office 35 Cajon Street, Suite 4 Redlands, CA 92373-1505**

Name: Phillip (First) Lewis (Middle) Doolittle (Last)

Address: [redacted]

City/St/Zip: Redlands, CA 92374

Telephone: [redacted]

Years resided in Redlands: 9 months (Most Recent) Are you a registered voter? Yes

Occupation: Executive Vice Chancellor for Finance & Administration / Chief Financial Officer (Treasurer)
(If retired, previous occupation)

Employed by: University of Massachusetts Global
(If retired, last employer)

Years with current employer *(If retired, years with last employer)*: 9 years & 10 months

I will accept the office if appointed: [signature]
(Signature)

Date: 6/4/2023

A. EDUCATION

School	Major	Graduation Date and Degree
University of Redlands	Political Science / Business Administration	5/1976 BA
Atkinson School of Management, Willamette University	Finance / Accounting	6/1976 MBA

City of Redlands
APPLICATION
APPOINTMENT OF CITY TREASURER

B. REDLANDS COMMUNITY SERVICE EXPERIENCE

Organization	Served From	To	Offices Held
Redlands Community Hospital - RHS Corp.	1998	2013	Chair, Board of Directors Chair, Investment Committee Chair, Finance Committee
Redlands Symphony Association	1991	2013	Board of Directors (Treasurer)
Watchorn Lincoln Mem. Association	1998 - 2022 -	2017 Present	Board of Directors (President)

C. PERSONAL REFERENCES

Provide the names, addresses and telephone numbers of six personal references (other than family members).

Name	Address	Phone
James R. Appleton President Emeritus, University of Redlands	[redacted]	[redacted]
Larry E. Burgess Director Emeritus, A.K. Smiley Public Library	[redacted]	[redacted]
Jamiene Studley President/CEO, WSCUC	[redacted]	[redacted]
Gary Brahm Chancellor Emeritus, University of Massachusetts Global	[redacted]	[redacted]
James Holmes President Redlands Community Hospital	[redacted]	[redacted]
William Hatfield CEO Hatfield Buick/GMC	[redacted]	[redacted]

Thank you for your interest in serving our community as City Treasurer.

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

Applicant Name: Phillip L. Doolittle

City of Redlands
City Treasurer Appointment
Applicant Questionnaire

1. Why do you think you are the most qualified candidate to be appointed as the City Treasurer?

See attached statement.

City of Redlands

City Treasurer Appointment
Appointment Questionnaire

Phillip L. Doolittle

Why do you think you are the most qualified candidate to be appointed as the City Treasuer?

I have spent most of my adult life living and working in Redlands. I served in executive leadership positions at the University of Redlands ending my twenty-three year career at the University of Redlands in 2013 in the role of Executive Vice President & COO/ CFO. I recently moved back to Redlands after living in Irvine for the past nine years while serving as Executive Vice Chancellor for Finance & Administration & Chief Financial Officer (Treasurer) at the University of Massachusetts Global (formerly, Brandman University, a part of the Chapman University System). Although I have not been living in Redlands for the past several years, I have remained connected to the city and a supporter of many community organizations including Museum of Redlands (RHMA), Redlands Symphony Association, University of Redlands, A.K. Smiley Public Library, Redlands Bowl Performing Arts, Watchorn Lincoln Memorial Association and Redlands Family Services Association. I have a deep appreciation and affection for the Redlands community. As I was planning for the next chapter in my life, I decided now was time to move back to this unique and special community; to the city I love.

During the past thirty-three years, I have served in the role of a chief financial officer with leadership responsibilities that have included budget, accounting, finance and treasury functions; integrated technology; human resources; facilities planning and management, real estate; risk management; legal affairs; and administrative services. My experience has included the management of investment funds/ portfolios, including operating funds, endowment and life income funds, building funds, bond funds and retirement funds. I am familiar with the prudent investor standard and have experience with the various aspects of institutional investing, including investment policies and guidelines, investment committees, investment advisors and credit agencies/ ratings. In addition to my professional positions, I have also served on finance and investment committees of various organizations (often as chair), such as Redlands Community Hospital/ Redlands Health Foundation, WASC Senior College and University Commission (WSCUC), and College Liability Insurance Company (CLIC).

I want to contribute back to Redlands. I am at a stage in my life where I can make a substantive and meaningful contribution to the community. I believe I have the experience, expertise and commitment necessary to serve effectively and honorably in the position of City Treasuer.

PHILLIP L. DOOLITTLE

Current Position:

Executive Vice Chancellor for Finance & Administration (Chief Financial Officer/Treasurer)
University of Massachusetts Global (formerly Brandman University), August 2013 – Present

Current leadership and oversight responsibility for accounting, finance and treasury functions, budget, campus facility planning and management, real estate, human resources, risk management, legal affairs, and administrative services.

Prior Positions:

Executive Vice President and Chief Operations Officer
University of Redlands, February 2007 – July 2013

Senior Vice President, Finance & Administration and Chief Financial Officer, University of Redlands, July 2003 – January 2007

Vice President for Finance & Administration and Treasurer, University of Redlands, November 1990 – June 2003

Served in various leadership and management roles in the business and financial affairs arena at TRW, Inc. (Space, Electronics & Defense Sectors) for a ten-year period, 1981 – 1990. Last position held with TRW: Manager of Finance & Business, Support Systems Directorate, Avionics & Electronics Division. (Note: TRW, Inc. is now part of the Northrup/Grumman Corporation).

Associate Dean, Admissions, College of Arts and Sciences, University of Redlands,
1979 – 1981

Management Analyst, Office of the Chairman, Securities Exchange Commission (SEC), Washington, DC., 1979

Education:

BA, University of Redlands, (Political Science/Business Administration)

MBA, Atkinson Graduate School of Management, Willamette University (Finance/Accounting)

Participant in numerous professional development programs and workshops in higher education finance and administration.

Professional/Community Activities:

Commissioner, WASC Senior College and University Commission (WSCUC), 2015 – present, (Commission Chair 2020 – present)

Member, Board of Directors, Watchorn Lincoln Association, Lincoln Memorial Shrine- Lincoln & Civil War Museum, (Past President), 1998 – 2017, and 2022 – present

Member Board of Directors, CBE Educational Services Company, Inc. (Treasurer), 2017 – present

Institutional Representative (Chief Business Officer), National Association of College & University Business Officers (NACUBO), 1990 – present

Institutional Representative (Chief Business Officer), Western Association of College & University Business Officers (WACUBO), 1990 – present

Institutional Representative (Chief Business Officer) Pacific Consortium of Private Liberal Arts Colleges and Universities on the West Coast (PACCON), 1990 – 2022

Institutional Representative (Chief Business Officer), Western

Consortium of Comprehensive Independent Institutions (WCCI), 2020 – present

Past Member, Board of Directors, Redlands Community Hospital and RHS Corp. (Chair, Board of Directors; Chair, Finance Committee; Chair, Investment Committee; Chair, Banking Services Sub-Committee), 1998 – 2013

Past Member, Advisory Committee for the Association of Governing Boards of Universities and Colleges (AGB)/National Association of College & University Business Officers (NACUBO) Project, "Looking Under the Hood", July 2012 – 2014

Past Member, Sustainability Advisory Panel, National Association of College & University Business Officers (NACUBO), 2010 – 2014

Past Member, WASC Senior College and University Commission Appeals Committee, 2013 – 2015

Past Member, Board of Directors, Redlands Health Foundation (Past Chair, Board of Directors), 2000 – 2013

Past Member, Board of Directors, College Liability Insurance Company (CLIC), (Chair, Finance Committee), 2001 – 2013

Past Member, Board of Directors, Redlands Symphony (Treasurer), 1991 – 2013

Past Member, Tuition Discounting Study Advisory Committee, National Association of College & University Business Officers, 2009 – 2011

Past Member, Board of Directors, National Association of College & University Business Officers (NACUBO), 2005 – 2009

Past Member, Board of Directors, Redlands Community Foundation, 2000 – 2002

Past Member, Board of Trustees, University of Redlands, 1985 – 1988

Past Chair, Small Institutions Council, National Association of College & University Business Officers (NACUBO), 1998 – 2002

Past Member, Board of Directors, Tuition Plan Consortium (TPC) (Chair, Membership Committee and Chair, Marketing Committee), 2000 – 2006 (Note: TPC sponsors the Independent 590 Plan)

Past Member, Planning Committee, 2003 & 2006 Annual Meetings, National Association of College and University Business Officers (NACUBO), Nashville and Honolulu

Past Co-Chair, Power Alliance of Southern California Independent Colleges & Universities, 2000 – 2001 (Consortium)

Past Member, Rotary Club of Redlands, 1992 – 2003

Served on numerous peer review teams as part of the WSCUC accreditation process.

City Treasurer Vacancy

Notice of Intention to Fill a Vacancy for the City Treasurer by Appointment

Notice is hereby given that the City of Redlands is accepting applications for appointment as the City Treasurer to fill a vacancy.

The appointee will hold office until the next General Municipal Election being held in November 2024. Therefore, the term of the City Treasurer seat is from the date of appointment to the date of the swearing- in of a newly elected City Treasurer, which will occur in December 2024.

Applicants must reside in Redlands, be 18 years of age and a registered voter of the City of Redlands and otherwise qualified to vote for this office at the time of appointment.

Applicants may obtain application packets online at www.cityofredlands.org or at the office of the City Clerk.

Original application must be received by **5:00 PM, Monday, June 5, 2023.** No postmarks or faxes will be accepted. Only fully completed application packets will be accepted.

To be considered for the appointment, all applicants must attend a City Council meeting anticipated to be held on **Thursday, June 8, 2023, at 6:00 p.m**. **in the City Council Chambers, 35 Cajon Street, Redlands, California**. This date is subject to change. Applicants will be notified of any date change.

Applicants will be allowed five (5) minutes each to make a presentation to the City Council regarding his/her interest, background and qualifications for serving as the City of Redlands Treasurer. Upon completion of their presentations, applicants may receive questions from members of the City Council.

Please note that all deliberations will be conducted in open session and will comply with the requirements of the Brown Act.

It is the City Council's intent to make an appointment at a Special City Council meeting to be held on Thursday, June 8, 2023, at 6:00 p.m. However, as noted above, this date is subject to change.

• Application Period:	12 Noon on Monday, May 22 Through 5:00 PM Monday, June 5, 2023
• Application packets are available from:	City Clerk's Office City of Redlands 35 Cajon St., Suite 4 Redlands, CA 92373 Or on the City website: www.cityofredlands.org
• Completed original application packet must be returned to: *(no postmarks or faxes accepted)*:	City Clerk's Office City of Redlands 35 Cajon St., Suite 4 Mailing address: P.O. Box 3005 Redlands, CA 92373-1505
• Application Deadline:	5:00 PM on Monday, June 5, 2023

- The City takes no responsibility for application materials sent but not received by the stated deadline.
- All applications and accompanying materials are considered public information.

Statutory duties of the City Treasurer as defined by California Government Code Section 41001-41007 are as follows:

- The City Treasurer shall receive and safely keep all money the treasurer receives.
- The City Treasurer shall comply with all laws governing the deposit and securing of public funds and the handling of trust funds in his possession.
- The City Treasurer shall pay out money only on warrants signed by legally designated persons.
- Regularly, at least once each month, the City Treasurer shall submit to the City Clerk a written report and accounting of all receipts, disbursements, and fund balances. He shall file a copy with the legislative body.
- The City Treasurer shall perform such duties relative to the collection of City taxes and license fees as are prescribed by ordinance.
- The City Treasurer may appoint deputies.
- The deputies shall hold office at the pleasure of the City Treasurer and receive such compensation as is provided by the legislative body.

City Council Meeting **I. 2.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the cancellation of the August 1 and August 15, 2023, regular meetings of the City Council (Mayor Tejeda)

MOTION:

I move to approve the cancellation of the August 1 and August 15, 2023, regular meetings of the City Council.

DISCUSSION:

With City Council concurrence, I recommend the cancellation of the August 1 and August 15, 2023, regular meetings of the City Council. As the Council is aware, regular meetings in August have been canceled to allow Council Members and staff the opportunity to vacation or take time off with their families. Staff will work diligently to bring forward the necessary agenda reports to the meeting of July 18, 2023; therefore, staff believes there will be no impact or delay in City matters by the cancellation of the August 1 and August 15, 2023, regular meetings of the City Council.

The next regular meeting will be held on September 5, 2023.

SUBMITTED BY:
Mayor Eddie Tejeda

City Council Meeting **J. 1.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: ORDINANCE NO. 2959 - ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE BY ADDING CHAPTER 18.230 FOR AN INCLUSIONARY HOUSING PROGRAM FOR THE CITY OF REDLANDS.

(Mayor to declare meeting open as a public hearing)

a. Consideration of a determination of exemption pursuant to Sections 15061(b)(3) of the California Environmental Quality Act Guidelines.

b. Public Hearing to consider Ordinance No. 2959 for Ordinance Text Amendment No. 367 to amend Title 18 (Zoning Regulations) of the Redlands Municipal Code by adding Chapter 18.230 for an Inclusionary Housing Program.

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

MOTION(S):

I move to introduce Ordinance No. 2959, and find that the Ordinance is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

RECOMMENDATION:

On April 25, 2023, the Planning Commission unanimously adopted Resolution No. 1601 recommending that the City Council approve the proposed Inclusionary Housing Ordinance by adding Chapter 18.230 to the Redlands Municipal Code.

DISCUSSION:

Background

The City's recently adopted Housing Element includes a program calling for the City to evaluate and consider adopting an Inclusionary Housing Ordinance. Through the Housing Element, the City is required to plan for the provision of its share of the Regional Housing Needs Assessment (RHNA) as determined by the Southern California Association of Governments (SCAG). For the current 2021-2029 Housing Element period, the City's RHNA allocation numbers consist 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. While there are programs to encourage developers to include affordable units in their developments, such as the Density Bonus Program, most developers opt not to do so. Approximately 170 cities in California have adopted Inclusionary Housing Ordinances that require a certain percentage of affordable housing units be provided (or an in-lieu fee to be deposited into an affordable housing fund) in every new residential development. This percentage is usually somewhere between 5 and 15 percent.

It is important to note that the State density bonus law, which is described in Attachment C to this report, would apply to all projects subject to an inclusionary housing ordinance. That is, the affordable housing units that a developer would build pursuant to an inclusionary ordinance would entitle the developer to the benefits of the density bonus law, including the density bonus, mandated parking standards, other incentives, and waiver of standards necessary to achieve increased density.

Staff made an introductory presentation on Inclusionary Housing to the City Council at its October 4, 2022 meeting. At the October 4 meeting, the City Council also approved a contract with Keyser Marston Associates, Inc. (KMA) to prepare a financial evaluation that tests the impacts created by the imposition of

income and affordability restrictions on new residential development and recommends policies to be incorporated into an Inclusionary Housing program. The financial evaluation and policy recommendations are provided as separate documents attached to this staff report (see Attachments D and E).

Staff presented a proposed ordinance to the Planning Commission at its February 14, 2023 meeting. The Committee reviewed the ordinance, took public comment, and appointed an ad-hoc sub-committee to work with staff on refining the ordinance.

After hearing some of the comments made at the February 14 Planning Commission meeting and a meeting with representatives from the Building Industry Association, staff asked KMA to revise the in-lieu fee analysis by modifying some of the price assumptions for new housing (Attachment F -- Supplemental In-lieu Fee Analysis). This analysis resulted in a reduction in the proposed in-lieu fee for single-family homes from $15/square foot to $8.80/square foot. The amount of the in-lieu fee is not part of the ordinance or the action to be taken by the City Council tonight; it will be adopted at a future public hearing by resolution of the City Council.

At its April 25, 2023 meeting, the full Planning Commission considered the ordinance and by unanimous vote recommended its approval to the City Council. The Planning Commission made several other recommendations that staff will incorporate into the administrative guidelines for administering the program; these are further described below.

Proposed Ordinance

Applicability Threshold: The provisions of the ordinance would apply to residential developments of 10 units or greater. Inclusionary requirements impact smaller projects disproportionately and most cities establish a threshold to which the inclusionary requirements would apply.

Inclusionary Requirements for For-Sale Housing: Five (5) percent of the total number of dwelling units must be made affordable to **Moderate Income** households. This would apply to single-family detached homes, townhomes, and condominiums. Inclusionary housing programs generally set the affordability requirements for ownership housing development at the moderate income level. This is done as a reflection of the fact that higher income households are likely to have more discretionary income to devote to the ongoing costs associated with home ownership than that of lower income households.

Inclusionary Requirements for Rental Housing: The original draft of the Inclusionary Ordinance set the inclusionary requirement at nine (9) percent of the total number dwelling units affordable to **Low Income** households. In its review of the ordinance, the Planning Commission recommended that there be an option for a developer to target some Moderate Income households as well. Staff has thus revised the proposed ordinance to require one of the following

percentages of the total number of dwelling units:

- 5% Low income units and 7% moderate income units; or
- 5% Very low income units and 5% moderate income units; or
- 9% Low income units

A table showing the affordable income categories and assisted affordable rents is Attachment G to this report. A developer may, at its discretion, choose to provide more affordable units than required by the above percentages which would entitle the developer to a greater density bonus pursuant to State density bonus law.

Duration of Affordability Covenants: For-sale units would have an affordability period of 55 years. During this time, sales of designated affordable units would have to be made to income qualified buyers. Rental inclusionary units would be restricted for a period of 55 years, after which the affordability restrictions would only be removed if the land is rezoned or put to another use.

Development Standards for Inclusionary Units:

- Dispersed throughout the development
- Rental inclusionary units must be designated before issuance of building permits
- Built concurrently with market rate units
- Comparable in construction quality to market rate units Bedroom mix proportional to bedroom mix of market rate units
- Interior finishes and features comparable to base unit finishes of market rate units

Alternatives: The proposed ordinance provides several alternative means of fulfilling the inclusionary housing obligations beyond proving the actual units in the development. These are described below.

- Payment of In-lieu Fee: For-sale developments and rental developments of less than 23 units will have the option of paying an in-lieu fee by-right. Rental projects with 23 or more units will be able to pay an in-lieu fee subject to approval by the City Council and upon a demonstration that providing affordable units in the project would create an unreasonable economic hardship. KMA recommends that the In-lieu Fee be set at $8.80 per square foot for detached single-family/townhome developments and $19.80 per square foot for apartment developments. The amount of the in-lieu fee is not part of the ordinance; it will be adopted at a future public hearing by resolution of the City Council.
- Off-site Development of Affordable Units: This is only an option for for-sale housing developments. Such developments can fulfill their requirements by providing off-site affordable rental units.
- Land Dedication: Dedicate real property to the City for the purpose of developing affordable housing.

Owner Occupancy Required for For-sale Units: Inclusionary For-sale units must be owner-occupied and used as a principal residence.

Inclusionary Housing Plan: All projects subject to this ordinance will be required to prepare an Inclusionary Housing Plan, that will be reviewed and approved with the project entitlements, that demonstrates how the project will comply with the ordinance.

Current Development Applications: Projects for which the City has received a development application on or before March 1, 2023 may fulfill the inclusionary requirements by providing 5% very low income rental units. This provision has been included to accommodate the two projects that have current applications with the City, both of which are far along into the entitlement process and had planned to provide 5% very low income units.

Additional Planning Commission Recommendations

The Planning Commission made several recommendations that staff proposes to incorporate into the administrative guidelines for the Inclusionary Housing program. These are summarized below.

1. Home Buyer down payments: The KMA recommendation was to require a minimum of 5% down payment with at least 1% coming from homebuyers' personal funds. The Commission felt that the 1% requirement was not necessary because the conventional lenders that will provide the primary mortgages would have more stringent requirements. Staff will reflect the Commission's recommendation in drafting the administrative procedures.
2. The subcommittee recommended that part of the inclusionary requirement be targeted at moderate-income households. Staff added options for moderate income targeting in rental developments to the Inclusionary Ordinance. For reference, attached to this report is a document showing the affordable rents for the very low, low and moderate income categories and how these rents are calculated (Attachment E).
3. The City should establish an oversight committee (or designate a Commission) to review and provide recommendations on how funds in the Inclusionary Housing Fund, received from payment of in-lieu fees, are utilized. Staff supports this recommendation and recommends that the Planning Commission initially serve as the oversight body for the program. The proposed ordinance states that "monies in the inclusionary housing fund and all earnings from investment of the monies in the inclusionary housing fund shall be expended exclusively to provide housing affordable for very low-income, low-income, and moderate-income households."
4. There should be an annual status report provided to the Planning Commission on program activity, including the use of funds in the Inclusionary fund. Staff will include this in the Administrative Procedures that will be developed for implementation of the program.
5. Households in affordable rental units are provided with 12 months notice

when they will be required to relocate if their annual income certification shows that they no longer qualify for the income restricted unit in which they reside. Staff will incorporate this into the administrative procedures.

Next Steps

If the City Council approves the proposed ordinance, staff will begin the preparation of the Administrative Procedures for the program. The in-lieu fee will be brought back at a future public hearing for adoption by resolution of the City Council.

Environmental Review

The proposed Ordinance Text Amendment No. 367 qualifies for exemption from environmental review and the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3). Under section 15061(b)(3), the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the project is exempt from CEQA. This Ordinance Text Amendment will not affect the physical environment by permitting a new use or intensifying an existing use. Instead, the Ordinance Text Amendment establishes affordable housing requirements through a range of means for individual projects. There is no potential for the proposed code amendment to result in a significant effect on the environment.

ALTERNATIVES:

1. The City Council can request changes to the proposed ordinance.
2. The City Council can continue this item and request additional ordinance.
3. The City Council can choose not to adopt an Inclusionary Housing Ordinance.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 2. Economic Vitality

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Brian Desatnik, Development Services Director

Fiscal Impact

Revenue Generating: Yes

Appropriation Required Y/N: N

Discussion:

If the City Council approves this ordinance, staff will bring back an amendment to the KMA contract for the preparation of the Administrative Procedures, including application materials. There will be an on-going administrative cost to this program which can be charged to the Inclusionary Housing Fund that will be established and funding by in-lieu fees.

Attachments

Attachment A: Inclusionary Housing Ordinance (Ord. No. 2959)
Attachment B: Summary of Density Bonus Law
Attachment C: KMA Financial Evaluation
Attachment D: KMA Policy Recommendations
Attachment E: KMA Supplemental In-lieu Fee Memorandum
Attachment F: Affordable Rent Calculations

ORDINANCE NO. 2959

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE BY ADDING CHAPTER 18.230 FOR AN INCLUSIONARY HOUSING PROGRAM FOR THE CITY OF REDLANDS.

WHEREAS, the City has initiated Ordinance Text Amendment No. 367 in accordance with Chapter 18.204 of the Redlands Municipal Code; and

WHEREAS, the Planning Commission finds that the City of Redlands faces a serious housing problem and the lack of access to affordable housing has a direct impact upon the health, safety, and welfare of the residents of the City; and

WHEREAS, the California Legislature has consistently recognized the continuing need for affordable housing in California, stating in Government Code Section 65580, that "the availability of housing is of vital statewide importance, and the early attainment of decent housing… is a priority of the highest order" and, further, that, "local… governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community"; and

WHEREAS, affordable housing is regulated by a variety of state and local laws, ordinances, and policies, and the Regional Housing Needs Assessment (RHNA) requires the City to provide for the development of a specified number of housing units. The City's Housing Production allocation for the 2021-2029 allocation cycle calls for the development of 2,234 new affordable housing units as follows: 652 units are needed for moderate-income households; 615 units are needed for low-income households and 967 units are needed for very low and extremely low-income households; and

WHEREAS, the City desires to explore and, to the extent feasible, use all available tools to meet its mandated regional housing goals; and

WHEREAS, a lack of new units affordable to very-low, low and moderate-income households within the City will have a substantially negative impact because: (1) housing will have to be built far from employment centers, which will increase commuting and negatively impact traffic, air and noise pollution, and (2) the City and employers within the City will find it difficult to recruit and retain employees; and

WHEREAS, the City Council considered the findings, recommendations, and analysis contained in the report entitled Inclusionary Housing: Policy Recommendations (dated January 23, 2023) and the report entitled Inclusionary Housing: Financial Evaluation (dated January 23, 2023), both prepared by Keyser Marston Associates, and has determined that it is in the furtherance of the public health, safety, and welfare to require new Residential Development to incorporate affordable housing units within their development or otherwise take measure to further the development of affordable housing within the City; and

WHEREAS, the State of California requires each city to develop a general plan establishing policies for future development. As specified in the Government Code, the general plan must: (i) encourage the development of a variety of housing types for all income levels; (ii) assist in the development of adequate housing to meet the needs of low and moderate-income households; and (iii) conserve and improve the condition of the existing affordable housing stock, which may include addressing ways to mitigate the loss of dwelling units demolished by public or private action; and

WHEREAS, the City has authority under its police power to protect the public health, safety, and welfare, by imposing land use regulations that that will provide additional housing that is affordable to all income levels that is dispersed throughout the City; and

WHEREAS, the implementation of an inclusionary housing requirement in accordance with this proposed ordinance will provide a mechanism for all Residential Development containing ten (10) or more units to provide a contribution to affordable housing consistent with the goals of the City's adopted Housing Element; and the implementation of the ordinance will aid the City in achieving the goal of making affordable housing diverse, dispersed, and inclusionary; and

WHEREAS, an affordable inclusionary housing requirement for all new developments containing ten (10) or more residential units, in the City of Redlands will serve to contribute to meeting the City's overall future need of affordable housing and to help meet its RHNA allocations; and

WHEREAS, on February 14, 2023, the Planning Commission held a noticed public hearing and considered the staff report, oral report, the testimony and written evidence submitted by City staff; and

WHEREAS, on February 14, 2023, the Planning Commission held a noticed public hearing and considered the testimony and any written evidence submitted by the public; and

WHEREAS, on April 25, 2023, the Planning Commission held a noticed public hearing and considered the staff report, oral report, the testimony and written evidence submitted by City staff; and

WHEREAS, on April 25, 2023, the Planning Commission held a noticed public hearing and considered the testimony and any written evidence submitted by the public; and

WHEREAS, on April 25, 2023, the Planning Commission unanimously recommended to the City Council that Ordinance Text Amendment No. 367 be approved; and

WHEREAS, in accordance with Government Code section 65090, on or about May 26, 2023, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance No. 2959 would be considered by City Council; and

WHEREAS, on June 20, 2023, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2959; and

WHEREAS, adoption of the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) of the California Environmental Quality Act Guidelines; and

WHEREAS, after closing the public hearing and deliberating upon the matter, the City Council finds that approval of the proposed amendment to Title 18 (Zoning Regulations) of the Redlands Municipal Code will be in the best interests of the public health, safety, and general welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

SECTION 1. California Environmental Quality Act. The proposed Ordinance Text Amendment No. 367 qualifies for exemption from environmental review and the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3). Under section 15061(b)(3), the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the project is exempt from CEQA. This Ordinance Text Amendment will not affect the physical environment by permitting a new use or intensifying an existing use. Instead, the Ordinance Text Amendment establishes affordable housing requirements through a range of means for individual projects. There is no potential for the changes to result in a significant effect on the environment.

SECTION 2. APPROVAL OF ORDINANCE TEXT AMENDMENT NO. 367. The proposed amendment to Title 18 (Zoning Regulations) of the Redlands Municipal Code is hereby adopted to add Chapter 18.230, entitled "Inclusionary Housing," which shall read as follows:

"CHAPTER 18.230 INCLUSIONARY HOUSING"

18.230.010: PURPOSE:

The City's purpose in enacting this title are as follows:

(a) To ensure the development and availability of decent, affordable housing to a broad range of households with varying income levels throughout the City.

(b) To promote the City's goal to add affordable housing units to the City's housing stock.

(c) To ensure the long-term affordability of units and availability for income-eligible households in years to come.

(d) To ensure that the private sector, in addition to public sector, participates in the provision of affordable housing for current and future residents of the City of Redlands.

(e) To ensure that affordable housing will be dispersed throughout the City and not be segregated from market-rate housing.

18.230.020: DEFINITIONS:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this title, except where the context clearly indicates a different meaning:

"*Affordable Housing Cost"* means the housing cost for for-sale Inclusionary Units as defined by California Health & Safety Code section 50052.5 for owner occupied housing, as applicable to the moderate-income households.

"Affordable Housing Agreement" means a legally binding agreement between an applicant and the City, in a form and substance satisfactory to the City Manager and City Attorney and suitable for recording, setting forth those provisions necessary to ensure that the requirements of this chapter are, and will continue to be, satisfied.

"Affordable Rent" means the affordable rent for rental dwelling units as defined in California Health and Safety Code Section 50053.

"Affordable Sales Price" means the maximum sales price for which a for-sale Inclusionary Unit may be sold, that will result in the purchaser paying an Affordable Housing Cost for the for-sale Inclusionary Unit, assuming a benchmark mortgage interest rate and minimum down payment as may be established by the City from time to time.

"Applicant" or *"developer"* means a person, persons, or entity that applies to the City for one or more discretionary or residential permits required for the development of a Residential Development and also includes the owner or owners of the property if the Applicant does not own the property on which the development is proposed.

"Area Median Income" means the annual median household for San Bernardino County, adjusted for household size, as published periodically in the California Code of Regulations, Title 25, Section 6932, or its successor provision.

"Building Permit" means full structural building permits as well as partial permits such as foundation-only permits.

"Certificate of Occupancy" means the permit issued by the City of Redlands building division authorizing the initial occupancy of a residential unit, including a temporary certificate of occupancy.

"City Manager" means the City of Redlands City Manager or designee.

"Density Bonus Units" mean dwelling units approved in a Residential Development pursuant to California Government Code section 65915 *et seq.* and the City Density Bonus Ordinance (Redlands Municipal Code chapter 18.228) that are in excess of the maximum residential density otherwise permitted by the City of Redlands General Plan or Zoning Ordinance, and any applicable Specific Plan.

"Dwelling Unit" shall have the definition given for dwelling unit in subsection 18.08.225 of the Redlands Municipal Code.

"For-Sale" means any dwelling unit, including but not limited to a condominium, townhome, other attached or detached single family dwelling unit, for which a parcel or tentative and final map is required for the lawful subdivision of the parcel upon which the dwelling unit is located for the creation of the unit in accordance with the Subdivision Map Act (California Government Code section 66410 et seq.).

"Household" means one person living alone or two or more persons sharing residency.

"Inclusionary Housing Fund" means the fund established pursuant to subsection 18.230.170(B) of this chapter, which is designated by the City to maintain and account for all funds received pursuant to this title, including but not limited to, all In-lieu Fees.

"*Inclusionary Housing Plan"* means a plan containing all the information specified in and submitted in conformance with subsection 18.230.140 of this chapter specifying the manner in which Inclusionary Units will be provided in conformance with this chapter.

"Inclusionary Unit" means a dwelling unit that is designated to meet the requirements set forth in this chapter, and that must be made available at an Affordable Housing Cost or an affordable rent to eligible moderate-, low- or very low-income households, as applicable to the unit.

"In-lieu Fee" means a fee paid by an applicant into the City's Inclusionary housing fund in-lieu of constructing Inclusionary Units pursuant to this chapter. Payment of In-lieu Fees shall be allowed as an option in accordance with subsection 18.230.120(A) of this title.

"Low-Income Household" means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time for San Bernardino County pursuant to Section 8 of the United States Housing Act of 1937. The income limit for low-income households, adjusted for family size, is published periodically in the California Code of Regulations, Title 25, Section 6932.

"Low-income Unit" means a dwelling unit that is required to be sold or rented to a low-income household at an Affordable Sales Price or an affordable rent, as applicable.

"*Market-Rate Unit"* means a dwelling unit in a Residential Development that is not an Inclusionary Unit.

Moderate-Income Household shall have the same definition of "persons and families of low or moderate-income as set forth in California Health & Safety Code Section 50093. The income limit for moderate-income households, adjusted for family size, is published periodically in the California Code of Regulations, Title 25, Section 6932.

"Moderate-Income Unit" means a dwelling unit that is required to be sold or rented to a moderate-income household, or a low-income unit that is able to qualify to rent or purchase the moderate-income unit.

"Rental" means a dwelling unit that is not a for-sale dwelling unit, and does not include any dwelling unit, whether offered for rental or sale, that may be sold as a result of the lawful subdivision of the parcel upon which the dwelling unit is located or creation of the unit in accordance with the Subdivision Map Act (Government Code section 66410 et seq.).

"Resale Restriction Agreement" means a legally binding agreement between the City and the purchaser of a for-sale Inclusionary Unit, in a form as approved by the City Attorney, which requires that the Inclusionary Unit to be occupied by the purchaser for the term of the agreement or sold to another Moderate-Income Household at an Affordable Sales Price.

"Residential Development" means any development project for which an application for any ministerial or discretionary permit has been submitted to the City, and where the development would create new or additional dwelling units by the construction or alteration of structures, the conversion of a use to residential from any other use, or the conversion of a use to for-sale residential from rental residential use.

"Utilities" means garbage collection, sewer, water, electricity, gas and other heating, cooling, cooking and refrigeration fuels.

"Very Low-income Household" means a household whose income does not exceed the qualifying limits for very low-income families as established and amended from time to time for San Bernardino County pursuant to Section 8 of the United States Housing Act of 1937. The income limits for very low-income households, adjusted for family size, is published periodically in the California Code of Regulations, Title 25, Section 6932.

"Very Low-income Unit" that is required to be rented to a very low-income household at an affordable rent.

18.230.030: INCLUSIONARY HOUSING REQUIREMENTS:

A Residential Development that includes ten (10) or more Dwelling Units shall be subject to the provisions of this chapter.

A. Inclusionary Requirements for For-Sale Dwelling Units: Residential developments that include for-sale single-family detached dwelling units, townhomes, and condominiums shall

include for-sale moderate-income units equal to five percent (5%) of the total number of dwelling units in the Residential Development. If a residential condominium development is developed with the intent to initially rent the dwelling units, the Residential Development shall comply with the inclusionary requirements for rental dwelling units set forth in subsection B below, and any future sale of the Inclusionary Units shall be addressed in the Affordable Housing Agreement for the Inclusionary Units for-sale dwelling units shall provide Inclusionary Units through one of the following means:

B. Inclusionary Requirements for Rental Dwelling Units: Residential Developments that are comprised of Rental dwelling units shall include, within the residential development, one of the following as a percentage of the total number of Dwelling Units:

1. 5% Low Income Units and 7% Moderate Income Units; or
2. 5% Very Low Income Units and 5% Moderate Income Units; or
3. 9% Low Income Units

C. Notwithstanding the requirements contained in 18.230.030(A) and (B), projects for which the City has received a development application on or before March 1, 2023 may fulfill the requirements of this title by providing 5% Very Low-Income rental units.

D. Density Bonus Units: For purposes of calculating the number of Inclusionary Units required, any additional units authorized as density bonus units will not be counted in determining the required number of Inclusionary Units.

E. Fractional Units: If, in computing the total number of Inclusionary Units required in a Residential Development, there is a fractional unit required, the Applicant shall pay an In-lieu Fee in the amount determined pursuant to subsection 18.230.120(A)(4) of this title, equal to the amount calculated for that fractional unit on a per Dwelling Unit basis.

F. Residential Development with a Combination of For-sale and Rental Dwelling Units: When a Residential Development includes a combination of for-sale and rental Dwelling Units, the number and income levels for Inclusionary Units required for the Residential Development shall be calculated for each category of dwelling units (i.e., for-sale and rental) individually, and combined to comprise the Residential Development's total inclusionary housing requirement pursuant to this title.

18.230.040: DURATION OF AFFORDABILITY COVENANTS:

A. For-sale Inclusionary Units produced pursuant to this chapter must be legally restricted to sale to and occupancy by households of the income levels for which the units were designated for a single cumulative term of 55 years. During that term, the for-sale Inclusionary Units may only be sold and resold to Moderate or Low-Income Households at an Affordable Sales Price for Moderate-Income Households.

B. Rental units produced pursuant to this chapter must be legally restricted to rental to and occupancy by households in the income level for which the Inclusionary Units are developed for a term of not less than fifty-five (55) years. At the end of the fifty-five-year term, the restrictions on rental of the Inclusionary Units may only be removed in the event that the property upon which the rental Inclusionary Unit or units are located is rezoned and used for non-residential use.

C. To ensure compliance with the durational requirement, Affordable Housing Agreements, and resale restriction agreements for For-sale Inclusionary Units, shall be recorded in the chain of title for every Inclusionary Unit as provided in subsection 18.230.140(E) of this title.

18.230.050: DEVELOPMENT STANDARDS FOR FOR-SALE INCLUSIONARY UNITS:

Unless otherwise specified by the City Council, Inclusionary Units shall be developed and incorporated into the applicable Residential Development in a manner consistent with the following requirements:

A. For-sale Inclusionary Units shall be reasonably dispersed throughout a Residential Development and not clustered in a specific portion of the development, and the location of the for-sale Inclusionary Units within a Residential Development shall be designated before issuance of building permits for the development.

B. The for-sale Inclusionary Units shall be built concurrently with the market rate units in the Residential Development. The Inclusionary Units may be constructed in phases if the market rate units are constructed in phases, provided that the percentage of Inclusionary Units developed in each phase shall be equivalent to or greater than the total percentage of Inclusionary Units to be developed as part of the Residential Development until such time that all the Inclusionary Units have been built.

C. For-sale Inclusionary Units shall be comparable in infrastructure (including sewer, water and other utilities), construction quality and exterior design to the market-rate units.

D. The bedroom mix for the for-sale Inclusionary Units must be proportional to the bedroom mix of the market rate units, but the for-sale Inclusionary Units may be smaller in square footage than the market rate units.

E. The interior finishes and features for the Inclusionary Units must be comparable to the base level interior finishes for the market-rate units, and the appliance packages in the for-sale Inclusionary Units must be the same as the appliance packages provided in the base level market rate units.

18.230.060: DEVELOPMENT STANDARDS FOR RENTAL INCLUSIONARY UNITS:

A. The rental Inclusionary Units developed in a rental Residential Development shall be designated before issuance of building permits for the development and shall be reasonably dispersed throughout the Residential Development.

B. The rental Inclusionary Units shall be built concurrently with the market rate units in the rental Residential Development.

C. The bedroom mix for the rental Inclusionary Units in a rental Residential Development must be proportional to the bedroom mix of the market rate units, but the Inclusionary Units may be smaller in square footage than the market rate units.

D. The interior improvements for the rental Inclusionary Units must be consistent with defined housing quality standards as established for Inclusionary Units by the City. If no such housing quality standards have been established by the City, the improvements shall comply with the standards established or approved by the California Tax Credit Allocation Committee for residential units developed pursuant to the federal low-income housing tax credit program. The market rate units can include enhanced interior improvements.

18.230.070: DEVELOPMENT STANDARDS FOR OFF-SITE INCLUSIONARY UNITS:

Inclusionary units that are constructed to satisfy this title that are outside the boundaries of the market-rate Residential Development shall comply with the following requirements:

A. The Inclusionary Units constructed must be rental dwelling units.

B. The parcel upon which the rental Inclusionary Units are constructed must be constructed within one mile of the boundary of the market rate Residential Development that is subject to the requirements of this title.

C. The Inclusionary Units shall not create an over concentration of deed restricted affordable housing units in any specific neighborhood. For purposes of this title, "over concentration" is defined as more than fifty (50) deed restricted very low or low-income dwelling units within ¼ mile of the site of the proposed Inclusionary Units, or more than two hundred (200) of such units within one-half (½) mile of the site of the proposed Inclusionary Units.

D. The developer of the for-sale Residential Development may enter into an agreement with a separate affordable housing developer to construct, own and operate the rental Inclusionary Units, subject to the following requirements:

1. The affordable housing developer must have relevant recent experience developing affordable housing and be approved by the City in its sole discretion; and

2. The affordable housing developer may not request any financial assistance from the City.

3. The affordable housing developer may apply to use the density bonus, incentives and concessions available pursuant to Government Code section 65915 for the Residential Development based on the Inclusionary Units developed outside the boundaries of the Residential Development as provided in this subsection.

E Design, building quality and maintenance standards must be consistent with defined housing quality standards as established for Inclusionary Units by the City. If no such housing quality standards have been established by the City, the improvements shall comply with the standards established or approved by the California Tax Credit Allocation Committee for residential units developed pursuant to the federal low-income housing tax credit program.

F. The bedroom mix for the rental Inclusionary Units shall not be required to be proportionate to the for-sale residential units, provided that the rental Inclusionary Units shall be consistent with the following requirements:

1. No more than fifteen percent (15%) of the rental Inclusionary Units may be studio units.

2. At least forty percent (40%) of the rental Inclusionary Units must include two or more bedrooms.

3. The remaining units must be one or more bedrooms.

G. The rental Inclusionary Units shall be built prior to or concurrently with the market rate units in the Residential Development that triggered the requirements for the Inclusionary Units. If the market rate units are constructed in phases, the rental Inclusionary Units must be constructed prior to or concurrently with the first phase of the market rate Residential Development. The developer shall not commence construction on the second phase of the Residential Development until the required rental Inclusionary Units are completed.

18.230.080: ACCESS TO COMMON AMENITIES:

Residents and tenants of Inclusionary Units located within the Residential Development shall be provided the same rights and access to common amenities in the development project as residents and tenants occupying market-rate units.

18.230.090: INCLUSIONARY HOUSING POLICIES AND PROCEDURES:

The City will prepare manuals that detail the Inclusionary Housing policies and procedures that will be applied to residential projects that are subject to the Inclusionary Housing program requirements. Separate manuals will be prepared for For-sale and Rental housing developments.

18.230.100: MARKETING OF INCLUSIONARY UNITS:

Developer shall use commercially reasonable efforts to market the Inclusionary Units to eligible residents of the City of Redlands, consistent with the City's Inclusionary Housing Policies and Procedures.

18.230.110: ALTERNATIVE MEANS OF FULFILLING INCLUSIONARY HOUSING OBLIGATIONS:

A. Payment of In-lieu Fee

As an alternative to constructing Inclusionary Units as required by this title, all or a portion of the inclusionary housing requirement may be fulfilled through the payment of an In-lieu Fee pursuant to an In-lieu Fee schedule adopted by the City pursuant to this title, subject to the following:

1. For-sale Residential Developments of any size may pay an In-lieu Fee by-right.

2. Rental Residential Developments with twenty two (22) or fewer units may pay an In-lieu Fee by-right.

3. Rental Residential Developments with twenty three (23) or greater units may pay an In-lieu Fee, subject to approval by the City Council, upon a demonstration that providing the affordable units in the Residential Development would create an unreasonable economic hardship due to such factors as project size, site constraints, and/or excessively large affordability gaps.

4. Prior to the effective date of this title, and from time to time thereafter, the City Council shall adopt by resolution a schedule of In-lieu Fees that shall be levied based on the square footage of the saleable area of For-sale Residential Developments or leasable area of Rental Residential Developments, but excluding the affordable units in a project that received a density bonus in accordance with Government Code section 65915.1. The amount of In-lieu Fees shall be established by resolution of the City Council. The In-lieu Fee schedule shall be updated periodically by the City Council.

5. The required In-lieu Fees shall be paid at the time that the first building permit is obtained for the Residential Development, except that, for phased projects, the developer may pay a pro rata share of the In-lieu Fee, based on the number and size of phases in the development, concurrently with the issuance of the first building permit for each phase of the Residential Development.

6. All In-lieu Fees collected under this title shall be deposited in the Inclusionary Housing fund established by the City pursuant to subsection 18.230.170(B) of this title.

B. Off-site Development of Affordable Units

Off-site development of affordable units is not an option for Rental Residential Developments. For-sale Residential Developments can fulfill Inclusionary Housing requirements by renting 9%

of the total number of units in the development at the Low-income standard in one of the following ways:

1. Off-site production of affordable rental units; or

2. Creation of a parcel within a For-sale Housing Development site on which affordable rental units are constructed.

C. Land Dedication

As an alternative to constructing the required inclusionary units in accordance with this title, the City Council may, in its discretion, allow an applicant to dedicate real property to the City for the purpose of developing affordable housing, provided that the real property dedicated to the City must satisfy all of the following requirements:

1. The real property must be conveyed to the City at no cost.

2. At the time the applicant submits a proposal to dedicate real property to the City pursuant to this title, the applicant must provide evidence satisfactory to the City that the property meets the following requirements:

    a. The applicant has control over the property through fee ownership, an option to purchase the property, or other property interest demonstrating site control satisfactory to the City, and the real property is free of any monetary liens. In the event that there are any encumbrances or easements that adversely impact title to the property, those encumbrances or easements must be disclosed and factored into the estimated value of the real property interest to be conveyed to the City.

    b. The applicant must provide evidence satisfactory to the City that the property does not contain any hazardous materials at the time of conveyance; must disclose whether any hazardous materials were previously found on the property; and if hazardous materials were previously remediated from the property, the applicant must provide evidence satisfactory to the City that such hazardous materials were remediated in accordable with all applicable laws and regulations.

    c. The property cannot have been improved with any residential use for at least five years prior to the submission of the proposal for dedication of the property to the City pursuant to this title.

    d. The property must be located within one mile of the property upon with the applicant proposes to develop the market rate residential development that has triggered the requirements of this title.

e. The property must have a general plan designation that authorizes residential uses and is zoned for residential development at a density to accommodate at least a number of dwelling units equal to at least 10% of the number of dwelling units proposed in the Applicant's residential development.

f. The property must be suitable for development of inclusionary units equal to at least 10% of the number of dwelling units proposed in the applicant's residential development, in terms of configuration, physical characteristics, location, access, adjacent uses, and other relevant planning and development criteria including, but not limited to, factors such as the cost of construction or development arising from the nature, condition, or location of the property.

g. Infrastructure to serve the property, including but not limited to streets and public utilities, must be available at the property line and have adequate capacity to serve the maximum allowable residential development pursuant to zoning regulations.

3. In order to assist the City in evaluating a proposal by an applicant to dedicate property pursuant to this title, the applicant shall submit the following documents:

a. A conceptual site plan and narrative description of a residential development that could be developed on the property.

b. An identification of the income and affordability restrictions proposed to be imposed on the property.

c. A pro forma analysis that quantifies any financial gap associated with the identified development scope and describes how this financial gap will be filled.

d. If the applicant believes a density bonus would be required pursuant to Government Code Section 65915, the terms of the requested density bonus; and the incentives, concessions, and development waivers that applicant anticipates will be requested for the development of the property.

4. Prior to scheduling a proposal for dedication of property pursuant to this title for consideration by the City Council, City staff will independently evaluate the applicant's proposal and provide the City Council with an analysis of whether the proposal meets the required standards set forth in this title.

D. The alternative means of compliance set forth herein are intended to implement the City's authority to promote the development of affordable housing, in accordance with California Government Code § 65850, subdivision (g), and shall not be considered or construed as an ad hoc exaction, a mandated fee required to develop a specific property, or a fee imposed to offset the development impacts of a specific project.

18.230.120: EXEMPTIONS:

The requirements of this chapter do not apply to:

A. Residential developments of nine (9) or fewer housing units.

B. The reconstruction of any structures that have been destroyed by fire, flood, earthquake, or other act of nature provided that the reconstruction of the site does not increase the number of residential units by three or more.

C. Residential building additions, repairs or remodels, provided that such work does not increase the number of existing units by three or more.

D. Residential developments that have been deemed complete by the City pursuant to Government Code Section 65589.5 or 65943 as of the effective date of this title. Further, for Residential Developments that have been deemed complete by the City pursuant to Government Code Section 65589.5 or 65943 within forty-five (45) days of the effective date of this title, the inclusionary housing requirement imposed pursuant to this chapter shall be reduced by fifty percent (50%).

18.230.130: COMPLIANCE PROCEDURES:

A. No Residential Development subject to this title shall be approved or deemed approved without approval of an Inclusionary Housing Plan as provided herein.

B. Submittal of Inclusionary Housing Plan: The applicant for a residential project subject to this title shall submit an Inclusionary Housing Plan in conjunction with its application for discretionary approvals required of the City for the Residential Development, or if no discretionary approvals are required, in conjunction with the application for the first ministerial permit or approval required for the Residential Development. The Inclusionary Housing Plan shall be in a form as required by the City and must include the following information as applicable based on the applicant's method of compliance with this title:

1. Whether the Residential Development is For-sale or Rental;

2. How the inclusionary housing requirement will be satisfied pursuant to this title;

3. The number, unit type, tenure, number of bedrooms, approximate location, size and design, construction and completion schedule of all Inclusionary Units;

4. For off-site development of Inclusionary Units, such information as is required to demonstrate compliance with subsection 18.230.120(B);

5. Phasing of Inclusionary Units in relation to market rate units;

6. The amount of In-lieu Fees to be paid by applicant, if applicable.

7. Any other information reasonably requested by the City Manager to assist with evaluation of the plan under the requirements of this ordinance.

8. Acknowledgement that an instrument as specified by the City restricting the Inclusionary Unit(s) as affordable shall be recorded against every Inclusionary Unit and that a recordable Affordable Housing Agreement shall be entered into by the applicant and any other necessary party, and/or that all required In-lieu Fees shall be paid at the time set forth in subsection 18.230(A)(5).

C. Approval of Inclusionary Housing Plan.

1. In the event that the Residential Development requires discretionary approvals in order to be developed, the Inclusionary Housing Plan shall be considered with the application for such inclusionary approvals by the entity responsible for reviewing such discretionary approvals and may be appealed in accordance with the appeals procedures established for such approvals.

2. In the event that the Residential Development does not require discretionary approvals in order to be developed, the Inclusionary Housing Plan shall be considered by the City Manager and must be approved prior to the issuance of any ministerial permits required for the Residential Development. The City Manager's decision is final unless a written appeal is filed with the City Clerk's office within ten days from the date of issuance of the City Manager's decision under this title. The City Council's decision on appeal shall be final.

3. Notwithstanding the foregoing, in the event the applicant desires to comply with this title by means of a method that specifically requires City Council approval pursuant to this title, the Inclusionary Housing Plan shall be considered by the City Council either prior to or concurrently with consideration by the required decision-making body for the approvals required for the Residential Development.

D. Form of restrictions: The forms of the Affordable Housing Agreement and any related declarations, resale restrictions, deeds of trust, and other documents authorized by this title shall be in a general form as prescribed by the City and shall be approved by the City Manager and approved as to form by the City Attorney prior to being executed with respect to any Residential Development subject to this program.

E. Recording of Affordable Housing Agreements.

1. An Affordable Housing Agreement in a form approved by the City must be recorded against Inclusionary Units or the Residential Development in its entirety, as deemed appropriate by the City Manager in consultation with the City Attorney, prior to the issuance of any building permit for the Residential Development. The Affordable

Housing Agreement shall ensure that the applicant develops the required Inclusionary Housing Units and complies with all other terms of the approved Inclusionary Housing Plan and this title.

2. Resale restrictions, deeds of trust, and/or other documents as deemed necessary or appropriate by the City Manager shall be recorded against For-Sale Inclusionary Units to ensure the continued affordability of the For-Sale Inclusionary Units in compliance with this title.

F. Building permits: The City shall not issue a building permit for a Residential Development subject to the requirements of this title without an Affordable Housing Agreement executed by the owner, the applicant (if not the owner) and the City Manager, and approved as to form by the City Attorney, and recorded against the property, or payment of In-lieu Fees in accordance with this title.

18.230.140: REQUIREMENTS FOR FOR-SALE INCLUSIONARY UNITS:

A. Initial sales price and resale: The initial sales price and resale price of the For-sale Inclusionary Unit will be at an Affordable Sales Price that will ensure that the purchaser of the Inclusionary Unit will pay an Affordable Housing Cost for the unit. The City shall, from time to time, set a benchmark mortgage interest rate and an assumed home buyer down payment amount to be used to calculate the Affordable Sales Price. The City Manager may establish and adjust such benchmark mortgage interest rates, establish an assumed home buyer down payment amount, along with a range of allowable home buyer down payments pursuant to the delegated authority set forth in 18.230.170(A). Such standards shall be in writing and available to the public upon request.

B. Transfer: A resale restriction agreement will be entered into on each change of ownership of For-sale Inclusionary Units, to maintain the household income restriction on the Inclusionary Unit prior to the expiration of the affordability period established pursuant to subsection 18.230.040.

C. Owner occupancy required: All for-sale Inclusionary Units are subject to the following regulations:

1. *Principal residence.* The purchaser of the Inclusionary Unit shall use and occupy the Inclusionary Unit as purchaser's principal place of residence.

2. *No rental.* Owner is expressly prohibited from leasing or renting the Inclusionary Unit unless the City has given its prior written consent to such lease or rental on the basis of a demonstrated hardship by the owner.

3. *Annual report.* The City from time to time may require certification of continuing occupancy of the Inclusionary Unit by owner, which shall be verified by owner to the

reasonable satisfaction of the City by means of a written report by owner to the City setting forth the income and family size of the occupants of the Inclusionary Unit. Such report shall be submitted to the City annually. Owner shall not be deemed to be in default of the affordable agreement and this program for any failure to deliver such annual report until 30 days after receipt by owner of written notice from the City requesting such report. The City shall have the option of establishing the type of form to be used for the report.

18.230.150: OCCUPANCY OF RENTAL UNITS:

A. Occupancy of Rental Units: Unless determined otherwise by the City Council, all rental Inclusionary Units required by this title shall be only rented to households in the appropriate income category for the Inclusionary Units, as set forth in this title.

B. Use and occupancy of rental Inclusionary Units: The applicant shall designate and offer rental Inclusionary Units for rent to households in the appropriate income category, based on the approved Inclusionary Housing Plan.

C. Establishment of rental rates: The maximum allowable rent of Inclusionary Units will be the Affordable Rent as defined herein, based on the applicable income levels for the Inclusionary Units, and shall be confirmed by the City on an annual basis.

D. Annual report: The owner shall submit an annual report summarizing the occupancy of each Rental Inclusionary Unit for the year. The City may require additional information if deemed necessary. The owner must obtain and review documents that demonstrate the prospective renter's total income, such as income tax returns or W-2s for the previous calendar year, and submit such information on a form approved by the City.

18.230.160: ADJUSTMENTS, WAIVERS:

The requirements of this ordinance may be adjusted or waived if the applicant demonstrates to the City Manager that applying the requirement of this ordinance would take property in violation of the United States or California Constitutions.

A. Timing: For an adjustment or waiver to be considered, the applicant must apply for the same at the time of an application for the Residential Development.

B. Adjustment or waivers: If the City Manager determines that applying the requirement of this program, considered together with any variances, or regulatory concessions or incentives that may be applied to the proposed residential project, would take property in violation of the United States or California Constitutions, the requirements of this program shall be modified, adjusted or waived to reduce the obligations but only to the extent necessary to avoid an unconstitutional result. If the City Manager determines no violation of the United States or California Constitutions would occur through application of this ordinance, the requirements of this ordinance remain applicable.

C. Decision and further appeal: The City Manager will determine the adjustment or waiver application and issue a written decision. The City Manager's decision may be appealed to the City Council in the manner and within ten days of issuance of the written decision by the City Manager. In making the (adjustment or waiver) determination, the City Manager or City Council, as applicable shall assume each of the following:

1. Application of the inclusionary housing requirement to the Residential Development;

2. Application of any applicable inclusionary or density bonus concessions, incentives or waivers;

3. Utilization of the most cost-efficient product type for the Inclusionary Units; and

4. The potential for the external funding, including but not limited to, governmental grants, loans, or subsidies of any nature where reasonably likely to occur.

18.230.170: ADMINISTRATION AND ENFORCEMENT:

A. Program administration: The City Manager is hereby given authority to initiate any administrative procedures or implementation guidelines as may be necessary to implement and carry out the purpose and intent of this title. Further, the City Manager may, in the implementation of this program, develop application forms and submittal requirements reasonably related to the implementation of this title.

Forms or materials needed for implementation of this title may be introduced and utilized by the City as the City Manager deems may be necessary or desirable. All form changes or administrative procedures initiated by the City Manager, and all administrative determinations or exercises of delegated authority by the City Manager, shall be carried out in a manner consistent with, and reasonably related to, the purposes and intent of this title, the housing element and all other elements of the City's General Plan, and the furtherance of state and local housing policies and goals, while respecting at all times the rights of property owners and applicants.

B. Inclusionary Housing Fund:

1. Unless otherwise required by law, all In-lieu Fees and any other funds collected under this title shall be deposited into a separate account to be designated as the City of Redlands Inclusionary Housing Fund.

2. The moneys in the inclusionary housing fund and all earnings from investment of the moneys in the inclusionary housing fund shall be expended exclusively to provide housing affordable to Very Low-income, Low-income, and Moderate-income households in the City of Redlands leveraging funds, and administration and compliance monitoring of the Inclusionary Housing Program.

C. Enforcement:

1. The City Attorney shall be authorized to enforce the provisions of this title and all Affordable Housing Agreements, resale restrictions, deed of trust, and other requirements placed on Inclusionary Units by civil action and any other proceeding or method permitted by law. The City may, at its discretion, take such enforcement action as is authorized under this code and/or any other action authorized by law or by any regulatory document, restriction, or agreement executed under this title.

2. Failure of any official or agency to fulfill the requirements of this title shall not excuse any applicant or owner from the requirements of this title. No permit, license, map, or other approval or entitlement for a Residential Development shall be issued, including without limitation a final inspection or certificate of occupancy, until all applicable requirements of this title have been satisfied.

3. The remedies provided for herein shall be cumulative and not exclusive and shall not preclude the city from any other remedy or relief to which it otherwise would be entitled under law or equity."

SECTION 3. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 4. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the __ day of July, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Density Bonus Law

California's Density Bonus Law is found in California Government Code Sections 65915 – 65918. It provides developers with density increases up to 50% in exchange for providing affordable housing units, depending on the amount of affordable housing provided, and an 80% increase in density for projects which are completely affordable. The Density Bonus Law also requires that Cities provide additional incentives, such as reduced setbacks and minimum square footage requirements, as well as reduced parking requirements.

Cities and counties are required to grant a density bonus and other incentives or concessions to housing projects which contain one of the following:

- At least 5% of the housing units are restricted to very low income households
- At least 10% of the housing units are restricted to low income households
- At least 10% of the housing units in a for-sale development are restricted to moderate income households

The amount of the density bonus is set on a sliding scale, based upon the percentage of affordable units at each income level, as shown in the table below.

Income Level	Affordable Units Provided	Density Bonus
Very low	5% 6% 7% . . 15% 100%	20% 22.5% 25% . . 50% 80%
Low	10% 11% 12% . . 24% 100%	20% 21.5% 23% . . 50% 80%
Moderate	10% 11% 12% . . 44% 100%	5% 6% 7% . . 50% 80%

Parking Standards

If a project qualifies for a density bonus, regardless of the size of the bonus, then the developer is entitled to use the state-mandated parking standards shown in the table below:

Studio	1 space
1 Bedroom	1 space
2 Bedroom	1.5 spaces
3 Bedroom	1.5 spaces
4 Bedroom	2.5 spaces

These numbers are inclusive of guest parking and handicapped parking. The spaces can be tandem and uncovered, as such spaces are also less expensive to build and do not use as much land area. The above parking standards apply to both the affordable and market rate units, regardless of the amount of density bonus that the project receives.

Additional Incentives

A project requesting a density bonus is entitled to between one and three additional incentives, over and above the density bonus, depending on the percentage of affordability in the project. These incentives can be reduction in zoning standards (e.g. setbacks, minimum square footage of living space, open space requirements), design requirements, fee waivers, and any other incentive that would reduce the cost for the developer. The table below summarizes the number of incentives that must be provided.

Percent Affordable	Incentives
5% Very low / 10% Low / 10% Moderate	1
10% Very low / 17% Low / 20% Moderate	2
15% Very low / 24% Low / 30% Moderate	3

The city is required to grant the concession or incentive proposed by the developer unless it finds that the proposed concession or incentive does not result in identifiable and actual cost reductions, would cause a public health or safety problem, would cause an environmental problem, would harm historical property, or would be contrary to law.

Waivers and Modifications of Development Standards

Beyond the requirement for additional incentives, the state density bonus law states that a City cannot impose a development standard that makes it infeasible to construct the housing development with the proposed density bonus. The two zoning standards that typically make it difficult to achieve higher density residential development are parking and open space. As described above, the law already limits the amount of parking that can be required. In order to achieve increased density, it is often necessary to reduce a City's open space requirements and such a reduction would not count as one of the incentives described above.



KEYSER MARSTON ASSOCIATES

INCLUSIONARY HOUSING:

FINANCIAL EVALUATION

Prepared for:

City of Redlands

Prepared by:

Keyser Marston Associates, Inc.

January 23, 2023

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY 1

A. Background 1
B. Public Policy Objectives 1
C. Inclusionary Housing Program Design 1
D. Financial Analyses 2
E. Findings 3

II. KEY COURT CASES AND STATE LEGISLATION 9

A. Court Cases 9
B. State Legislation 10

III. INCLUSIONARY HOUSING PROGRAM CHARACTERISTICS 12

A. Survey of Existing Inclusionary Housing Programs 12
B. Program Requirements 13

IV. METHODOLOGY 16

A. Parameters 16
B. Financial Evaluation Approach 17
C. Financial Evaluation Structure 19
D. Financial Evaluation Organization 19

V. APARTMENT DEVELOPMENT ANALYSIS 21

A. Pro Forma Analysis Organization and Assumptions 21
B. Pro Forma Analyses 24
C. Summary: Apartment Development Analyses 29

VI. OWNERSHIP HOUSING ANALYSIS 31

A. Pro Forma Analysis Organization 31
B. Pro Forma Analyses 33
C. Summary: Ownership Housing Development Analyses 37

VII. IN-LIEU FEE ANALYSES 39

A. Apartment Development 39
B. Ownership Housing Development 40

VIII. SUMMARY 42

A. Supportable Inclusionary Housing Production Requirements 42
B. Supportable In-Lieu Fees 43
C. Next Steps 44

ATTACHMENTS

Attachment 1: Inclusionary Housing Program Surveys

Attachment 2: Affordable Housing Cost Calculation Methodologies

Appendix A: Affordable Rent Calculation Methodology

Appendix B: Affordable Sales Price Calculation Methodology

Attachment 3: Apartment Development

Appendix A: Rent Survey: 4+ Star Properties

Appendix B: Affordable Rent Calculations

Appendix C: Pro Forma Analyses – Transit Village 1 Apartment Development Prototypes

- Exhibit I: Density @ 30 Units/Acre: 100% Market Rate Alternative
- Exhibit II: Density @ 30 Units/Acre: Low Income Requirement
- Exhibit III: Density @ 30 Units/Acre: Very Low Income Requirement

Appendix D: Pro Forma Analyses – Transit Village 2 Apartment Development Prototypes

- Exhibit I: Density @ 58 Units/Acre: 100% Market Rate Alternative
- Exhibit II: Density @ 58 Units/Acre: Low Income Requirement
- Exhibit III: Density @ 58 Units/Acre: Very Low Income Requirement

Appendix E: Pro Forma Analyses – R-3 Apartment Development Prototypes

- Exhibit I: Density @ 27 Units/Acre: 100% Market Rate Alternative
- Exhibit II: Density @ 27 Units/Acre: Low Income Requirement
- Exhibit III: Density @ 27 Units/Acre: Very Low Income Requirement

ATTACHMENTS

Attachment 4: Ownership Housing Development	
Appendix A:	Home Sales Survey
Appendix B:	Affordable Sales Price Calculations
Appendix C:	Pro Forma Analyses –Citywide Townhome Prototype
Exhibit I	Market Rate Alternative
Exhibit II	Moderate Income Requirement
Appendix D:	Pro Forma Analyses –Citywide Detached Single Family Home Prototype
Exhibit I	Market Rate Alternative
Exhibit II	Moderate Income Requirement
Attachment 5: In-Lieu Fee Analysis	
Appendix A:	Apartment Development
Appendix B:	Ownership Housing Development

I. EXECUTIVE SUMMARY

A. Background

Keyser Marston Associates, Inc. (KMA) was engaged by the City of Redlands (City) to assist the City in creating an Inclusionary Housing program. Over the past 20+ years, the KMA Los Angeles office has assisted 36 jurisdictions in the Inclusionary Housing program creation process. The KMA evaluation methodology has been continually evolving over this period, and it reflects a real world perspective based on the firm's core experience in real estate development economics, real estate transactions, and developer negotiations services.

KMA was engaged to prepare an Inclusionary Housing: Financial Evaluation (Financial Evaluation) to identify the supportable Inclusionary Housing program requirements. While each evaluation KMA undertakes is tailored to reflect the specific characteristics of the jurisdiction being studied, the primary objective is always to identify requirements that balance the interests of property owners and developers against the City's need for affordable housing.

B. Public Policy Objectives

Inclusionary Housing programs are subject to both statutory parameters imposed by the State Legislature and the rulings in the court cases that have challenged Inclusionary Housing programs over the past 30+ years. These court cases and statutes are described in Section II of this Financial Evaluation. It is important to understand the constraints and opportunities that are created by these statutes and court rulings.

C. Inclusionary Housing Program Design

In *California Building Industry Association v. City of San Jose,* 61 Cal 4th 435 (*San Jose*) the California Supreme Court found that the imposition of Inclusionary Housing requirements is a valid exercise of a jurisdiction's zoning powers. However, the *San Jose* ruling also imposed the following limitations on the requirements that jurisdictions can impose:

1. Inclusionary Housing requirements cannot be confiscatory; and

2. Inclusionary Housing requirements cannot deprive a property owner of a fair and reasonable return on their investment.

The California Supreme Court did not provide criteria under which jurisdictions can evaluate these limitations. As a result, each jurisdiction is left to create an evaluation methodology that balances the interests of property owners, developers and the jurisdiction's need for affordable housing. It is KMA's practice to take a conservative approach in establishing income and affordability obligations in order to comport with the court's ruling.

The first step in designing an Inclusionary Housing program is to identify the factors that will be considered in defining the program's goals. A common measurement is the unmet need for affordable housing in the jurisdiction. The findings presented in the City's Sixth Cycle Housing Element (Housing Element), which was certified by the California Department of Housing and Community Development (HCD) on September 26, 2022, have been used for this purpose.

D. Financial Analyses

Each affordable housing unit that is required to be provided in a market rate residential project creates an impact on the project economics. This is called the "Affordability Gap," which is defined as difference between the achievable market rate rent or sales price and the allowable rent or sales price for each "Inclusionary Unit." This Financial Evaluation uses pro forma analyses to estimate the Affordability Gaps generated at varying income and affordability levels.

Prototype apartment and ownership housing developments were created for analysis purposes. The apartment development prototypes were created for projects at varying sizes and densities. The ownership housing development prototypes were varied by housing product type. The prototypes can be generally described as follows:

Apartment and Ownership Development Prototypes	
Apartment Development	Ownership Housing Development
Transit Village 1 at 30 Units / Acre	Townhomes
Transit Village 2 at 58 Units / Acre	Detached Single Family Homes
R-3 Zoning Standards	

The prototype projects were created using the following resources:

1. The City's Housing Element;

2. Specific Plans that have been adopted by the City;

3. Recently completed residential projects; and

4. Development plans for residential projects that have recently received entitlements and/or been submitted to the City's Planning Division for review.

E. Findings

Supportable Inclusionary Housing Requirements

KMA used pro forma analyses to estimate the Affordability Gaps created by the Inclusionary Housing alternatives being tested. The results were then evaluated to identify affordable housing requirements that balance the interests of the property owner, the developer, and the City's unmet need for affordable housing.

Apartment Development

Rent Estimates

The rent estimates that were used as part of the Affordability Gap analyses are presented in the following tables:

Projected Market Rate Rents Apartment Development Prototypes			
Number of Bedrooms	Transit Village 1	Transit Village 2	R-3
Studio		$2,090	$2,100
1	$2,240	$2,310	$2,250
2	$2,750	$2,880	$2,630
3	$2,990		

Affordable Rents Apartment Development Prototypes		
Number of Bedrooms	Low Income	Very Low Income
Studio	$1,094	$635
1	$1,240	$716
2	$1,351	$761
3	$1,459	$804

Affordability Gap Estimates

The Affordability Gaps, per Inclusionary Unit, are estimated as follows for the apartment development prototypes:

Affordability Gap Estimates Apartment Development Prototypes	
Transit Village 1	$205,000
Transit Village 2	$198,000
R-3	$164,000
Weighted Average Affordability Gap Per Inclusionary Unit	$188,200

Supportable Inclusionary Housing Requirements – Apartment Development

Based on the results of the pro forma analyses, KMA concluded that the following Inclusionary Housing requirements can be supported by apartment development projects:

Supportable Inclusionary Housing Requirement Apartment Development Projects			
Income Level	Transit Village 1	Transit Village 2	R-3
Low	9%	8%	9%
Very Low	5%	5%	4%

Based on all the factors considered in the apartment development evaluation, KMA has concluded that a 9% low income Inclusionary Housing obligation can be supported. Given the conservative approach taken by KMA, it is reasonable to conclude that a requirement of this magnitude is not confiscatory and that it will not deprive a property owner of a fair and reasonable return on their investment.

It is important to consider that some developers may wish to mitigate the financial impact created by the imposition of Inclusionary Housing requirements by using the density bonus provided under California Government Code Section 65915 et seq. (Section 65915). In many cases it will be advantageous for a developer to provide very low income units to fulfill the Density Bonus requirements. In those instances, the City's low income Inclusionary Housing requirements would actually be fulfilled at a deeper affordability level.

Ownership Housing Development

Inclusionary Housing programs generally set the affordability requirements for ownership housing development at the moderate income level. This is done as a reflection of the fact that higher income households are likely to have more discretionary income to devote to the ongoing costs associated with home ownership than that of lower income households.

Sales Price Estimates

The sales price estimates that were used as part of the Affordability Gap analyses are presented in the following tables:

Projected Market Rate Sales Prices Ownership Housing Development Prototypes		
Number of Bedrooms	Townhomes	Detached Single Family Homes
2	$525,000	
3	$564,000	$810,000
4		$986,000
5		$1,228,000

Estimated Affordable Sales Prices Moderate Income Units Ownership Housing Development		
Number of Bedrooms	Townhomes	Detached Single Family Homes
2	$272,000	
3	$292,500	$262,800
4		$270,400
5		$278,100

Affordability Gap Estimates

The weighted average Affordability Gaps per Inclusionary Unit are estimated as follows for the ownership housing development prototypes:

Affordability Gap Estimates Moderate Income Units Ownership Housing Development Prototypes	
Townhomes	$259,500
Detached Single Family Homes	$735,400
Weighted Average Affordability Gap Per Inclusionary Unit	$463,500

Supportable Inclusionary Housing Requirements – Ownership Housing Development

Based on the results of the pro forma analyses, KMA concluded that the following Inclusionary Housing requirements can be supported by ownership housing development projects:

Supportable Inclusionary Housing Requirements Moderate Income Standard Ownership Housing Development Projects	
Townhomes	6%
Detached Single Family Homes	5%

Based on the results of the financial analysis, KMA has concluded that a 5% moderate income Inclusionary Housing requirement on ownership housing development can be supported. This will maximize the number of affordable ownership housing units that are produced, while minimizing the Affordability Gaps between the market rate sales prices and the Affordable Sales Prices.

SUPPORTABLE IN-LIEU FEES

KMA converted the Affordability Gaps associated with the supportable Inclusionary Housing obligations into the in-lieu fee payments that would be required to fulfill the affordable housing requirements on site within a proposed residential development. The resulting in lieu fee amounts are presented in the following table:

Inclusionary Housing In-Lieu Fees 9% Low Income Inclusionary Housing Standard Apartment Development	
Per Inclusionary Unit	$188,200
Per Market Rate Unit in a 100% Market Rate Project	$16,750
Per Square Foot of Leasable Area in a 100% Market Rate Project	$19.80

Inclusionary Housing In-Lieu Fees 5% Moderate Income Inclusionary Housing Standard Ownership Housing Development		
	Townhome & Small Lot Home Development [1]	Detached Single Family Home Development
Per Inclusionary Unit	$259,500	$735,400
Per Market Rate Unit in a 100% Market Rate Project	$14,420	$36,770
Per Square Foot of Leasable Area /Saleable Area in a 100% Market Rate Project	$10.00	$15.50

Due to the fact that the in-lieu fee payment is an optional method of fulfilling the Inclusionary Housing obligation, the amount of the fee does not have to track with the Affordability Gap. The City may wish to consider applying a premium to the in-lieu fee payment amount to discourage its use, or they may wish to apply a discount to the in-lieu fee when the policy objective is to obtain funding sources for use in assisting dedicated affordable housing projects.

[1] For the purposes of the proposed Inclusionary Housing program, "Small Lot Home Development" is defined as homes constructed on lots that are 4,500 square feet and smaller.

II. KEY COURT CASES AND STATE LEGISLATION

In structuring an Inclusionary Housing program, it is important to remember that the courts and the State Legislature have placed limitations on the income and affordability requirements imposed by Inclusionary Housing programs:

A. Court Cases

PALMER CASE

In 2009, the California Court of Appeal ruled in *Palmer/Sixth Street Properties L.P. V. City of Los Angeles*, 175 Cal. App. 4th 1396 (*Palmer*), that the affordable housing requirements being imposed by the City of Los Angeles violated the Costa-Hawkins Rental Housing Act (Costa-Hawkins). Specifically, Costa-Hawkins allows landlords of rent controlled units to set the initial monthly rent for a new unit, and then to increase the monthly rent to the market level each time a unit is vacated. The court found that the imposition of long-term income and affordability restrictions on apartment units is a violation of this provision.

It is commonly believed that the *Palmer* ruling prohibited jurisdictions from requiring developers to provide affordable apartment units as a part of an Inclusionary Housing program. In an effort to comply with *Palmer*, jurisdictions generally took one of the following actions:

1. The jurisdiction eliminated the requirement that market rate apartment projects provide affordable apartment units; or

2. The jurisdiction replaced the affordable housing production requirement with a linkage or impact fee program that comported with the AB 1600 nexus requirements imposed by California Government Code §66000 et seq (Mitigation Fee Act); or

3. The jurisdiction imposed affordable housing requirements as part of negotiated Development Agreements for apartment projects.

SAN JOSE CASE

In the 2015 *San Jose* case the California Supreme Court found that Inclusionary Housing programs should be viewed as use restrictions that are a valid exercise of a jurisdiction's zoning powers. Specifically, the court found that Inclusionary Housing requirements are a planning tool rather than an exaction. This has been interpreted to mean that an in-lieu fee option included in an Inclusionary Housing program is not subject to the requirements imposed by the Mitigation Fee Act.

While Inclusionary Housing programs are not subject to the Mitigation Fee Act, these programs must comply with the following criteria:

1. The requirements cannot be confiscatory; and

2. The requirements cannot deprive a property owner of a fair and reasonable return on their investment.

The court did not provide criteria under which jurisdictions can determine whether proposed affordable housing requirements are confiscatory and/or they deprive a property owner of a fair and reasonable return. As a result, each jurisdiction is left to create an evaluation methodology that balances the interests of property owners, developers and the jurisdiction's need for affordable housing. It is KMA's practice to take a conservative approach in establishing affordable housing standards that comport with the court's ruling.

B. State Legislation

ASSEMBLY BILL 1505

Assembly Bill (AB) 1505, which is otherwise known as the "*Palmer Fix*", was signed into law on September 29, 2017. AB 1505 amended Section 65850 of the California Government Code and adds Section 65850.01. This legislation provides jurisdictions with the ability to adopt programs that impose Inclusionary Housing requirements on apartment projects.

Section 65850.01 does not place a cap on the percentage of units that can be subject to income and affordability restrictions. However, Section 65850.01 (a) gives HCD the authority to review the affordable housing obligations imposed on apartment developments if more than 15% of the units are required to be restricted to households earning less than 80% of the area median income (AMI), and if one of the following conditions applies:

1. The jurisdiction has failed to meet at least 75% of its Regional Housing Needs Assessment (RHNA) allocation for above moderate income units. This test is measured on a pro-rated basis over the planning period, which is set at a minimum of five years; or

2. HCD finds that the jurisdiction has not submitted their Housing Element report for at least two consecutive years.

The City has fulfilled the requirements imposed by both of the standards identified above. As such, HCD does not have authority under Section 65850.01 (a) to review the Inclusionary Housing requirements the City proposes to impose on apartment development. However, in a technical guidance memorandum dated October 21, 2019, HCD reaffirmed its authority to review Inclusionary Housing ordinances as part of its review of a jurisdiction's Housing Element.

California Government Code Section 65583 (a)

California Government Code Section 65583 (a) (Section 65583 (a)) requires the City to analyze potential and actual constraints being placed on the development of housing. If the City chooses to impose a greater than 15% affordability requirement and/or a deeper affordability standard than 80% of AMI on apartment development, HCD can require the City to demonstrate that the Inclusionary Housing requirement does not create a constraint to housing development.

Section 65583 (a) requires the City to analyze potential and actual constraints being placed on the development of housing. Within that context, it is important to recognize that the requirements imposed by an Inclusionary Housing program can only be expected to fulfill a small portion of the unmet need for affordable housing in Redlands.

III. INCLUSIONARY HOUSING PROGRAM CHARACTERISTICS

A. Survey of Existing Inclusionary Housing Programs

Over 170 jurisdictions in California currently include an Inclusionary Housing program as a component in their overall affordable housing strategy. While the unifying foundation of these programs is the objective to attract affordable housing development, the characteristics of these programs vary widely from jurisdiction-to-jurisdiction.

To assist the City in evaluating options for creating an Inclusionary Housing program it is useful to identify the elements that are typically included in Inclusionary Housing programs being implemented in California jurisdictions. To that end, KMA compiled information on 93 Inclusionary Housing programs being implemented across California. The survey information is presented in Attachment 1:

1. Table 1 presents survey results for the 93 jurisdictions; and

2. Table 2 provides more in-depth information for jurisdictions located in Los Angeles, Orange, San Diego, Ventura and Santa Barbara Counties.

The survey results can be summarized as follows:

1. In California, the majority of Inclusionary Housing programs include a threshold project size below which projects are not subject to the Inclusionary Housing requirements. Common thresholds fall between three and 10 units. In the KMA survey the median threshold is five units and the average threshold is seven units.

2. The income and affordability standards imposed by Inclusionary Housing programs vary widely throughout California. The majority of programs have established standards in the range of 10% to 20% of the units in projects that will be subject to the requirements. However, the following policy variations are commonly found:

    a. The threshold standards are varied as a reflection of the depth of the affordability being required.

b. Inclusionary Housing requirements have a disproportionate impact on smaller projects, because there are fewer market rate units available to spread the impact created by the income and affordability standards. A sliding scale requirement is sometimes used to mitigate these impacts.

c. The length of the covenant period imposed on Inclusionary Units varies from jurisdiction-to-jurisdiction. California Health and Safety Code (H&SC) Section 33413 applies covenant periods of 45 years for ownership housing units and 55 years for apartment units. These standards are commonly used, but both shorter and longer covenant periods are imposed throughout Inclusionary Housing programs in California.

B. Program Requirements

Fulfillment Options

Inclusionary Housing programs focus on the production of affordable housing units by imposing specific affordable housing requirements on new development. To comply with the rulings in the *San Jose* case and the requirements imposed by Sections 65850 and 65850.01, Inclusionary Housing programs must offer developers a range of options for fulfilling the affordable housing requirements. The most common options offered to developers are:

1. Construction of a defined percentage of Inclusionary Units within the new market rate residential project;

2. Construction of a defined percentage of Inclusionary Units in a project located in an off-site location;

3. Payment of a fee in lieu of producing Inclusionary Units that the jurisdiction will subsequently use to assist in the development of affordable housing units within the community;

4. The donation of land to the jurisdiction that is appropriate for the development of affordable housing; and

5. The acquisition and rehabilitation of existing units.

The vast majority of Inclusionary Housing programs provide some form of an in-lieu fee payment option. The benefit provided by allowing in-lieu fee payments is that the Inclusionary Housing requirements can be transferred to developers that have experience in constructing affordable housing projects. This advantageous for the following reasons:

1. Affordable housing developers have specific expertise in the development and operation of affordable housing projects.

2. Dedicated affordable housing projects have access to state and federal funding sources that are not available to market rate projects. These funding sources provide a more cost-efficient way to achieve deeper affordability than can be supported by an Inclusionary Housing requirement. A representative sample of programs targeted to dedicated affordable housing projects are:

    a. The funds allocated to the City by HCD under the Permanent Local Housing Allocation (PLHA) for Senate Bill 2 (Chapter 364, Statutes of 2017);

    b. The federal and state Low-Income Housing Tax Credits (Tax Credits) offered under Internal Revenue Code Section 42;

    c. State funding sources such as the Infill Infrastructure Grant (IIG), the Multifamily Housing Program (MHP) and Affordable Housing and Sustainable Communities (AHSC) Program; and

    d. The Area Housing Authority of the County of San Bernardino assistance programs.

STRUCTURING ISSUES

As discussed previously, the court in the *San Jose* case found that the imposition of Inclusionary Housing requirements is a valid exercise of the City's zoning powers rather than an exaction. Sections 65850 and 65850.01 amended the California Government Code to expressly allow Inclusionary Housing

requirements to be imposed on apartment projects. However, it is important for the City to consider the following caveats as part of the Inclusionary Housing program adoption process:

1. Inclusionary Housing requirements cannot be confiscatory or deprive a property owner of a fair and reasonable return on their investment. Recognizing that the courts have not defined these terms, the City has some discretion in establishing evaluation parameters.

2. Section 65583 (a) requires the City to analyze potential and actual constraints being placed on the development of housing. Within that context, it is important to recognize that the requirements imposed by the Inclusionary Housing Ordinance can only be expected to fulfill a small portion of the unmet need for affordable housing in Redlands.

In designing an Inclusionary Housing program, it is important to understand that some form of the following sequence of events will likely occur when the City begins imposing Inclusionary Housing requirements on residential development:

1. The immediate response will be that the financial impacts created by the affordable housing requirements will largely be borne by developers that purchased property prior to the City implementing the Inclusionary Housing program.

2. After the requirements are put in place, developers that have not purchased property will attempt to bargain for a lower land price that reflects the impacts created by the Inclusionary Housing requirements.

3. If the Inclusionary Housing requirements are too stringent, a property owner may take one of the following actions:

    a. The owner of an improved site may continue leasing/using the existing improvements on the site even if they represent an underutilization of the property; or

    b. The owner may choose to sell the site to the developer of a non-residential use.

4. If reasonable Inclusionary Housing requirements are imposed, it is likely that over time land prices will adjust to reflect the restrictions imposed on the property.

IV. METHODOLOGY

The purpose of this Financial Evaluation is to evaluate the financial feasibility of imposing Inclusionary Housing requirements on residential development in Redlands. The components of the financial feasibility analysis are described in this section of the Financial Evaluation.

A. Parameters

RHNA Allocation

As the first step in the evaluation process, it is necessary to identify the parameters that will be applied in the analysis. One measurement is the RHNA, which is used as a tool in the Housing Element process. The Sixth Cycle RHNA Allocation Plan covers the period between 2021 and 2029, and the Redlands allocations are detailed in the following table:

Sixth Cycle RHNA Allocation October 2021 through October 2029		
Income Category	Total Obligation	% of Total
Very Low	967	27.5%
Low	615	17.5%
Moderate	652	18.5%
Above Moderate	1,282	36.5%
Totals	3,516	100%

Factors for Consideration

The City should consider the following notable factors in creating an Inclusionary Housing program:

1. The largest identified unmet need for affordable housing falls in the above moderate income category. Based on historical development patterns it can be assumed that these units will be produced by market rate developers without City intervention.

2. Outside financial assistance sources are widely available to affordable housing projects targeted to extremely low and very low income households. There are numerous nonprofit housing organizations in the region that have experience obtaining these funding sources.

3. There are a limited number of outside funding available to assist low income units and effectively no outside funding sources available to assist moderate income units.

As part of creating an Inclusionary Housing program it is important to evaluate the impact the restrictions will have on the developers of market rate housing projects to ensure that onerous requirements are not imposed. Based on current conditions, KMA recommends that the Inclusionary Housing program focus on attracting development that serves households at the low and moderate income levels.

B. Financial Evaluation Approach

Basic Parameters

The courts have held that affordable housing is a "public benefit," and that locally imposed Inclusionary Housing programs are a legitimate means of providing this public benefit. The courts have tempered this with the requirement that the Inclusionary Housing obligations cannot be confiscatory, and they cannot deprive a property owner of a fair and reasonable return on their investment.

To date, the courts have not provided guidance for determining how these requirements should be measured. As a result, it has been necessary for KMA to create a methodology for testing the financial impacts associated with a proposed Inclusionary Housing program.

The KMA approach is based on pro forma analyses of prototype projects that reflect the residential development occurring within the jurisdiction. The KMA methodology has been continually evolving over the past 20+ years, and each financial evaluation is tailored to reflect the specific characteristics of the jurisdiction in which KMA is performing the evaluation.

Development Prototypes

The KMA pro forma analyses are based on prototype residential developments. To assist in creating the development prototypes, KMA reviewed the following:

1. The City's Housing Element;

2. Specific Plans that have been adopted by the City;

3. Recently completed residential projects; and

4. Development plans for residential projects that have recently received entitlements and/or been submitted to the City's Planning Division for review.

It is important to understand that the prototypes used in the Financial Evaluation do not represent actual projects. Instead, the prototypes represent composites of projects that have recently been developed or proposed for development in Redlands, and the results of KMA market surveys.

Pro Forma Analysis Thresholds

The KMA pro forma analyses test the following factors to assist in identifying Inclusionary Housing requirements that can reasonably be applied:

1. The reduction in property acquisition cost that would need to be achieved to offset the impact created by the proposed income and affordability requirements;

2. The reduction in the developer's return on total investment on apartment development and profit on ownership housing development; and

3. The increase in market rate rents/sales prices that would be needed to offset the proposed requirements.

KMA evaluates the results of each of these tests in order to develop a comprehensive perspective on the financial impacts created by Inclusionary Housing requirements. These analyses collaboratively inform the KMA conclusion as to the Inclusionary Housing requirements that can be supported.

C. Financial Evaluation Structure

The analysis structure applied by KMA can be described as follows:

1. KMA prepared financial analyses to assist in creating recommended Inclusionary Housing requirements that balance the interests of property owners and developers against the public benefit created by the production of affordable housing units.

2. In general terms, the financial impact associated with fulfilling Inclusionary Housing requirements within market rate projects is equal to the Affordability Gap between the achievable market rate rents or sales prices and the allowable rents or sales prices for the Inclusionary Units.

3. The KMA financial analyses identify the range of Inclusionary Housing production requirements that can be supported.

D. Financial Evaluation Organization

The following sections of this Financial Evaluation describe the assumptions, analysis and findings related to ownership housing and apartment developments. The analyses are supported by the following Attachments and Appendices:

Attachment 2: Affordable Housing Cost Calculation Methodology	
Appendix A	Affordable Rent Calculation Methodology
Appendix B	Affordable Sales Price Calculation Methodology
Attachment 3: Apartment Development	
Appendix A	Rent Survey
Appendix B	Affordable Rent Calculations
Appendix C	Pro Forma Analyses: Transit Village 1 Prototypes
Appendix D	Pro Forma Analyses: Transit Village 2 Prototypes
Appendix E	Pro Forma Analyses: R-3 Prototypes

Attachment 4: Ownership Housing Development	
Appendix A	Home Sales Surveys
Appendix B	Affordable Sales Price Calculations
Appendix C	Pro Forma Analyses: Citywide Townhome Prototype
Appendix D	Pro Forma Analyses: Citywide Detached Single Family Home Prototype
Attachment 5: In-Lieu Fee Analyses	
Appendix A	Apartment Development
Appendix B	Ownership Housing Development

V. APARTMENT DEVELOPMENT ANALYSIS

The City adopted the Transit Villages Specific Plan in October 2022, and it is anticipated that the bulk of apartment development in Redlands will occur in this area. However, the Housing Element also identifies potential apartment development sites elsewhere in the community. To reflect this, the following prototype developments were evaluated:

1. A Transit Village prototype at a density of 30 units per acre;

2. A Transit Village prototype at a density of 58 units per acre; and

3. A prototype based on the City's R-3 zoning standards.

A. Pro Forma Analysis Organization and Assumptions

Market Rate Alternatives

The 100% market rate unit apartment development prototypes provide baselines against which to measure the impacts created by affordable housing requirements. The pro forma analyses for the 100% market rate unit scenarios are organized as follows:

Pro Forma Analysis - 100% Market Rate Alternatives Apartment Development Prototypes	
Table 1:	Estimated Development Costs
Table 2:	Estimated Stabilized Net Operating Income
Table 3:	Stabilized Return on Total Investment

The stabilized returns on investment generated by the 100% market rate alternatives are used as the benchmark returns for the purpose of estimating the impacts created by the imposition of Inclusionary Housing obligations. KMA measured the financial impacts created by the imposition of Inclusionary Housing requirements using the tools described previously in this Financial Evaluation. These tools were used to identify the income and affordability requirements that can be feasibly imposed on apartment developments.

Affordable Housing Alternatives

To assist in establishing the Inclusionary Housing production requirements that can be supported, KMA created the following affordability alternatives:

1. A low income alternative; and

2. A very low income alternative.

The pro forma analyses for the affordable housing alternatives are organized as follows:

Pro Forma Analysis – Affordable Housing Alternatives Apartment Development Prototypes	
Table 1:	Estimated Development Costs
Table 2:	Estimated Stabilized Net Operating Income
Table 3:	Financial Impacts: Inclusionary Housing Requirements

Key Assumptions

Parking Standards

The parking standards applied in the analyses are detailed in the following tables:

Parking Assumptions Transit Village Apartment Prototypes		
	Parking Spaces Per Unit	
	Transit Village Specific Plan	Section 65915 Density Bonus [2]
Studio Units	1.0	0.5
One-Bedroom Units	1.0	0.5
Two-Bedroom Units	1.5	1.0
Three-Bedroom Units	2.0	1.5
Guest	.25	0.0

Parking Assumptions R-3 Apartment Prototype		
	Parking Spaces Per Unit	
	Municipal Code	Section 65915 Density Bonus [3]
Studio Units	1.0	1.0
One-Bedroom Units	1.0	1.0
Two-Bedroom Units	1.5	2.0
Three-Bedroom Units	2.0	2.0
Guest	.25	0.0

[2] The parking ratios are based on the standards imposed by Section 65915 (p) for sites within ½ mile of a major transit stop, and then adjusted to reflect marketability issues.

[3] The parking ratios are based on the default standards imposed by Section 65915 (p).

Affordable Rent Assumptions

The Affordable Rent calculation methodology is described in Attachment 2: Appendix A, and the Affordable Rent calculations are detailed in Attachment 3: Appendix B. The results are presented in the following table:

Affordable Rents Apartment Development Prototypes		
Number of Bedrooms	Low Income	Very Low Income
Studio	$1,094	$635
1	$1,240	$716
2	$1,351	$761
3	$1,459	$804

B. Pro Forma Analyses

TRANSIT VILLAGE 1 APARTMENT DEVELOPMENT

The characteristics of the Transit Village 1 apartment development prototype are summarized in the following table:

Development Scope Summary Transit Village 1 Apartment Development Prototype			
Site Area (Acres)	2.0	Unit Mix	
Total Number of Units	60	One-Bedroom Units	40%
Density (Units/Acre)	30	Two-Bedroom Units	50%
Parking	Covered and enclosed spaces for the units, and surface spaces for the guest parking.	Three-Bedroom Units	5%

The pro forma analyses for the Transit Village 1 development prototype are provided in Attachment 3: Appendix C. The results of the Transit Village 1 apartment development analyses are presented in the following sections of this Financial Evaluation.

Estimated Development Costs:

Transit Village 1 Prototype Apartment Development

The development costs for the Transit Village 1 prototype apartment development are estimated at $22.1 million.[4] This equates to $369,000 per unit, or $379 per square foot of leasable area.

Projected Market Rate Rents:

Transit Village 1 Prototype Apartment Development

The market survey is presented in Attachment 3: Appendix A. The resulting market rents are summarized in the following table:

Projected Market Rate Rents Transit Village 1 Apartment Development Prototype	
One-Bedroom Units	$2,240
Two-Bedroom Units	$2,750
Three-Bedroom Units	$2,990
Average Monthly Rent Per Square Foot of Leasable Area	$2.60

Findings:

Transit Village 1 Apartment Prototype Development

The results of the KMA analyses of the Transit Village 1 apartment development prototype are summarized in the following table:

[4] There are minor variations in total development costs among the market rate and income restricted alternatives. The estimated development costs for the market rate alternative are presented throughout the report.

Supportable Inclusionary Housing Requirements / Financial Impacts: Inclusionary Housing Requirements Transit Village 1 Apartment Development Prototype		
	Low Income	Very Low Income
Supportable Inclusionary Housing Requirement	9%	5%
Reduction in Stabilized Return on Total Investment	4.7%	4.3%
Market Rent Increase Required to Offset the Impact	4.5%	3.9%

TRANSIT VILLAGE 2 APARTMENT DEVELOPMENT

The characteristics of the Transit Village 2 apartment development prototype are summarized in the following table:

Development Scope Summary Transit Village 2 Apartment Development Prototype			
Site Area (Acres)	4.0	Unit Mix	
Total Number of Units	232	Studio Units	20%
Density (Units/Acre)	58	One-Bedroom Units	50%
Parking	Semi-subterranean spaces for the units, and surface spaces for the guest parking.	Two-Bedroom Units	30%

The pro forma analyses for the Transit Village 2 development prototype are provided in Attachment 3: Appendix D. The results of the Transit Village 2 apartment development analyses are presented in the following sections of this Financial Evaluation.

Estimated Development Costs:

Transit Village 2 Prototype Apartment Development

The development costs for the Transit Village 2 prototype apartment development are estimated at $81.2 million. This equates to $350,000 per unit, or $439 per square foot of leasable area.

Projected Market Rate Rents:

Transit Village 2 Prototype Apartment Development

The market survey is presented in Attachment 3: Appendix A. The resulting market rents are summarized in the following table:

Projected Market Rate Rents Transit Village 2 Apartment Development Prototype	
Studio Units	$2,090
One-Bedroom Units	$2,310
Two-Bedroom Units	$2,880
Average Monthly Rent Per Square Foot of Leasable Area	$3.06

Findings:

Transit Village 2 Apartment Prototype Development

The results of the KMA analyses of the Transit Village 2 apartment development prototype are summarized in the following table:

Supportable Inclusionary Housing Requirements / Financial Impacts: Inclusionary Housing Requirements Transit Village 2 Apartment Development Prototype		
	Low Income	Very Low Income
Supportable Inclusionary Housing Requirement	8%	5%
Reduction in Stabilized Return on Total Investment	4.8%	4.4%
Market Rent Increase Required to Offset the Impact	5.0%	4.5%

R-3 Apartment Development

The characteristics of the R-3 apartment development prototype are summarized in the following table:

Development Scope Summary R-3 Apartment Development Prototype			
Site Area (Acres)	5.0	Unit Mix	
Total Number of Units	135	Studio Units	35%
Density (Units/Acre)	27	One-Bedroom Units	55%
Parking	Covered and enclosed spaces for the units, and surface spaces for the guest parking.	Two-Bedroom Units	10%

The pro forma analyses for the R-3 development prototype are provided in Attachment 3: Appendix E. The results of the R-3 apartment development analyses are presented in the following sections of this Financial Evaluation.

Estimated Development Costs:

R-3 Prototype Apartment Development

The development costs for the R-3 prototype apartment development are estimated at $46 million. This equates to $341,000 per unit, or $392 per square foot of leasable area.

Projected Market Rate Rents:

R-3 Prototype Apartment Development

The market survey is presented in Attachment 3: Appendix A. The resulting market rents are summarized in the following table:

Projected Market Rate Rents R-3 Apartment Development Prototype	
Studio Units	$2,100
One-Bedroom Units	$2,250
Two-Bedroom Units	$2,630
Average Monthly Rent Per Square Foot of Leasable Area	$2.58

Findings:

R-3 Apartment Prototype Development

The results of the KMA analyses of the R-3 apartment development prototype are summarized in the following table:

Supportable Inclusionary Housing Requirements / Financial Impacts: Inclusionary Housing Requirements R-3 Apartment Development Prototype		
	Low Income	Very Low Income
Supportable Inclusionary Housing Requirement	9%	6%
Reduction in Stabilized Return on Total Investment	4.3%	4.7%
Market Rent Increase Required to Offset the Impact	4.4%	4.6%

C. Summary: Apartment Development Analyses

The results of the KMA apartment development analyses indicate that the following Inclusionary Housing requirements can be supported.

Supportable Inclusionary Housing Requirement Apartment Development Projects			
Income Level	Transit Village 1	Transit Village 2	R-3
Low	9%	8%	9%
Very Low	5%	5%	4%

VI. OWNERSHIP HOUSING ANALYSIS

Ownership housing development in Redlands is focused on detached single family homes and townhome developments. Stacked flat condominiums are not yet a factor in the ownership housing development inventory. In recognition of this, KMA created the following ownership housing development types:

1. Townhomes; and

2. Detached Single Family Homes.

As a general rule, Inclusionary Housing programs tend to set the affordability requirements for ownership housing development at the moderate income level. This is done as a reflection of the fact that higher income households are likely to have more discretionary income to devote to the ongoing costs associated with home ownership than that of lower income households.

To determine whether this is the case in Redlands, KMA prepared pro forma analyses of the townhome and single family home prototypes to identify the percentage of units in a market rate project could feasibly be required to be sold to low income households. In both prototypes the pro forma analyses found that the magnitude of the Affordability Gap associated with low income units creates a financial impact that could potentially deprive a property owner or developer of a fair and reasonable return on their investment.

The following ownership housing development analyses are based on the assumption that the Inclusionary Housing requirements will be set at the moderate income level. KMA estimated the supportable Inclusionary Housing production requirements based on this assumption.

A. Pro Forma Analysis Organization

Inclusionary Housing programs generally set the affordability requirements for ownership housing development at the moderate income level. This is done as a reflection of the fact that higher income households are likely to have more discretionary income to devote to the ongoing costs associated with home ownership than that of lower income households.

To assist in establishing the Inclusionary Housing production requirements that can be supported, KMA prepared the following pro forma analyses for each prototype ownership housing project:

1. A prototype in which 100% of the units are sold at unrestricted market rate sales prices; and

2. A prototype that includes a moderate income component.

Market Rate Alternative

The 100% market rate unit ownership housing development scenarios provide baselines against which to measure the impacts created by affordable housing requirements. The pro forma analyses for the 100% market rate unit scenarios are organized as follows:

Pro Forma Analysis – Market Rate Scenario Ownership Housing Development Prototypes	
Table 1:	Estimated Development Costs
Table 2:	Projected Net Sales Revenue
Table 3:	Projected Developer Profit

Affordable Housing Alternatives

The estimated developer profit for each of the 100% market rate scenarios is used as the benchmark profit percentage for the purpose of estimating the impacts created by the imposition of Inclusionary Housing obligations. The resulting financial gaps represent the impact created by the requirements being tested. The pro forma analyses for the affordable housing alternatives are organized as follows:

Pro Forma Analyses - Affordable Housing Alternatives Ownership Housing Development Prototypes	
Table 1:	Estimated Development Costs
Table 2:	Projected Net Sales Revenue
Table 3:	Financial Impacts: Inclusionary Housing Requirements

KMA measured the financial impacts created by the imposition of Inclusionary Housing requirements using the tools described previously in this Financial Evaluation. These tools were used to identify the moderate income and low income requirements that can be feasibly imposed on ownership housing developments.

B. Pro Forma Analyses

Townhome Analysis

The characteristics of the townhome development prototype are summarized in the following table:

Development Scope Summary Townhome Development Prototype			
Site Area (Acres)	4.0	Unit Mix	
Total Number of Units	72	Two-Bedroom Units	65%
Density (Units/Acre)	18	Three-Bedroom Units	35%
Parking	2-Car Attached Garages		

The pro forma analyses for the townhome development prototype are provided in Attachment 4: Appendix C. The results of the townhome development analyses are summarized in the following sections of this Financial Evaluation.

Estimated Development Costs:

Townhome Development Prototype

The total development cost for the Market Rate Alternative is estimated at $34 million. This equates to $472,000 per unit, or $328 per square foot of saleable area. [5]

[5] The development costs for the affordable housing alternatives vary slightly from the costs for the Market Rate Alternative. This is attributable to minor interest cost savings and is the case for both ownership housing development prototypes.

Projected Market Rate Sales Prices:

Townhome Development Prototype

To assist in projecting the achievable market rate sales prices, KMA compiled sales data for townhome projects located in Redlands. Based in part on this survey, the market rate sales prices that were applied in the townhome development prototype analysis are presented in the following table:

Projected Market Rate Sales Prices Townhome Development Prototype	
Two-Bedroom Units	$525,000
Three-Bedroom Units	$564,000
Average Price per Square Foot of Saleable Area	$374

Affordable Sales Price Calculations:

Townhome Development Prototype

Based on the Affordable Sales Price calculation methodology described in Attachment 2: Appendix B, and the calculations presented in Attachment 4: Appendix B – Exhibit I, the Affordable Sales Prices for the townhome development prototype are:

Affordable Sales Price Estimates Moderate Income Units Townhome Development Prototype	
Two-Bedroom Units	$272,000
Three-Bedroom Units	$292,500

Findings:

Townhome Development Prototype Analysis

The results of the KMA analyses of the townhome development prototype are summarized in the following table:

Supportable Inclusionary Housing Requirements / Fiscal Impacts: Moderate Income Inclusionary Housing Requirement Townhome Development Prototype	
Supportable Inclusionary Housing Requirement	6%
Property Acquisition Cost Reduction Needed to Offset the Impact Created by the Affordability Requirements	35%
Market Price Increase Required to Offset the Impact	2.5%

DETACHED SINGLE FAMILY HOME ANALYSIS

The characteristics of the detached single family home development prototype are summarized in the following table:

Development Scope Summary Detached Single Family Home Development Prototype			
Site Area (Acres)	10	Unit Mix	
Total Number of Units	60	Three-Bedroom Units	30%
Density (Units/Acre)	6	Four-Bedroom Units	40%
Parking	2-Car Attached Garages	Five-Bedroom Units	30%

The pro forma analyses for the detached single family home development prototype are provided in Attachment 4: Appendix D. The results of the detached single family home development analyses are summarized in the following sections of this Financial Evaluation.

Estimated Development Costs:
Detached Single Family Home Development Prototype

The total development cost for the Market Rate Alternative is estimated at $53.4 million. This equates to $890,000 per unit, or $376 per square foot of saleable area.

Projected Market Rate Sales Prices:

Detached Single Family Home Development Prototype

To assist in projecting the market rate sales prices, KMA compiled sales data for detached single family homes located in Redlands. Based in part on this survey, the market rate sales prices that were applied in the detached single family home prototype analysis are presented in the following table:

Projected Market Rate Sales Prices Detached Single Family Home Development Prototype	
Three-Bedroom Units	$810,000
Four-Bedroom Units	$986,000
Five-Bedroom Units	$1,228,000
Average Price per Square Foot of Saleable Area	$424

Affordable Sales Price Calculations:

Detached Single Family Home Development Prototype

Based on the Affordable Sales Price calculation methodology described in Attachment 2: Appendix B, and the calculations presented in Attachment 4: Appendix B – Exhibit II, the Affordable Sales Prices for the detached single family home development prototype are:

Affordable Sales Price Estimates Moderate Income Units Detached Single Family Home Development Prototype	
Three-Bedroom Units	$262,800
Four-Bedroom Units	$270,400
Five-Bedroom Units	$278,100

Findings:

Detached Single Family Home Development Prototype Analysis

The results of the KMA analyses of the detached single family home development prototype are summarized in the following table:

Supportable Inclusionary Housing Requirements / Fiscal Impacts: Moderate Income Inclusionary Housing Requirement Detached Single Family Home Development Prototype	
Supportable Inclusionary Housing Requirement	5%
Property Acquisition Cost Reduction Needed to Offset the Impact Created by the Affordability Requirements	28%
Market Price Increase Required to Offset the Impact	3.2%

C. Summary: Ownership Housing Development Analyses

The preceding section of this Financial Evaluation used pro forma analyses of prototype ownership housing development projects to assist in identifying the Inclusionary Housing production requirements that can currently be supported. The ownership housing development types that were evaluated are:

1. Townhomes; and

2. Detached single family homes.

The results of the KMA ownership housing development analyses indicate that the following Inclusionary Housing requirements can be supported for ownership housing development projects.

Supportable Inclusionary Housing Requirements Moderate Income Standard Ownership Housing Development Projects	
Townhomes	6%
Detached Single Family Homes	5%

VII. IN-LIEU FEE ANALYSES

An option to pay a fee in lieu fee of producing affordable housing units is typically offered as part of an Inclusionary Housing program. For the purposes of this analysis, KMA calculated the in-lieu fee amounts based on the supportable Inclusionary Housing requirements identified in this Financial Evaluation.

A. Apartment Development

The in-lieu fee calculations for apartment development are presented in Attachment 5: Appendix A, and are based on the following methodology:

1. The differences between the estimated achievable market rate rents and the defined Affordable Rents were calculated.

2. KMA assumed that the property taxes for projects that include designated affordable housing units would be based on a lower assessed value than a 100% market rate project due to the reduction in net operating income that would be generated by the project. KMA deducted this lower property tax expense from the estimated rent difference.

3. The "Net Annual Rent Difference Per Inclusionary Unit" is equal to the "Annual Rent Difference Per Inclusionary Unit" minus the property tax savings.

4. The "Affordability Gap Per Inclusionary Unit" is equal to Annual Rent Difference Per Inclusionary Unit capitalized at the benchmark returns derived from the pro forma analyses of the market rate alternatives.

5. The Affordability Gaps Per Inclusionary Unit were translated into in-lieu fees per square foot of leasable area.

The KMA in-lieu fee estimates for apartment development projects is based on a 9% low income requirement. The results are presented in the following table:

In-Lieu Fee Payment Amounts 9% Low Income Inclusionary Housing Standard Apartment Development Prototypes			
In-Lieu Fee	Transit Village 1	Transit Village 2	R-3
Per Inclusionary Unit	$205,000	$198,000	$164,000
Per Market Rate Unit in a 100% Market Rate Project	$17,080	$17,920	$14,580
Per Square Foot of Leasable Area in a 100% Market Rate Project	$17.60	$22.50	$16.80

The weighted average results of the three apartment development prototypes are:

Weighted Average In-Lieu Fee Payment Analysis 9% Low Income Inclusionary Housing Standard Apartment Development Prototypes	
Per Inclusionary Unit	$188,200
Per Market Rate Unit in a 100% Market Rate Project	$16,750
Per Square Foot of Leasable Area in a 100% Market Rate Project	$19.80

B. Ownership Housing Development

The KMA in-lieu fee estimates for ownership housing development projects is based on a 5% moderate income requirement. The calculations are presented in Attachment 5: Appendix B, and summarized in the following table:

In-Lieu Fee Payment Amounts 5% Moderate Income Inclusionary Housing Standard Ownership Housing Development Prototypes		
In-Lieu Fee	Townhome & Small Lot Home Development	Detached Single Family Home Development
Per Inclusionary Unit	$259,500	$734,400
Per Market Rate Unit in a 100% Market Rate Project	$14,420	$36,770
Per Square Foot of Saleable Area in a 100% Market Rate Project	$10.00	$15.50

Recognizing that payment of a fee in lieu of producing affordable units is an optional method for fulfilling the Inclusionary Housing obligation, the amount of the fee is not required to track with the Affordability Gap. The City may wish to consider applying a premium to the in-lieu fee to discourage its use, or they may wish to apply a discount to the in-lieu fee when the policy objective is to obtain funding sources for use in assisting dedicated affordable housing projects.

VIII. SUMMARY

This section of the report summarizes the results of the Financial Evaluation. The analysis findings provide the first step towards developing a recommended package of requirements to be imposed by an Inclusionary Housing program.

A. Supportable Inclusionary Housing Production Requirements

Apartment Development

KMA's analyses of prototype apartment development projects that comport with a site's base zoning requirements supports Inclusionary Housing requirements that fall within the following ranges:

Income Category	Inclusionary Housing Requirement
Low	8% - 9%
Very Low	4% - 5%

Based on all the factors considered in the apartment development evaluation, KMA concluded that a 9% low income Inclusionary Housing obligation can be supported. Given the conservative approach taken by KMA, it is reasonable to conclude that a requirement of this magnitude is not confiscatory and that it will not deprive a property owner of a fair and reasonable return on their investment.

Some developers may wish to mitigate the financial impact created by the Inclusionary Housing requirements by using the density bonus provided by Section 65915. In many cases it will be advantageous for a developer to provide very low income units to fulfill the Density Bonus requirements. In those instances, the City's low income requirements would actually be fulfilled at a deeper affordability level than required by the Inclusionary Housing program.

OWNERSHIP HOUSING DEVELOPMENT

The results of the KMA ownership housing analysis indicate that Inclusionary Housing requirements that fall within the following ranges can be supported:

Supportable Inclusionary Housing Requirements Moderate Income Standard Ownership Housing Development Projects	
Townhomes	6%
Detached Single Family Homes	5%

As discussed previously, KMA takes a conservative approach in setting benchmark impact standards for evaluating the impact created by income and affordability controls. Based on our financial analyses, KMA recommends that a 5% moderate income Inclusionary Housing requirement be imposed on ownership housing development. This will maximize the number of affordable ownership housing units that are produced while minimizing the Affordability Gaps between the market rate sales prices and the Affordable Sales Prices.

B. Supportable In-Lieu Fees

In this Financial Evaluation, KMA calculated the in-lieu fee amount based on the following standards:

Apartment Development	9% Low Income
Ownership Housing Development	5% Moderate Income

KMA applied the weighted averages of the in-lieu fee amounts that were supported by the prototypes being tested. The resulting in-lieu fee amounts are presented in the following tables:

Weighted Average In-Lieu Fee Payment Analysis 9% Low Income Inclusionary Housing Standard Apartment Development Prototypes	
Per Inclusionary Unit	$188,200
Per Market Rate Unit in a 100% Market Rate Project	$16,750
Per Square Foot of Leasable Area in a 100% Market Rate Project	$19.80

In-Lieu Fee Payment Amounts 5% Moderate Income Inclusionary Housing Standard Ownership Housing Development Prototypes		
In-Lieu Fee	Townhome & Small Lot Home Development	Detached Single Family Home Development
Per Inclusionary Unit	$259,500	$735,400
Per Market Rate Unit in a 100% Market Rate Project	$14,420	$36,770
Per Square Foot of Saleable Area in a 100% Market Rate Project	$10.00	$15.50

C. Next Steps

The preceding Financial Evaluation is meant to provide the City with the context under which to create an Inclusionary Housing program that is not confiscatory and that does not deprive property owners of a fair and reasonable return on their investment. In a separate memorandum, KMA has provided recommendations for specific requirements to be imposed if the City chooses to move forward to the adoption of an Inclusionary Housing Ordinance.

ATTACHMENT 1

INCLUSIONARY HOUSING PROGRAM SURVEYS
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX A

INCLUSIONARY HOUSING PROGRAM SURVEYS - CALIFORNIA
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

					Rental Development			Ownership Development	
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period
I. Inclusionary Requirements: Both Rental and Ownership Projects									
Agoura Hills	Create on-site units; pay an in-lieu fee for the required Low and/or Moderate Income Units. In-lieu fee cannot be paid to fulfill the very low income requirement.	15%	No	10	7% @ VL + 4% @ Low + 4% @ mod	55	10	7% @ VL + 4% @ Low + 4% @ mod	45
Alameda	Create on-site units; create off-site units; pay in-lieu fee	15%	No	5	4% @ VL + 4% @ Low + 7% @ Mod	59	5	4% @ VL + 4% @ Low + 7% @ Mod	59
Albany	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	15%	Yes	5		Perpetual	5		Perpetual
Alhambra	Create on-site units; create off-site units; pay in-lieu fee; donate land	15%	No	5	9% @ 120% + 6% @ 80%		5	9% at 120% + 6% at 80%	
Avalon	Create on-site units; create off-site units; pay in-lieu fee	20%	No	4	Decided per project	55	4	Decided per project	55
Berkeley	Create on-site units; pay in-lieu fee;	20%	No	5	80% unless subsidies are available	Life of the Building	5	80%	Life of the Building
Brea	Create on-site units; pay in-lieu fee;	10%	No	20	Not defined	55	20	120%	45
Calabasas	Create on-site units; create off-site units; convert market rate units; preserve or rehab existing housing; pay in-lieu fee	20%	No	5	20% @ 110%; 15% @ 90%; 10% @ 75%; or 5% at 50%		5	20% @ 110%; 15% @ 90%; 10% @ 75%; or 5% at 50% of AMI	
Campbell	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	15%	No	10	6% @ VL + 9% @ Low	55	10	120%	45
Capitola	Create on-site units; pay in-lieu fee	15%	Yes				7	120%	Life of Bldg
Carlsbad	Create units; pay in-lieu fee. Reduced requirement is provided if the affordable units are set at very low or extremely low income	15%	No	1	Low	55	1	Low	30
Chula Vista	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land. Excludes area west of I-805 identified as "Area of Low/Moderate Income Concentration".	10%	No	50	5% @ Low + 5% @ Mod	Life of Bldg	50	5% @ Low + 5% @ Mod	Life of Bldg
Colma	Create on-site units; pay in-lieu fee	20%	No	5	5% @ VL + 5% @ Low + 10% @	55	5	5% @ VL + 5% @ Low + 10% @	45
Concord	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee	10%	Yes	5		55	5		45

APPENDIX A

INCLUSIONARY HOUSING PROGRAM SURVEYS - CALIFORNIA
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

				Rental Development			Ownership Development		
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period
Contra Costa County	Create on-site units; create off-site units; pay in-lieu fee; donate land. Program requirements are only applied in designated areas.	15%	No	5	3% @ VL + 12% @ Lower		5		3
Coronado	Create units; pay in-lieu fee	20%	No	2	Low		2	Mod	
Cupertino	1-7 units pays in-lieu fee. Create on-site units; create off-site units; pay impact/linkage fee; donate land	15%	No	7	50% / 80%	99	7	50% /120%	99
Davis	Create on-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	10% - 25%	No	5-19 , 20+	5-19: 15% @ 80% or 10% @ 50%. 20+: 25% @ 80% or 10% @ 50%	Perpetual	5	120%	Perpetual
Downey	Create on-site units; create off-site units; pay in-lieu fee in the case of extreme hardship for apartments	11%/10%	No		Mod	>55 or as long as resid		Mod	45
Dublin	Create on-site units; create off-site units; pay in-lieu fee; donate land	12.5%	No	20	50% @ 120% + 20% @ 80% + 30% @ 50%	55	20	5% @ 80% + 7.5% @ 120%	55
Emeryville	Create on-site units; pay impact/linkage fee	12%/20%	No		4% @ VL + 8% @ Low	55	10		55
Encinitas	Create on-site units; create off-site units; create ADU's; preserve at-risk units; pay in-lieu fee; donate land	10%/15%	No	7	10% @ VL or 15% @ Low	Perpetual	7	10% VL or 15% @ Low	Perpetual
Fillmore	Create on-site units; pay in-lieu fee; donate land	15%	No	4	20+: 5% ELI or VL & 10%; Low 17-19: 2 low + one ELI or VL; 10-16: 2 low; 5-9:: 1 low	55	4	20+: 5% ELI or VL & 10%; Low 17-19: 2 low + one ELI or VL; 10-16: 2 low; 5-9:: 1 low	45
Fremont	Has a production option, but the in-lieu fee option is more cost effective	15%	No	2	10% @ Low		2	5% @ Mod + 10% @ Low	
Fort Bragg	Create on-site units	10% to 20%		5	80% / 120%		5	100% /120%	15
Goleta	Create on-site units; create off-site units; donate land, pay in-lieu fee; acquisition/rehabilitation. Income/Affordability trade off of extremley low and very low income units to low and moderate income units in demonstrated extreme hardship.	25% - reduced to 20% with public benefit	No	2	2.5% @ ELI + 2.5% @ VL+ 5% @ Low + 5% @ Mod + 5% at Above Mod	In general 45 to 55 years, but not less than 30 years	2	2.5% @ ELI + 2.5% @ VL+ 5% @ Low + 5% @ Mod + 5% at Above Mod	In general 45 to 55 years, but not less than 30 years

APPENDIX A

INCLUSIONARY HOUSING PROGRAM SURVEYS - CALIFORNIA
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

				Rental Development			Ownership Development		
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period
Hayward	Create on-site units; create off-site units; pay in-lieu fee; pay impact/linkage fee; donate land	6% / 7.5% - 10%	No	2	3% @ 50% + 3% @ 60%	55	2	110%	45
Huntington Beach	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee	10%	No	3	80%	55	3	120%	45
Irvine	Projects with fewer than 50 units can create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land. Projects with 50+ units must produce the affordable units on site.	15%	No	50	50%, 80% & 120% Defined credits	30	50	50%, 80% & 120% Defined credits	30
Laguna Woods	Create on-site units; create off-site units; pay in-lieu fee; donate land	15%	No	5	7.5% @ VL + 7.5% @ Low	45	5	10% @ Low + 5% @ Mod	45
La Habra	Create on-site units; create off-site units; pay in-lieu fee; acquisition/rehabilitation.	15%	No	10	9% @ Mod + 6% @ VL & Low	55	10	110%	45
Long Beach	Create on-site units; pay in-lieu fee; donate land	11%/10%	No	10	50%	>55 or as long as resid	10	110%	>55 or as long as resid
Los Altos	Create on-site units; create off-site units. Program requirements are only imposed in designated areas.	Rental: 5-9 @ 15% & 10+ @ 30%. Ownership @ 15%	No	5	5-9: 15% @ Mod, 10+: 5% @ Low + 15% @ Mod	30	10	7.5% @ Mod, 7.5% @ Low	30
Los Angeles County	Create on-site units; create off-site units. Program requirements vary by subarea.	5%-20% depending on project size & income standard	No	5	Averages: <40% AMI: 10% or 5% - sm proj <65% AMI: 15% or 7% - sm proj <80% AMI: 20% or 10% sm proj	55 or Perpetual	5	Mod/Middle Inc: Avg 135% AMI: Coastal SLA, SLA (exc condos), & ELA: 20% or 10% - sm proj SG Valley: 15% or 7% - sm proj Santa Clarita & Antelope Valleys (exc condos): 5%	Equity share on first sale
Menlo Park	Create on-site units; create off-site units; pay in-lieu fee	10%	Yes	5	80% /120%		5	80% /120%	
Mill Valley	Create on-site units	25%	Yes	4	120%	Perpetual	4	120%	Perpetual

APPENDIX A

INCLUSIONARY HOUSING PROGRAM SURVEYS - CALIFORNIA
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

				Rental Development			Ownership Development		
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period
Nevada County	Create on-site units; create off-site units Program requirements are only applied in designated areas.		No	20		30	20		30
Oceanside	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land; purchase credits from another project.	10%	No	3	Low (80%)	55	3	Mod (120%)	55
Oxnard	Create on-site units; create off-site units; pay in-lieu fee in limited circumstances	10%	No	10	5% @ VL + 5% Low	55	10	Low	20
Pacifica	Create on-site units; create off-site units; pay in-lieu fee; donate land	15%	No	8	6% @ VL + 4.5% @ Low + 4.5% @ Mod	55	8		45
Palo Alto	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee	20%	Yes	5	5% @ 35% + 10% @ 50% + 5% @ 60%	59	5	10% @ 80% + 10% @ 120%	59
Pasadena	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	20%	No	1	5% @ 50% + 5% @ 80% + 10% @ 120%	Perpetual	1	110%	45
Petaluma	Create on-site units; pay in-lieu fee; donate land	15%	No	5	7.5% @ VL; 7.5% @ Low	45	5	7.5% @ Low + 7.5% @ Mod	55
Pleasanton	Create on-site units; create off-site units; pay in-lieu fee; donate land; credit transfers; other alternate methods of compliance	15%	Yes	15	50% to 80%		15	50% to 120%	Perpetual
Pomona	Create on-site units; create off-site units; pay in-lieu fee; donate land	13% / 7%-11%	Yes	3	120%	Perpetual	3	120%	45
Poway	Create on-site units; create off-site units; pay in-lieu fee	15% / 15%-20%	No		Very Low	55		15% @ Low or 20% @ Mod	45
Redondo Beach	Create on-site units; create off-site units; pay in-lieu fee up to nine units. Fractional unit obligations are rounded down	10%-15% / 9%-15%	Yes	2	Moderate	>75 or as long as resid	2	Moderate	55
Redwood City	Create on-site units; create off-site units; preserve or rehab units; pay impact/linkage fee; donate land	20% / 15%	No	20	10% @ Mod + 5% @ Low + 5% @ VL	30	5	Moderate	30
Sacramento County	Has a production option, but the in-lieu fee option is more cost effective	10%	No	1	80%		1	80%	
San Bruno	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land. Excludes area	15%	No	10	6% VL + 4.5% Low + 4.5% Mod	55	10	6% Low + 9% Mod	45
San Buenaventura (Proposed Update)	Create on-site units; create off-site units; pay in-lieu fee; preserve or rehab existing housing; donate land	15% / 10%	No	7	Low	55	7	Mod	45

APPENDIX A

INCLUSIONARY HOUSING PROGRAM SURVEYS - CALIFORNIA
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

				Rental Development			Ownership Development		
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period
San Clemente	Create on-site units; pay in-lieu fee; donate land on- or off-site + development fees to a non-profit developer to construct at least as many units as required by the market rate project.	4%	No	6	Very Low	30	6	Very Low	30
San Diego	Create on-site units; create off-site units; rehabilitate existing units, SRO hotel rooms, or conversion of guest rooms; pay in-lieu fee; donate land. The amended requirements were approved in 2020 and are being phased in over five years.	10% to 15%	No	10	10% @ 60%	55	10	10% @ 100% or 15% 120%	15
San Francisco	Create on-site units; create off-site units; pay in-lieu fee. Full schedule goes into effect in 2023 for rental and 2025 for ownership.	15% to 20% / 15% to 26%	Yes	10	55% to 110%		10	80% to 130%	
San Jose	Create on-site units; create off-site units; preserve or rehab units; in-lieu fee; donate land; credit transfers; reduction for deeper affordability	15%	Yes	10	5% @50% + 5% @ 60% + 5% @ 100%	Perpetual	10	120%	Perpetual
San Juan Capistrano	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	10%	No	2		55	2		55
SLO County	Multiple subareas and requirements. Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	15%	Yes	1, 2 or 11 depending on subarea	Coastal: 15% at Low or 15% at Mod	55	1, 2 or 11 depending on subarea	Coastal A: 5% VL + 5% Low + 5% Mod + 5% 120-150%. Coastal: 15% Low. Inland: 2% VL + 2% Low + 2% Mod + 2% 120-150%.	Coastal: 45 Inland: Perpetuity
San Mateo County	Create on-site units, pay in-lieu fee	20%	Yes	5	10% @ ELI + 10% @ Low	Life of Bldg	11	10% @ Low + 10% @ Mod	45
San Rafael	Create on-site units; pay in-lieu fee	10%	No	2			2	120%	
Santa Ana	Only applies to changes in land use and zoning designations. Create on-site units; off-site units; substantially rehab existing units; pay in-lieu fee	Rental: 5% - 15% & Own: 5%	No	5	15% @ Low or 10% @ VL or 5% @ ELI or 5% Low + 3% VL +2% ELI	55	5	120%	55
Santa Barbara (City)	Create on-site units; create off-site units; pay in-lieu fee for 1 to 9 & fractional units; donate land	10% / 15%	No	5	Mod	90	1	120% to 200%	90 / restarts on each resale
Santa Cruz	Create on-site units; create off-site units; pay in-lieu fee; donate land	15%	Yes	2	80%	Perpetual	2	120%	Perpetual

APPENDIX A

INCLUSIONARY HOUSING PROGRAM SURVEYS - CALIFORNIA
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

				Rental Development			Ownership Development		
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period
Santa Monica	Create on-site units; create off-site units; pay in-lieu fee; donate land	5% to 30%	Yes	2	50%, 80% & 120% Defined credits	55	2	50%, 80% & 120% Defined credits	55
Santa Paula	Create on-site units; create off-site units; pay in-lieu fee	10% to 17%	Yes	10	15% Low or 10% VL	55	10	15% Low or 10% VL	45
Santa Rosa	Has a production option, but the in-lieu fee option is more cost effective	5% to 8% / 10%	No	1	5% @ 50% or 8% @ 60%		2	110%	
Sonoma	Create on-site units	20%	Yes	5	120%	55	5	120%	55
Sonoma County	Create on-site units; create off-site units; pay in-lieu fee; donate land	10% or 15% / 20%	Yes	1	7.5% @ VL + 7.5% @ Low, or 5% @ ELI + 5% @ VL	55	1	10% @ Low + 10% @ Mod	30
South San Francisco	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee	20%	No	4		55	4		55
Sunnyvale	Create on-site units; create off-site units; pay in-lieu fee; donate land, unit conversion, other proposals	15.0%	No	7	5% @ 50% + 10% @ 60%	55	7	100%	30
Tiburon	Create on-site units; create off-site units; pay in-lieu fee	15%		3	5% @ Low + 10% @ Mod	Perpetual	3	5% @ Low + 10% @ Mod	Perpetual
Union City	Create on-site units; create off-site units; pay in-lieu fee	15%	No	7	4.5% @ VL + 10.5% @ Low		7	1.5% @ Low + 4.5% @ 100% + 9% @ 120%	
West Sacramento	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	10%	No	5	5% @ 50% + 5% @ 60%	55	5	70%	45
West Hollywood	Create on-site units; create off-site units; pay in-lieu fee for 2-10 unit projects	20%	No	2	Low / Mod	As long as resid	2	Low / Mod	As long as resid

APPENDIX A

INCLUSIONARY HOUSING PROGRAM SURVEYS - CALIFORNIA
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

				Rental Development			Ownership Development		
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period
II. Inclusionary Requirements: Ownership Projects Only									
Carpinteria	Create on-site units; pay in-lieu fee in limited circumstances	12%	No				5	200%	30
Danville	Create on-site units; pay in-lieu fee	10%	Yes				7	110%	20
Folsom	Create on-site units; create off-site units; pay in-lieu fee; donate land; acq/rehab; other proposals	10%	No				10	3% @ VL + 7% @ Low	
Lafayette	Create on-site units; create off-site units	15%	No				2	9% @ Mod + 6% @ VL	45
Monterey	Create on-site units; donate land	20%	No				6		Perpetual
Mountain View	Create on-site units; pay in-lieu fee	15%	No				3	100%	55
Rohnert Park	Create on-site units; create off-site units; pay in-lieu fee	15%	No				50		55
San Leandro	Create on-site units; pay in-lieu fee	15%	Yes				2	9% @ Mod + 6% @ Low	55
San Mateo County	Create on-site units; create off-site units; pay in-lieu fee; donate land	20%	No				5	10% @ Low + 10% @ Mod	55
Santa Barbara County	Create on-site units; create off-site units in the coastal zone; pay in-lieu fee for certain unit types	5% - 15%	Yes				5	5-19: 1 Mod. 20+: South Coast: 2.5% VL + 2.5% Low + 5% Mod + 5% Workforce Santa Ynez: No Workforce Santa Maria & Lompoc: 2.5% VL + 2.5 Low	45 - restarts up to 90
Thousand Oaks	Create on-site units; create off-site rental units; pay in-lieu fee	10%	No				5	Mod	45

APPENDIX A

INCLUSIONARY HOUSING PROGRAM SURVEYS - CALIFORNIA
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

					Rental Development			Ownership Development	
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period
III. Inclusionary for Ownership Projects & Impact Fee for Rental Projects									
Fontana	Create on-site units; pay in-lieu fee; develop a reduced percentage at deeper affordability	10%	No				5	4% @ VL + 4% @ Low + 2% @ Mod	55
San Carlos	Create on-site units; create off-site units; pay impact/linkage fee	15%	Yes			55	2	10% @ Mod + 5% @ Low	45
Truckee	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; pay impact/linkage fee; donate land. Requirements vary by zones, neighborhoods or districts.	15%	No	7		Perpetual	7		Perpetual
IV. Mandatory Inclusionary for Ownership Projects & Voluntary Inclusionary for Rental Projects									
Pittsburg	Create on-site units; pay in-lieu fee	15%/20%	Yes				5	9% @ Mod + 6% @ Low, or 20% @ Mod	
Salinas	Create on-site units; create off-site units; donate land	20%	No				10		30
San Juan Bautista	Create on-site units; pay impact/linkage fee	6%					6	80%	
San Luis Obispo	Create on-site units; pay in-lieu fee; donate land	3%	Yes			55	5		45
San Marcos	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	15%	No			55		120%	55
Solana Beach	Create on-site units; create off-site units; preserve or rehab existing housing; pay impact/linkage fee	15%	No	5		55	5		45
V. Rental Projects Only									
Fullerton	Applies only to the Transportation Specific Plan area. Create on-site units	15%	No		5% @ VL + 5% @ Low + 5% @ Mod	55			
Glendale	Create on-site units; create off-site units; pay in-lieu fee; donate land	15%	No	8	60%	55			

APPENDIX B

INCLUSIONARY HOUSING PROGRAM SURVEYS - LOS ANGELES, ORANGE, SAN DIEGO, VENTURA & SANTA BARBARA COUNTIES
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

				Rental Development			Ownership Development			
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period	In-Lieu Fee
I. Inclusionary Requirements: Both Rental and Ownership Projects										
Alhambra	On-site or pay in-lieu fee.	15%	No	7	9% at 120% & 6% at 80%		7	9% at 120% + 6% at 80%		Fee Schedule: 5 -20 units. Rental: $0.89 - $14.30/SF; Ownership: $1.88 - $30.00/SF
Agoura Hills	Create on-site units; pay an in-lieu fee for the required Low and/or Moderate Income Units. In-lieu fee cannot be paid to fulfill the very low income requirement.	15%	N/A	10	7% @ VL + 4% @ Low + 4% @ mod	55	10	7% @ VL + 4% @ Low + 4% @ mod	45	Set in 2018 to be consistent with the Affordability gap. $285,336 per VL apartment unit, $262,541 per low income condominium unit, and $427,002 per moderate income single family home.
Brea	Create on-site units; pay in-lieu fee	10%	No	20	Not Defined	55	20	120%	10	Calculated per project. Based on the Affordability Gap
Carlsbad	Create units; pay in-lieu fee. Reduced requirement is provided if the affordable units are set at very low or extremely low income	15%	No	1	Low		1	Low		Available up to 6 units. $8,529 for on SFH. $15.00/SF for 2-6 unit projects.
Chula Vista	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land. Excludes area west of I-805 identified as "Area of Low/Moderate Income Concentration".	10%	No	50	5% @ Low + 5% @ Mod	Life of Bldg	50	5% @ Low + 5% @ Mod	Life of Bldg	In-lieu fee is based on the median home price minus the affordable home price
Coronado	Create units; pay in-lieu fee	20%	No	2	Low		2	Mod		In-lieu fee paid by right. $7,000 per market rate unit
Downey	Create on-site units; create off-site units; pay in-lieu fee	11%/10%	No	10	Mod	>55 or as long as resid	10	Mod	45	Rental: $23.50/SF - only allowed under extreme hardship. Ownership: $15.90/SF payable based on City Council criteria
Encinitas	Create on-site units; create off-site units; create ADU's; preserve at-risk units; pay in-lieu fee; donate land	10%/15%	No	7	10% VL or 15% Low	Perpetual	7	10% VL or 15% Low	45	One to 6 unit projects pay an in-lieu fee based on a sliding scale. 7+ unit projects pay $20 per sf in-lieu fee.

APPENDIX B

INCLUSIONARY HOUSING PROGRAM SURVEYS - LOS ANGELES, ORANGE, SAN DIEGO, VENTURA & SANTA BARBARA COUNTIES
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

				Rental Development			Ownership Development			
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period	In-Lieu Fee
Fillmore	Create on-site units; pay in-lieu fee; donate land	15%	No	4	20+: 5% ELI or VL & 10%; Low 17-19: 2 low + one ELI or VL; 10-16: 2 low; 5-9:: 1 low	55	4	20+: 5% ELI or VL & 10%; Low 17-19: 2 low + one ELI or VL; 10-16: 2 low; 5-9:: 1 low		
Goleta	Create on-site units; create off-site units; donate land, pay in-lieu fee; acquisition/rehabilitation. Income/Affordability trade off of extremley low and very low income units to low and moderate income units in demonstrated extreme hardship.	25% - reduced to 20% with public benefit	No	2	2.5% @ ELI + 2.5% @ VL+ 5% @ Low + 5% @ Mod + 5% at Above Mod	In general 45 to 55 years, but not less than 30 years	2	2.5% @ ELI + 2.5% @ VL+ 5% @ Low + 5% @ Mod + 5% at Above Mod	In general 45 to 55 years, but not less than 30 years	Equal to the Affordability Gap associated with providing the requisite number of affordable units on site within the market rate project.
Huntington Beach	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee	10%	No	3	80%	55	3	120%	45	Sliding Scale: 3 to 30 units. In-Lieu Fee allowed for projects up to 100 units. Rental: $3.58 to $35.80/SF Ownership: $2.54 to $25.36/SF. The per SF measurement caps at 2,000 SF.
Irvine	Projects with fewer than 50 units can create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land. Projects with 50+ units must produce the affordable units on site.	15%	No	50	50%, 80% & 120% Defined credits	30	50	50%, 80% & 120% Defined credits	30	Calculated per project. Based on an equivalent value calculation
La Habra	Create on-site units; create off-site units; pay in-lieu fee; acquisition/rehabilitation.	15%	No	10	9% Mod + 6% VL & Low	55	10	110%	45	Calculated per project. Based on the estimated construction cost to produce the unit.

APPENDIX B

INCLUSIONARY HOUSING PROGRAM SURVEYS - LOS ANGELES, ORANGE, SAN DIEGO, VENTURA & SANTA BARBARA COUNTIES
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

				Rental Development			Ownership Development			
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period	In-Lieu Fee
Long Beach	Create on-site units; pay in-lieu fee; donate land	11%/10%	No	10	50%	> of 55 yrs or as long as resid	10	120%	> of 55 yrs or as long as resid	Rental @ $38.00/SF; Ownership @ $29.10/SF
Oceanside	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land; purchase credits from another project.	10%	No	3	Low	55	3	Mod	55	In-lieu fee paid by right. The fee was set at $15/SF on 1/1/23 and will increase to $20/SF on 1/1/24.
Oxnard	Create on-site units; create off-site units; pay in-lieu fee in limited circumstances	10%	No	10	5% @ VL + 5% Low	55	10	Low	20	Fee charged per total unit in the project. In 2022: SFH $36,000; MF Ownership $35,000; Rental $28,000
Pasadena	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	20%	No	1	5% @50% + 5% @ 80% + 10% @ 120%		1	110%	45	Sliding scale by sub-area & project size. Low at $34.19/SF & High at $73.52/SF
Pomona	Create on-site units; create off-site units; pay in-lieu fee; donate land	13% / 7%-11%	Yes	3	120%	Perpetual	3	120%	45	Rental @ $9.30/SF; SFH @ $11.40/SF Condominiums @ $9.30/SF
Poway	Create on-site units; create off-site units; pay in-lieu fee	15% / 15%-20%	No		Very Low	55		15% @ Low or 20% @ Mod	45	In-lieu fee is payable by right and is set at $500 per unit for both rental and ownership housing
Redondo Beach	Create on-site units; created off-site units; pay in-lieu fee up to nine units. Fractional unit obligations are rounded down	10%-15% / 9%-15%	Yes	2	Moderate	>75 or as long as resid	2	Mod	55	Sliding scale for 2 to 9 unit projects: Rental: extrapolated from $34.20/SF of total project area. Ownership: extrapolated from $43.20/SF of total project area.
San Buenaventura (Proposed Update)	Create on-site units; create off-site units; pay in-lieu fee; preserve or rehab existing housing; donate land	15% / 10%	No	7	Low	55	7	Mod	45	Ownership @ $29.80 - $66.30/SF; Apartments @ $20.30 - $48.90/SF

APPENDIX B

INCLUSIONARY HOUSING PROGRAM SURVEYS - LOS ANGELES, ORANGE, SAN DIEGO, VENTURA & SANTA BARBARA COUNTIES
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

				Rental Development			Ownership Development			
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period	In-Lieu Fee
San Clemente	Create on-site units; pay in-lieu fee; donate land on- or off-site + development fees to a non-profit developer to construct at least as many units as required by the market rate project.	4%	No	6	Very Low	30	6	Very Low	30	Based on the greater of 1% of construction costs as determined by the Building Division or 2% of the affordability gap determined by the formula in the Housing Element.
San Diego	Create on-site units; create off-site units; pay in-lieu fee; donate land	10% to 15%	No	10	50% or 80%	55		100% or 120%		In 2024 the in-lieu fee will be set a $25/SF
San Juan Capistrano	Create on-site units; create off-site units; preserve or rehab existing housing; pay in-lieu fee; donate land	10%	No	2		55	2		55	Based on 90% of the Affordability Gap, which is updated monthly based on benchmark market prices
Santa Ana	Only applies to changes in land use and zoning designations. Create on-site units; off-site units; pay in-lieu fee	Rental: 5% - 15% & Own: 5%	No	5	15% @ Low or 10% @ VL or 5% @ ELI or 5% Low + 3% VL +2% ELI	55	5	120%	55	Fee charged per sf of habitable area: 5-9: $6.00; 10-14: $9.00; 15-19: $12; 20+: $15. Discounts for use of skilled and trained labor force
Santa Barbara (City)	Create on-site units; create off-site units; pay in-lieu fee for 1 to 9 & fractional units; donate land	10% / 15%	No	5	Mod	90	1	120% to 200%	90 / restarts on each resale	In 2020 the in-lieu fee for rental projects was set at $25 per SF. Adjusted annually by the Engineering News Record (ENR) Building Cost Index for Los Angeles. In-lieu fee for ownership units is calculated based on the median price for 2-bedroom condos, a low income standard, and the estimated production cost (sales price - 15% profit). A discount schedule is provided from small units.
Santa Monica	Create on-site units; create off-site units; pay in-lieu fee; donate land	5% to 30%	Yes	2	50%, 80% & 120% Defined credits	55	2	50%, 80% & 120% Defined credits	55	Rental @ $35.70/SF Ownership @ $41.70/SF

APPENDIX B

INCLUSIONARY HOUSING PROGRAM SURVEYS - LOS ANGELES, ORANGE, SAN DIEGO, VENTURA & SANTA BARBARA COUNTIES
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

				Rental Development			Ownership Development			
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period	In-Lieu Fee
Santa Paula	Create on-site units; create off-site units; pay in-lieu fee	10% to 17%	Yes	10	15% Low or 10% VL	55	10		45	In-Lieu Fee is set on a project-by-project basis.
West Hollywood	Create on-site units; create off-site units; pay in-lieu fee for 2-10 units projects	20%	No	2	Low / Mod	As long as resid	2	Low / Mod	As long as resid	Sliding scale: 2 Units @ $13.63/SF - 10 Units @ $29.23/SF

APPENDIX B

INCLUSIONARY HOUSING PROGRAM SURVEYS - LOS ANGELES, ORANGE, SAN DIEGO, VENTURA & SANTA BARBARA COUNTIES
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

				Rental Development			Ownership Development			
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period	In-Lieu Fee
II. Inclusionary Requirements: Ownership Projects Only										
Carpinteria	Create on-site units; pay in-lieu fee in limited circumstances	12%	No				5	200%	30	In-lieu fee allowed if infeasibility can be proved. The fee is based on the difference between the median sales price of condominiums and/or single family homes and the affordable price at 121% of AMI with 30% of income dedicated to housing expenses
Santa Barbara County	Create on-site units; create off-site units in the coastal zone; pay in-lieu fee for certain unit types	5% - 15%	Yes				5	5-19: 1 Mod. 20+: South Coast: 2.5% VL + 2.5% Low + 5% Mod + 5% Workforce Santa Ynez: No Workforce Santa Maria & Lompoc: 2.5% VL + 2.5 Low	45 - restarts up to 90	In-Lieu fee is measured per affordable unit. Varies by HMA & income / affordability level. Fee: Very Low & Low are based on the estimated cost for the County to subsidize very low & low income units. Cost of Construction Fee: Moderate & Workforce are based on the median condo sales prices minus 15% of the median price of condos. 2020 Very Low & Low Fees: South Coast $176,000; Santa Maria $96,600; Santa Ynez $146,200; Lompoc $99,500 2020 Mod & Workforce Fees: South Coast $658,000; Santa Maria $248,000; Santa Ynez $431,600; Lompoc $227,600
III. Inclusionary Requirements: Rental Projects Only										
Glendale	Create on-site units; create off-site units; pay in-lieu fee; donate land	15%	No	8	60%	55				Sliding scale: 8 Units @ $28.71/SF - 21 Units @ $55/SF

ATTACHMENT 2
AFFORDABLE HOUSING COST CALCULATION METHODOLOGIES
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX A
AFFORDABLE RENT CALCULATION METHODOLOGY

The Affordable Rent calculations used in the apartment development pro forma analyses are presented in Attachment 3 – Appendix A. The calculations are based on the following assumptions:

1. The household income information used in the calculations is based on 2022 income statistics for San Bernardino County as a whole. This information is published annually by the United States Department of Housing and Urban Development (HUD) and distributed by the California Department of Housing and Community Development (HCD).

2. The household size appropriate for the unit is based on the California Health and Safety Code (H&SC) §50052.5 standard of the number of bedrooms in the home plus one.[1] H&SC §50052.5 refers to this as "the family size appropriate for the unit." This is a benchmark that is used for calculation purposes only. It is neither an occupancy minimum nor a maximum.

3. The benchmark household incomes used in the Affordable Rent analyses are based on the following standards:

    a. The low income rents are based on 80% of area median income (AMI). This percentage of AMI is based on the standard imposed in Assembly Bill 1505.

    b. The very low income rents are based on 50% of AMI, which is the standard imposed by H&SC §50053.

    c. The affordable rents used in the California Government Code §65915 et seq. density bonus analyses are based on the household income standards imposed by H&SC §50053.

4. Thirty percent (30%) of defined household income is allocated to housing-related expenses.

5. The following monthly utilities allowances were applied in this analysis.[2]

[1] For example, the imputed household size for a two-bedroom unit is three persons.
[2] Utilities allowances are based on utilities costs comprised of electric heating, cooking and water heating; basic electric; and air conditioning. The allowances are based on the Housing Authority of the County of San Bernardino schedule effective as of December 1, 2022.

Utilities Allowances Apartment Development	
Number of Bedrooms	Monthly Utilities Allowances
Studio	$130
1	$158
2	$222
3	$289

APPENDIX B
AFFORDABLE SALES PRICE CALCULATION METHODOLOGY

The Affordable Sales Price calculations used in the ownership housing development pro forma analyses are presented in Attachment 4 – Appendix A. The calculations are based on the following assumptions:

1. The household income information used in the calculations is based on 2022 income statistics for San Bernardino County as a whole. This information is published by produced and published by HCD annually.

2. The Affordable Sales Price estimates are based on the calculation methodology imposed by H&SC §50052.5.

The elements included in the Affordable Sales Price calculations are described in the following sections of this Attachment.

HOUSEHOLD SIZE

For the sole purposes of calculating Affordable Sales Prices, H&SC §50052.5 sets household sizes based on the number of bedrooms in the home plus one. As discussed previously, this is not an occupancy minimum or maximum. Rather, it is a benchmark that creates a consistent Affordable Sales Price calculation methodology.

HOUSEHOLD INCOME

For calculation purposes only, H&SC §50052.5 applies benchmark household incomes as the standard for determining the Affordable Sales Prices. For moderate income households the benchmark is based on 110% of the San Bernardino County AMI:

The identified benchmark percentage of AMI is not an income cap. The household income qualification standards are based on 120% of AMI for moderate income households and are based on the actual size of the home buyer's household.

INCOME ALLOCATED TO HOUSING-RELATED EXPENSES

H&SC §50052.5 allocates 35% of the benchmark household incomes to the payment of housing-related expenses.

HOUSING-RELATED EXPENSES

Based on research undertaken by KMA, the variable housing related expense assumptions used in this analysis are presented in the following table:

Variable Housing Related Expenses Ownership Housing Development			
		Monthly HOA, Insurance & Maintenance	
	Monthly Utilities Allowances [3]	Townhomes	Single Family Detached Homes
Two-Bedroom Units	$460	$230	
Three-Bedroom Units	$583	$250	$450
Four-Bedroom Units	$706		$500
Five-Bedroom Units	$829		$550

The property tax expense estimates are based on 1.15% of the defined Affordable Sales Prices. This assumes that the City will require the homes to be resold on an Affordable Sales Price throughout one cumulative 45-year covenant period.

SUPPORTABLE MORTGAGE AMOUNT

The mortgage amounts used in the Affordable Sales Price calculations are estimated using the income available after the other housing-related expenses are paid. The mortgage terms used in this Financial Evaluation were based on a 30-year fully amortizing loan at a 6.14% interest rate. [4]

BENCHMARK DOWN PAYMENT

KMA set the benchmark down payment at 5% of the estimated Affordable Sales Price. A down payment of this magnitude is commonly allowed by affordable housing programs.

[3]Utilities allowances are based on costs comprised of electric heating, cooking and water heating; basic electric; air conditioning; and water, sewer and trash services. The allowances are based on the Housing Authority of the County of San Bernardino schedule effective as of December 1, 2022.

[4] Based on a 100 basis points premium applied to the Freddie Mac monthly average, between January 2022 and December 2022, for a fixed-interest rate loan with a 30-year amortization period.

ATTACHMENT 3

APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX A

RENT ANALYSES
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX A

RENT SURVEY 4+ STAR PROPERTIES [1]
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

	Name	Address			# of Units	Unit Size (SF)	Average Effective Rent Total	Average Effective Rent Per SF	Year Built
I.			Studio Units						
	The Crossings at Redlands	26000 W Lugonia Ave	Redlands	92374	44	452	$1,701	$3.76	2019
	Redlands Lawn and Tennis	1400 Barton Rd	Redlands	92373	32	510	$1,712	$3.36	1986
		Minimum				452	$1,701	$3.36	
		Maximum				510	$1,712	$3.76	
		Weighted Average				476	$1,706	$3.59	
II.			One-Bedroom Units						
	Redlands Park Apartments	1498 Brookside Ave	Redlands	92373	62	675	$1,753	$2.60	1978
	Parkview Terrace	1601 Barton Rd	Redlands	92373	260	642	$1,893	$2.95	1987
	Redlands Lawn and Tennis	1400 Barton Road	Redlands	92373	136	656	$1,936	$2.95	
	The Crossings at Redlands	26000 W Lugonia Ave	Redlands	92734	171	718	$2,018	$2.81	
	Barton Vineyard	26630 Barton Rd	Redlands	92373	120	778	$2,045	$2.63	2006
	The Summit	27431 San Bernardino Ave	Redlands	92734	145	756	$2,122	$2.81	2019
	Circa 2020	27000 W Lugonia Ave	Redlands	92734	171	836	$2,157	$2.58	2015
	Cypress Villas Apt Homes	301 E Cypress Ave	Redlands	92373	14	610	$2,294	$3.76	2005
		Minimum				610	$1,753	$2.58	
		Maximum				836	$2,294	$3.76	
		Weighted Average				718	$2,005	$2.80	

APPENDIX A

RENT SURVEY 4+ STAR PROPERTIES [1]
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

	Name	Address			# of Units	Unit Size (SF)	Average Effective Rent Total	Average Effective Rent Per SF	Year Built
III.			Two-Bedroom Units						
	Redlands Park Apartments	1498 Brookside Ave	Redlands	92373	84	955	$2,110	$2.21	
	Cypress Villas Apt Homes	301 E Cypress Ave	Redlands	92373	61	833	$2,225	$2.67	
	Parkview Terrace	1601 Barton Rd	Redlands	92373	298	934	$2,329	$2.49	
	The Village at Redlands	301 Wabash Ave	Redlands	92734	40	1,400	$2,434	$1.74	2005
	Redlands Lawn and Tennis	1400 Barton Road	Redlands	92373	328	874	$2,482	$2.84	
	The Crossings at Redlands	26000 W Lugonia Ave	Redlands	92374	128	1,177	$2,531	$2.15	
	Circa 2020	27000 W Lugonia Ave	Redlands	92734	124	1,130	$2,534	$2.24	
	Barton Vineyard	26630 Barton Rd	Redlands	92373	152	1,098	$2,553	$2.33	
	The Summit	27431 San Bernardino Ave	Redlands	92734	124	1,019	$2,831	$2.78	
		Minimum				833	$2,110	$1.74	
		Maximum				1,400	$2,831	$2.84	
		Weighted Average				998	$2,461	$2.50	
IV.			Three-Bedroom Units						
	Cypress Villas Apt Homes	301 E Cypress Ave	Redlands	92373	7	1,178	$2,598	$2.21	
	Barton Vineyard	26630 Barton Rd	Redlands	92373	24	1,320	$2,973	$2.25	
	The Summit	27431 San Bernardino Ave	Redlands	92734	12	1,257	$3,122	$2.48	
	Redlands Park Apartments	1498 Brookside Ave	Redlands	92373	12	1,106	$3,128	$2.83	
	Circa 2020	27000 W Lugonia Ave	Redlands	92734	11	1,412	$3,161	$2.24	
		Minimum				1,106	$2,598	$2.21	
		Maximum				1,412	$3,161	$2.83	
		Weighted Average				1,270	$3,020	$2.39	

[1] Source: CoStar, December 2022.

APPENDIX B

AFFORDABLE RENT CALCULATIONS
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX B

AFFORDABLE RENT CALCULATIONS
2022 INCOME STANDARDS
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

			Studio Units	One-Bedroom Units	Two-Bedroom Units	Three-Bedroom Units
			Very Low Income			
I.	**Household Income Assumptions**					
	Area Median Income	[1]	$61,200	$69,900	$78,650	$87,400
	% of AMI Used for Rent Setting Purposes	[2]	50%	50%	50%	50%
	Benchmark Annual Household Income		$30,600	$34,950	$39,325	$43,700
II.	**% of Income Allotted to Housing Expenses**		30%	30%	30%	30%
III.	**Gross Affordable Rent**					
	Annual		$9,180	$10,485	$11,798	$13,110
	Monthly		$765	$874	$983	$1,093
	(Less) Monthly Utilities Allowance	[3]	($130)	($158)	($222)	($289)
IV.	**Net Affordable Rent**		$635	$716	$761	$804
			Low Income			
I.	**Household Income Assumptions**					
	Area Median Income	[1]	$61,200	$69,900	$78,650	$87,400
	% of AMI Used for Rent Setting Purposes	[4]	80%	80%	80%	80%
	Benchmark Annual Household Income		$48,960	$55,920	$62,920	$69,920
II.	**% of Income Allotted to Housing Expenses**		30%	30%	30%	30%
III.	**Gross Affordable Rent**					
	Annual		$14,688	$16,776	$18,876	$20,976
	Monthly		$1,224	$1,398	$1,573	$1,748
	(Less) Monthly Utilities Allowance	[3]	($130)	($158)	($222)	($289)
IV.	**Net Affordable Rent**		$1,094	$1,240	$1,351	$1,459

[1] Based on the median income for San Bernardino County published annually by the California Department of Housing & Community Development (HCD).

[2] Based on 80% of AMI. This percentage of AMI is based on the standard identified in AB 1505.

[3] Utilities allowances are based on the Housing Authority of the County of San Bernardino utility allowance schedule for apartment development effective as of 12/1/22. Assumes: Electric Heating, Electric Cooking, and Electric Water Heater; Basic Electric; and Air Conditioning.

[4] Based on 50% of AMI. This percentage of AMI is based on the standard identified in California Health & Safety Code Section 50053.

APPENDIX C

PRO FORMA ANALYSES
TRANSIT VILLAGE 1 PROTOTYPES
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX C - EXHIBIT I

PRO FORMA ANALYSIS
DENSITY @ 30 UNITS/ACRE - MARKET RATE ALTERNATIVE
TRANSIT VILLAGE 1 PROTOTYPE
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX C - EXHIBIT I - TABLE 1

ESTIMATED DEVELOPMENT COSTS
DENSITY @ 30 UNITS/ACRE - MARKET RATE ALTERNATIVE
TRANSIT VILLAGE 1 PROTOTYPE
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	87,120	Sf of Land	$25	/Sf of Land		$2,178,000
II.	**Direct Costs**	[2]						
	On-Site Improvements/Landscaping		87,120	Sf of Land	$20	/Sf of Land	$1,742,000	
	Parking	[3]						
	At-Grade Spaces		15	Spaces	$7,500	/Space	113,000	
	Covered & Enclosed Spaces		78	Spaces	$15,000	/Space	1,170,000	
	Above-Grade Spaces		0	Spaces	$20,000	/Space	0	
	Semi-Subterranean Spaces		0	Spaces	$35,000	/Space	0	
	Building Costs		58,350	Sf of GLA	$150	/Sf of GLA	8,753,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			2,356,000	
	Total Direct Costs		58,350	Sf of GLA	$242	/Sf of GLA		$14,134,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		8%	Direct Costs			$1,131,000	
	Public Permits & Fees	[5]	60	Units	$32,000	/Unit	1,920,000	
	Taxes, Insurance, Legal & Accounting		2%	Direct Costs			283,000	
	Marketing		60	Units	$5,000	/Unit	300,000	
	Developer Fee		5.0%	Direct Costs			707,000	
	Soft Cost Contingency Allowance		5%	Other Indirect Costs			217,000	
	Total Indirect Costs							$4,558,000
IV.	**Financing Costs**							
	Interest During Construction							
	Land	[6]	$2,178,000	Cost	5.0%	Avg Rate	$163,000	
	Construction	[7]	$19,952,000	Cost	5.0%	Avg Rate	898,000	
	Loan Origination Fees		60%	Loan to Cost	1.5	Points	199,000	
	Total Financing Costs							$1,260,000
V.	**Total Construction Cost**		60	Units	$333,000	/Unit		$19,952,000
	Total Development Cost		60	Units	$369,000	/Unit		$22,130,000

[1] Estimated in part based on a sales survey of properties located in Redlands.

[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.

[3] The parking ratios are based on the following standards imposed in the Specific Plan areas: studio units at 1.0 space; one-bedroom units at 1.0 space; two-bedroom units at 1.5 spaces; three-bedroom units at 2.0 spaces; and guest spaces at 0.25 spaces per unit.

[4] Includes contractors' fees, general requirements, profit and builder's risk insurance.

[5] Based on estimates presented in the City's adopted Housing Element for the period between 2021 and 2029.

[6] Based on an 18 month construction period, after receipt of entitlements, and a 100% average outstanding loan balance.

[7] Based on an 18 month construction period, after receipt of entitlements, and a 60% average outstanding loan balance.

APPENDIX C - EXHIBIT I - TABLE 2

ESTIMATED STABILIZED NET OPERATING INCOME
DENSITY @ 30 UNITS/ACRE - MARKET RATE ALTERNATIVE
TRANSIT VILLAGE 1 PROTOTYPE
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Income**						
	A. Market Rate Units	[1]					
	Studio Units		0	Units @	$0	/Unit/Month	$0
	One-Bedroom Units		27	Units @	$2,240	/Unit/Month	726,000
	Two-Bedroom Units		30	Units @	$2,750	/Unit/Month	990,000
	Three-Bedroom Units		3	Units @	$2,990	/Unit/Month	108,000
	B. Laundry & Miscellaneous Income		60	Units @	$25	/Unit/Month	18,000
	Total Gross Income						$1,842,000
	Vacancy & Collection Allowance		5%	Gross Income			(92,000)
II.	**Effective Gross Income**						$1,750,000
III.	**Operating Expenses**						
	General Operating Expenses		60	Units @	$4,500	/Unit	$270,000
	Property Taxes	[2]	60	Units @	$5,200	/Unit	313,000
	Replacement Reserve Deposits		60	Units @	$150	/Unit	9,000
	Total Operating Expenses						($592,000)
IV.	**Stabilized Net Operating Income**						$1,158,000

[1] The weighted average monthly rent equates to $2.60 per square foot of leasable area.

[2] The assessed value is estimated based on a 4.3% capitalization rate. The property tax rate is set at 1.15%.

APPENDIX C - EXHIBIT I - TABLE 3

ESTIMATED DEVELOPER RETURN
DENSITY @ 30 UNITS/ACRE - MARKET RATE ALTERNATIVE
TRANSIT VILLAGE 1 PROTOTYPE
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Stabilized Net Operating Income**	See APPENDIX C - EXHIBIT I - TABLE 2	$1,158,000
II.	**Total Development Cost**	See APPENDIX C - EXHIBIT I - TABLE 1	$22,130,000
III.	**Stabilized Return on Total Investment**		5.2%

APPENDIX C - EXHIBIT II

PRO FORMA ANALYSIS
DENSITY @ 30 UNITS/ACRE - LOW INCOME REQUIREMENT
TRANSIT VILLAGE 1 PROTOTYPE
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX C - EXHIBIT II - TABLE 1

ESTIMATED DEVELOPMENT COSTS
DENSITY @ 30 UNITS/ACRE - LOW INCOME REQUIREMENT
TRANSIT VILLAGE 1 PROTOTYPE
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	87,120	Sf of Land	$25	/Sf of Land		$2,178,000
II.	**Direct Costs**	[2]						
	On-Site Improvements/Landscaping		87,120	Sf of Land	$20	/Sf of Land	$1,742,000	
	Parking	[3]						
	At-Grade Spaces		15	Spaces	$7,500	/Space	113,000	
	Covered & Enclosed Spaces		78	Spaces	$15,000	/Space	1,170,000	
	Above-Grade Spaces		0	Spaces	$20,000	/Space	0	
	Semi-Subterranean Spaces		0	Spaces	$35,000	/Space	0	
	Building Costs		58,350	Sf of GLA	$150	/Sf of GLA	8,753,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			2,356,000	
	Total Direct Costs		58,350	Sf of GLA	$242	/Sf of GLA		$14,134,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		8%	Direct Costs			$1,131,000	
	Public Permits & Fees	[5]	60	Units	$32,000	/Unit	1,920,000	
	Taxes, Insurance, Legal & Accounting		2%	Direct Costs			283,000	
	Marketing		60	Units	$5,000	/Unit	300,000	
	Developer Fee		5%	Direct Costs			707,000	
	Soft Cost Contingency Allowance		5%	Other Indirect Costs			217,000	
	Total Indirect Costs							$4,558,000
IV.	**Financing Costs**							
	Interest During Construction							
	Land	[6]	$2,099,600	Cost	5.0%	Avg Rate	$157,000	
	Construction	[7]	$19,945,000	Cost	5.0%	Avg Rate	898,000	
	Loan Origination Fees		60%	Loan to Cost	1.5	Points	199,000	
	Total Financing Costs							$1,254,000
V.	**Total Construction Cost**		60	Units	$332,000	/Unit		$19,946,000
	Total Development Cost		60	Units	$369,000	/Unit		$22,124,000

[1] Estimated in part based on a sales survey of properties located in Redlands.

[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.

[3] The parking ratios are based on the following standards imposed in the Specific Plan areas: studio units at 1.0 space; one-bedroom units at 1.0 space; two-bedroom units at 1.5 spaces; three-bedroom units at 2.0 spaces; and guest spaces at 0.25 spaces per unit.

[4] Includes contractors' fees, general requirements, profit and builder's risk insurance.

[5] Based on estimates presented in the City's adopted Housing Element for the period between 2021 and 2029.

[6] Based on am 18 month construction period after receipt of entitlements and a 100% average outstanding loan balance. Includes a $78,400 offset to reflect the carrying cost savings associated with the estimated property acquisition cost reduction.

[7] Based on an 18 month construction period, after receipt of entitlements, and a 60% average outstanding loan balance.

APPENDIX C - EXHIBIT II - TABLE 2

ESTIMATED STABILIZED NET OPERATING INCOME
DENSITY @ 30 UNITS/ACRE - LOW INCOME REQUIREMENT
TRANSIT VILLAGE 1 PROTOTYPE
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Income**						
	A. Market Rate Units	[1]					
	Studio Units		0	Units @	$0	/Unit/Month	$0
	One-Bedroom Units		25	Units @	$2,240	/Unit/Month	672,000
	Two-Bedroom Units		27	Units @	$2,750	/Unit/Month	891,000
	Three-Bedroom Units		3	Units @	$2,990	/Unit/Month	108,000
	B. Low Income	[2]					
	Studio Units		0	Units @	$1,094	/Unit/Month	0
	One-Bedroom Units		2	Units @	$1,240	/Unit/Month	30,000
	Two-Bedroom Units		3	Units @	$1,351	/Unit/Month	49,000
	Three-Bedroom Units		0	Units @	$1,459	/Unit/Month	0
	C. Laundry & Miscellaneous Income		60	Units @	$25	/Unit/Month	18,000
	Total Gross Income						$1,768,000
	Vacancy & Collection Allowance		5%	Gross Income			(88,000)
II.	**Effective Gross Income**						$1,680,000
III.	**Operating Expenses**						
	General Operating Expenses		60	Units @	$4,500	/Unit	$270,000
	Property Taxes	[3]	60	Units @	$5,000	/Unit	298,000
	Replacement Reserve Deposits		60	Units @	$150	/Unit	9,000
	Total Operating Expenses		60	Units @	$9,617	/Unit	($577,000)
IV.	**Stabilized Net Operating Income**						$1,103,000

[1] The weighted average monthly rent equates to $2.60 per square foot of leasable area.

[2] See APPENDIX B.

[3] The assessed value is estimated based on a 4.3% capitalization rate. The property tax rate is set at 1.15%.

APPENDIX C - EXHIBIT II - TABLE 3

FINANCIAL IMPACTS: INCLUSIONARY HOUSING REQUIREMENTS
DENSITY @ 30 UNITS/ACRE - LOW INCOME REQUIREMENT
TRANSIT VILLAGE 1 PROTOTYPE
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Supportable Investment**			
	Stabilized Net Operating Income	See APPENDIX C - EXHIBIT II - TABLE 2	$1,103,000	
	Threshold Return on Total Investment [1]		5.2%	
	Total Supportable Investment			$21,079,000
II.	**Total Development Cost**	See APPENDIX C - EXHIBIT II - TABLE 1		$22,124,000
III.	**Total Financial Impact**			($1,045,000)
	Stabilized Return on Total Investment	5.0%		
	% Market Rent Increase to Offset Impact	4.5% Market Rate Units		

[1] Based on the Developer Return estimated to be generated by the MARKET RATE ALTERNATIVE.

APPENDIX C - EXHIBIT III

PRO FORMA ANALYSIS
DENSITY @ 30 UNITS/ACRE - VERY LOW INCOME REQUIREMENT
TRANSIT VILLAGE 1 PROTOTYPE
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX C - EXHIBIT III - TABLE 1

ESTIMATED DEVELOPMENT COSTS
DENSITY @ 30 UNITS/ACRE - VERY LOW INCOME REQUIREMENT
TRANSIT VILLAGE 1 PROTOTYPE
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	87,120	Sf of Land	$25	/Sf of Land		$2,178,000
II.	**Direct Costs**	[2]						
	On-Site Improvements/Landscaping		87,120	Sf of Land	$20	/Sf of Land	$1,742,000	
	Parking	[3]						
	At-Grade Spaces		15	Spaces	$7,500	/Space	113,000	
	Covered & Enclosed Spaces		78	Spaces	$15,000	/Space	1,170,000	
	Above-Grade Spaces		0	Spaces	$20,000	/Space	0	
	Semi-Subterranean Spaces		0	Spaces	$35,000	/Space	0	
	Building Costs		58,350	Sf of GLA	$150	/Sf of GLA	8,753,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			2,356,000	
	Total Direct Costs		58,350	Sf of GLA	$242	/Sf of GLA		$14,134,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		8%	Direct Costs			$1,131,000	
	Public Permits & Fees	[5]	60	Units	$32,000	/Unit	1,920,000	
	Taxes, Insurance, Legal & Accounting		2%	Direct Costs			283,000	
	Marketing		60	Units	$5,000	/Unit	300,000	
	Developer Fee		5%	Direct Costs			707,000	
	Soft Cost Contingency Allowance		5%	Other Indirect Costs			217,000	
	Total Indirect Costs							$4,558,000
IV.	**Financing Costs**							
	Interest During Construction							
	Land	[6]	$2,106,700	Cost	5.0%	Avg Rate	$158,000	
	Construction	[7]	$19,947,000	Cost	5.0%	Avg Rate	898,000	
	Loan Origination Fees		60%	Loan to Cost	1.5	Points	199,000	
	Total Financing Costs							$1,255,000
V.	**Total Construction Cost**		60	Units	$332,000	/Unit		$19,947,000
	Total Development Cost		60	Units	$369,000	/Unit		$22,125,000

[1] Estimated in part based on a sales survey of properties located in Redlands.

[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.

[3] The parking ratios are based on the following standards imposed in the Specific Plan areas: studio units at 1.0 space; one-bedroom units at 1.0 space; two-bedroom units at 1.5 spaces; three-bedroom units at 2.0 spaces; and guest spaces at 0.25 spaces per unit.

[4] Includes contractors' fees, general requirements, profit and builder's risk insurance.

[5] Based on estimates presented in the City's adopted Housing Element for the period between 2021 and 2029.

[6] Based on am 18 month construction period after receipt of entitlements and a 100% average outstanding loan balance. Includes a $71,300 offset to reflect the carrying cost savings associated with the estimated property acquisition cost reduction.

[7] Based on an 18 month construction period, after receipt of entitlements, and a 60% average outstanding loan balance.

APPENDIX C - EXHIBIT III - TABLE 2

ESTIMATED STABILIZED NET OPERATING INCOME
DENSITY @ 30 UNITS/ACRE - VERY LOW INCOME REQUIREMENT
TRANSIT VILLAGE 1 PROTOTYPE
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Income**						
	A. Market Rate Units	[1]					
	Studio Units		0	Units @	$0	/Unit/Month	$0
	One-Bedroom Units		26	Units @	$2,240	/Unit/Month	699,000
	Two-Bedroom Units		28	Units @	$2,750	/Unit/Month	924,000
	Three-Bedroom Units		3	Units @	$2,990	/Unit/Month	108,000
	B. Very Low Income	[2]					
	Studio Units		0	Units @	$635	/Unit/Month	0
	One-Bedroom Units		1	Unit @	$716	/Unit/Month	9,000
	Two-Bedroom Units		2	Units @	$761	/Unit/Month	18,000
	Three-Bedroom Units		0	Units @	$804	/Unit/Month	0
	C. Laundry & Miscellaneous Income		60	Units @	$25	/Unit/Month	18,000
	Total Gross Income						$1,776,000
	Vacancy & Collection Allowance		5%	Gross Income			(89,000)
II.	**Effective Gross Income**						$1,687,000
III.	**Operating Expenses**						
	General Operating Expenses		60	Units @	$4,500	/Unit	$270,000
	Property Taxes	[3]	60	Units @	$5,000	/Unit	300,000
	Replacement Reserve Deposits		60	Units @	$150	/Unit	9,000
	Total Operating Expenses		60	Units @	$9,650	/Unit	($579,000)
IV.	**Stabilized Net Operating Income**						$1,108,000

[1] The weighted average monthly rent equates to $2.61 per square foot of leasable area.

[2] See APPENDIX B.

[3] The assessed value is estimated based on a 4.3% capitalization rate. The property tax rate is set at 1.15%.

APPENDIX C - EXHIBIT III - TABLE 3

FINANCIAL IMPACTS: INCLUSIONARY HOUSING REQUIREMENTS
DENSITY @ 30 UNITS/ACRE - VERY LOW INCOME REQUIREMENT
TRANSIT VILLAGE 1 PROTOTYPE
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Supportable Investment**			
	Stabilized Net Operating Income	See APPENDIX C - EXHIBIT III - TABLE 2	$1,108,000	
	Threshold Return on Total Investment [1]		5.2%	
	Total Supportable Investment			$21,174,000
II.	**Total Development Cost**	See APPENDIX C - EXHIBIT III - TABLE 1		$22,125,000
III.	**Total Financial Impact**			($951,000)
	Stabilized Return on Total Investment	5.0%		
	% Market Rent Increase to Offset Impact	3.9% Market Rate Units		

[1] Based on the Developer Return estimated to be generated by the MARKET RATE ALTERNATIVE.

APPENDIX D

PRO FORMA ANALYSES
TRANSIT VILLAGE 2 PROTOTYPES
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX D - EXHIBIT I

PRO FORMA ANALYSIS
DENSITY @ 58 UNITS/ACRE - MARKET RATE ALTERNATIVE
TRANSIT VILLAGE 2 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX D - EXHIBIT I - TABLE 1

ESTIMATED DEVELOPMENT COSTS
DENSITY @ 58 UNITS/ACRE - MARKET RATE ALTERNATIVE
TRANSIT VILLAGE 2 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	174,240	Sf of Land	$25	/Sf of Land		$4,356,000
II.	**Direct Costs**	[2]						
	On-Site Improvements/Landscaping		174,240	Sf of Land	$20	/Sf of Land	$3,485,000	
	Parking	[3]						
	At-Grade Spaces		58	Spaces	$7,500	/Space	435,000	
	Covered & Enclosed Spaces		0	Spaces	$15,000	/Space	0	
	Above-Grade Spaces		0	Spaces	$20,000	/Space	0	
	Semi-Subterranean Spaces		267	Spaces	$35,000	/Space	9,345,000	
	Building Costs		184,880	Sf of GLA	$175	/Sf of GLA	32,354,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			9,124,000	
	Total Direct Costs		184,880	Sf of GLA	$296	/Sf of GLA		$54,743,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		8%	Direct Costs			$4,379,000	
	Public Permits & Fees	[5]	232	Units	$32,000	/Unit	7,424,000	
	Taxes, Insurance, Legal & Accounting		2%	Direct Costs			1,095,000	
	Marketing		232	Units	$5,000	/Unit	1,160,000	
	Developer Fee		5.0%	Direct Costs			2,737,000	
	Soft Cost Contingency Allowance		5%	Other Indirect Costs			840,000	
	Total Indirect Costs							$17,635,000
IV.	**Financing Costs**							
	Interest During Construction							
	Land	[6]	$4,356,000	Cost	5.0%	Avg Rate	$327,000	
	Construction	[7]	$76,896,000	Cost	5.0%	Avg Rate	3,460,000	
	Loan Origination Fees		60%	Loan to Cost	1.5	Points	731,000	
	Total Financing Costs							$4,518,000
V.	**Total Construction Cost**		232	Units	$331,000	/Unit		$76,896,000
	Total Development Cost		232	Units	$350,000	/Unit		$81,252,000

[1] Estimated in part based on a sales survey of properties located in Redlands.
[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.
[3] The parking ratios are based on the following standards imposed in the Specific Plan areas: studio units at 1.0 space; one-bedroom units at 1.0 space; two-bedroom units at 1.5 spaces; three-bedroom units at 2.0 spaces; and guest spaces at 0.25 spaces per unit.
[4] Includes contractors' fees, general requirements, profit and builder's risk insurance.
[5] Based on estimates presented in the City's adopted Housing Element for the period between 2021 and 2029.
[6] Based on an 18 month construction period, after receipt of entitlements, and a 100% average outstanding loan balance.
[7] Based on an 18 month construction period, after receipt of entitlements, and a 60% average outstanding loan balance.

APPENDIX D - EXHIBIT I - TABLE 2

ESTIMATED STABILIZED NET OPERATING INCOME
DENSITY @ 58 UNITS/ACRE - MARKET RATE ALTERNATIVE
TRANSIT VILLAGE 2 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Income**						
	A. Market Rate Units	[1]					
	Studio Units		46	Units @	$2,090	/Unit/Month	$1,154,000
	One-Bedroom Units		116	Units @	$2,310	/Unit/Month	3,216,000
	Two-Bedroom Units		70	Units @	$2,880	/Unit/Month	2,419,000
	Three-Bedroom Units		0	Units @	$0	/Unit/Month	0
	B. Laundry & Miscellaneous Income		232	Units @	$25	/Unit/Month	70,000
	Total Gross Income						$6,859,000
	Vacancy & Collection Allowance		5%	Gross Income			(343,000)
II.	**Effective Gross Income**						$6,516,000
III.	**Operating Expenses**						
	General Operating Expenses		232	Units @	$4,500	/Unit	$1,044,000
	Property Taxes	[2]	232	Units @	$5,000	/Unit	1,158,000
	Replacement Reserve Deposits		232	Units @	$150	/Unit	35,000
	Total Operating Expenses						($2,237,000)
IV.	**Stabilized Net Operating Income**						$4,279,000

[1] The weighted average monthly rent equates to $3.06 per square foot of leasable area.

[2] The assessed value is estimated based on a 4.3% capitalization rate. The property tax rate is set at 1.15%.

APPENDIX D - EXHIBIT I - TABLE 3

ESTIMATED DEVELOPER RETURN
DENSITY @ 58 UNITS/ACRE - MARKET RATE ALTERNATIVE
TRANSIT VILLAGE 2 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Stabilized Net Operating Income**	See APPENDIX D - EXHIBIT I - TABLE 2	$4,279,000
II.	**Total Development Cost**	See APPENDIX D - EXHIBIT I - TABLE 1	$81,252,000
III.	**Stabilized Return on Total Investment**		5.3%

APPENDIX D - EXHIBIT II

PRO FORMA ANALYSIS
DENSITY @ 58 UNITS/ACRE - LOW INCOME REQUIREMENT
TRANSIT VILLAGE 2 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX D - EXHIBIT II - TABLE 1

ESTIMATED DEVELOPMENT COSTS
DENSITY @ 58 UNITS/ACRE - LOW INCOME REQUIREMENT
TRANSIT VILLAGE 2 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	174,240	Sf of Land	$25	/Sf of Land		$4,356,000
II.	**Direct Costs**	[2]						
	On-Site Improvements/Landscaping		174,240	Sf of Land	$20	/Sf of Land	$3,485,000	
	Parking	[3]						
	At-Grade Spaces		58	Spaces	$7,500	/Space	435,000	
	Covered & Enclosed Spaces		0	Spaces	$15,000	/Space	0	
	Above-Grade Spaces		0	Spaces	$20,000	/Space	0	
	Semi-Subterranean Spaces		267	Spaces	$35,000	/Space	9,345,000	
	Building Costs		184,880	Sf of GLA	$175	/Sf of GLA	32,354,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			9,124,000	
	Total Direct Costs		184,880	Sf of GLA	$296	/Sf of GLA		$54,743,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		8%	Direct Costs			$4,379,000	
	Public Permits & Fees	[5]	232	Units	$32,000	/Unit	7,424,000	
	Taxes, Insurance, Legal & Accounting		2%	Direct Costs			1,095,000	
	Marketing		232	Units	$5,000	/Unit	1,160,000	
	Developer Fee		5%	Direct Costs			2,737,000	
	Soft Cost Contingency Allowance		5%	Other Indirect Costs			840,000	
	Total Indirect Costs							$17,635,000
IV.	**Financing Costs**							
	Interest During Construction							
	Land	[6]	$4,065,700	Cost	5.0%	Avg Rate	$305,000	
	Construction	[7]	$76,873,000	Cost	5.0%	Avg Rate	3,459,000	
	Loan Origination Fees		60%	Loan to Cost	1.5	Points	731,000	
	Total Financing Costs							$4,495,000
V.	**Total Construction Cost**		232	Units	$331,000	/Unit		$76,873,000
	Total Development Cost		232	Units	$350,000	/Unit		$81,229,000

[1] Estimated in part based on a sales survey of properties located in Redlands.

[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.

[3] The parking ratios are based on the following standards imposed in the Specific Plan areas: studio units at 1.0 space; one-bedroom units at 1.0 space; two-bedroom units at 1.5 spaces; three-bedroom units at 2.0 spaces; and guest spaces at 0.25 spaces per unit.

[4] Includes contractors' fees, general requirements, profit and builder's risk insurance.

[5] Based on estimates presented in the City's adopted Housing Element for the period between 2021 and 2029.

[6] Based on am 18 month construction period after receipt of entitlements and a 100% average outstanding loan balance. Includes a $290,300 offset to reflect the carrying cost savings associated with the estimated property acquisition cost reduction.

[7] Based on an 18 month construction period, after receipt of entitlements, and a 60% average outstanding loan balance.

APPENDIX D - EXHIBIT II - TABLE 2

ESTIMATED STABILIZED NET OPERATING INCOME
DENSITY @ 58 UNITS/ACRE - LOW INCOME REQUIREMENT
TRANSIT VILLAGE 2 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Income**						
	A. Market Rate Units	[1]					
	Studio Units		42	Units @	$2,090	/Unit/Month	$1,053,000
	One-Bedroom Units		107	Units @	$2,310	/Unit/Month	2,966,000
	Two-Bedroom Units		64	Units @	$2,880	/Unit/Month	2,212,000
	Three-Bedroom Units		0	Units @	$0	/Unit/Month	0
	B. Low Income	[2]					
	Studio Units		4	Units @	$1,094	/Unit/Month	53,000
	One-Bedroom Units		9	Units @	$1,240	/Unit/Month	134,000
	Two-Bedroom Units		6	Units @	$1,351	/Unit/Month	97,000
	Three-Bedroom Units		0	Units @	$1,459	/Unit/Month	0
	C. Laundry & Miscellaneous Income		232	Units @	$25	/Unit/Month	70,000
	Total Gross Income						$6,585,000
	Vacancy & Collection Allowance		5%	Gross Income			(329,000)
II.	**Effective Gross Income**						$6,256,000
III.	**Operating Expenses**						
	General Operating Expenses		232	Units @	$4,500	/Unit	$1,044,000
	Property Taxes	[3]	232	Units @	$4,800	/Unit	1,103,000
	Replacement Reserve Deposits		232	Units @	$150	/Unit	35,000
	Total Operating Expenses		232	Units @	$9,405	/Unit	($2,182,000)
IV.	**Stabilized Net Operating Income**						$4,074,000

[1] The weighted average monthly rent equates to $3.06 per square foot of leasable area.

[2] See APPENDIX B.

[3] The assessed value is estimated based on a 4.3% capitalization rate. The property tax rate is set at 1.15%.

APPENDIX D - EXHIBIT II - TABLE 3

FINANCIAL IMPACTS: INCLUSIONARY HOUSING REQUIREMENTS
DENSITY @ 58 UNITS/ACRE - LOW INCOME REQUIREMENT
TRANSIT VILLAGE 2 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Supportable Investment**			
	Stabilized Net Operating Income	See APPENDIX D - EXHIBIT II - TABLE 2	$4,074,000	
	Threshold Return on Total Investment [1]		5.3%	
	Total Supportable Investment			$77,359,000
II.	**Total Development Cost**	See APPENDIX D - EXHIBIT II - TABLE 1		$81,229,000
III.	**Total Financial Impact**			($3,870,000)
	Stabilized Return on Total Investment	5.0%		
	% Market Rent Increase to Offset Impact	5.0% Market Rate Units		

[1] Based on the Developer Return estimated to be generated by the MARKET RATE ALTERNATIVE.

APPENDIX D - EXHIBIT III

PRO FORMA ANALYSIS
DENSITY @ 58 UNITS/ACRE - VERY LOW INCOME REQUIREMENT
TRANSIT VILLAGE 2 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX D - EXHIBIT III - TABLE 1

ESTIMATED DEVELOPMENT COSTS
DENSITY @ 58 UNITS/ACRE - VERY LOW INCOME REQUIREMENT
TRANSIT VILLAGE 2 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	174,240	Sf of Land	$25	/Sf of Land		$4,356,000
II.	**Direct Costs**	[2]						
	On-Site Improvements/Landscaping		174,240	Sf of Land	$20	/Sf of Land	$3,485,000	
	Parking	[3]						
	At-Grade Spaces		58	Spaces	$7,500	/Space	435,000	
	Covered & Enclosed Spaces		0	Spaces	$15,000	/Space	0	
	Above-Grade Spaces		0	Spaces	$20,000	/Space	0	
	Semi-Subterranean Spaces		267	Spaces	$35,000	/Space	9,345,000	
	Building Costs		184,880	Sf of GLA	$175	/Sf of GLA	32,354,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			9,124,000	
	Total Direct Costs		184,880	Sf of GLA	$296	/Sf of GLA		$54,743,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		8%	Direct Costs			$4,379,000	
	Public Permits & Fees	[5]	232	Units	$32,000	/Unit	7,424,000	
	Taxes, Insurance, Legal & Accounting		2%	Direct Costs			1,095,000	
	Marketing		232	Units	$5,000	/Unit	1,160,000	
	Developer Fee		5%	Direct Costs			2,737,000	
	Soft Cost Contingency Allowance		5%	Other Indirect Costs			840,000	
	Total Indirect Costs							$17,635,000
IV.	**Financing Costs**							
	Interest During Construction							
	Land	[6]	$4,091,200	Cost	5.0%	Avg Rate	$307,000	
	Construction	[7]	$76,880,000	Cost	5.0%	Avg Rate	3,460,000	
	Loan Origination Fees		60%	Loan to Cost	1.5	Points	731,000	
	Total Financing Costs							$4,498,000
V.	**Total Construction Cost**		232	Units	$331,000	/Unit		$76,876,000
	Total Development Cost		232	Units	$350,000	/Unit		$81,232,000

[1] Estimated in part based on a sales survey of properties located in Redlands.

[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.

[3] The parking ratios are based on the following standards imposed in the Specific Plan areas: studio units at 1.0 space; one-bedroom units at 1.0 space; two-bedroom units at 1.5 spaces; three-bedroom units at 2.0 spaces; and guest spaces at 0.25 spaces per unit.

[4] Includes contractors' fees, general requirements, profit and builder's risk insurance.

[5] Based on estimates presented in the City's adopted Housing Element for the period between 2021 and 2029.

[6] Based on am 18 month construction period after receipt of entitlements and a 100% average outstanding loan balance. Includes a $264,800 offset to reflect the carrying cost savings associated with the estimated property acquisition cost reduction.

[7] Based on an 18 month construction period, after receipt of entitlements, and a 60% average outstanding loan balance.

APPENDIX D - EXHIBIT III - TABLE 2

ESTIMATED STABILIZED NET OPERATING INCOME
DENSITY @ 58 UNITS/ACRE - VERY LOW INCOME REQUIREMENT
TRANSIT VILLAGE 2 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Income**						
	A. Market Rate Units	[1]					
	Studio Units		44	Units @	$2,090	/Unit/Month	$1,104,000
	One-Bedroom Units		110	Units @	$2,310	/Unit/Month	3,049,000
	Two-Bedroom Units		66	Units @	$2,880	/Unit/Month	2,281,000
	Three-Bedroom Units		0	Units @	$0	/Unit/Month	0
	B. Very Low Income	[2]					
	Studio Units		2	Units @	$635	/Unit/Month	15,000
	One-Bedroom Units		6	Units @	$716	/Unit/Month	52,000
	Two-Bedroom Units		4	Units @	$761	/Unit/Month	37,000
	Three-Bedroom Units		0	Units @	$804	/Unit/Month	0
	C. Laundry & Miscellaneous Income		232	Units @	$25	/Unit/Month	70,000
	Total Gross Income						$6,608,000
	Vacancy & Collection Allowance		5%	Gross Income			(330,000)
II.	**Effective Gross Income**						$6,278,000
III.	**Operating Expenses**						
	General Operating Expenses		232	Units @	$4,500	/Unit	$1,044,000
	Property Taxes	[3]	232	Units @	$4,800	/Unit	1,107,000
	Replacement Reserve Deposits		232	Units @	$150	/Unit	35,000
	Total Operating Expenses		232	Units @	$9,422	/Unit	($2,186,000)
IV.	**Stabilized Net Operating Income**						$4,092,000

[1] The weighted average monthly rent equates to $3.06 per square foot of leasable area.

[2] See APPENDIX B.

[3] The assessed value is estimated based on a 4.3% capitalization rate. The property tax rate is set at 1.15%.

APPENDIX D - EXHIBIT III - TABLE 3

FINANCIAL IMPACTS: INCLUSIONARY HOUSING REQUIREMENTS
DENSITY @ 58 UNITS/ACRE - VERY LOW INCOME REQUIREMENT
TRANSIT VILLAGE 2 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Supportable Investment**			
	Stabilized Net Operating Income	See APPENDIX D - EXHIBIT III - TABLE 2	$4,092,000	
	Threshold Return on Total Investment [1]		5.3%	
	Total Supportable Investment			$77,701,000
II.	**Total Development Cost**	See APPENDIX D - EXHIBIT III - TABLE 1		$81,232,000
III.	**Total Financial Impact**			($3,531,000)
	Stabilized Return on Total Investment	5.0%		
	% Market Rent Increase to Offset Impact	4.5% Market Rate Units		

[1] Based on the Developer Return estimated to be generated by the MARKET RATE ALTERNATIVE.

APPENDIX E

PRO FORMA ANALYSES
R-3 PROTOTYPES
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX E - EXHIBIT I

PRO FORMA ANALYSIS
DENSITY @ 27 UNITS/ACRE - MARKET RATE ALTERNATIVE
R-3 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX E - EXHIBIT I - TABLE 1

ESTIMATED DEVELOPMENT COSTS
DENSITY @ 27 UNITS/ACRE - MARKET RATE ALTERNATIVE
R-3 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	217,800	Sf of Land	$15	/Sf of Land		$3,267,000
II.	**Direct Costs**	[2]						
	On-Site Improvements/Landscaping		217,800	Sf of Land	$20	/Sf of Land	$4,356,000	
	Parking	[3]						
	At-Grade Spaces		153	Spaces	$7,500	/Space	1,148,000	
	Covered & Enclosed Spaces		135	Spaces	$15,000	/Space	2,025,000	
	Above-Grade Spaces		0	Spaces	$20,000	/Space	0	
	Semi-Subterranean Spaces		0	Spaces	$35,000	/Space	0	
	Building Costs		117,250	Sf of GLA	$150	/Sf of GLA	17,588,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			5,023,000	
	Total Direct Costs		117,250	Sf of GLA	$257	/Sf of GLA		$30,140,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		8%	Direct Costs			$2,411,000	
	Public Permits & Fees	[5]	135	Units	$32,000	/Unit	4,320,000	
	Taxes, Insurance, Legal & Accounting		2%	Direct Costs			603,000	
	Marketing		135	Units	$5,000	/Unit	675,000	
	Developer Fee		5.0%	Direct Costs			1,507,000	
	Soft Cost Contingency Allowance		5%	Other Indirect Costs			476,000	
	Total Indirect Costs							$9,992,000
IV.	**Financing Costs**							
	Interest During Construction							
	Land	[6]	$3,267,000	Cost	5.0%	Avg Rate	$245,000	
	Construction	[7]	$42,713,000	Cost	5.0%	Avg Rate	1,922,000	
	Loan Origination Fees		60%	Loan to Cost	1.5	Points	414,000	
	Total Financing Costs							$2,581,000
V.	**Total Construction Cost**		135	Units	$316,000	/Unit		$42,713,000
	Total Development Cost		135	Units	$341,000	/Unit		$45,980,000

[1] Estimated in part based on a sales survey of properties located in Redlands.
[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.
[3] The parking ratios are based on the following standards imposed by the Municipal Code: studio units at 1.0 space; one-bedroom units at 1.5 spaces; two-bedroom units at 2.0 spaces; three-bedroom units at 2.5 spaces; and guest spaces at 0.25 spaces per unit.
[4] Includes contractors' fees, general requirements, profit and builder's risk insurance.
[5] Based on estimates presented in the City's adopted Housing Element for the period between 2021 and 2029.
[6] Based on an 18 month construction period, after receipt of entitlements, and a 100% average outstanding loan balance.
[7] Based on an 18 month construction period, after receipt of entitlements, and a 60% average outstanding loan balance.

APPENDIX E - EXHIBIT I - TABLE 2

ESTIMATED STABILIZED NET OPERATING INCOME
DENSITY @ 27 UNITS/ACRE - MARKET RATE ALTERNATIVE
R-3 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Income**						
	A. Market Rate Units	[1]					
	Studio Units		0	Units @	$0	/Unit/Month	$0
	One-Bedroom Units		47	Units @	$2,100	/Unit/Month	1,184,000
	Two-Bedroom Units		74	Units @	$2,250	/Unit/Month	1,998,000
	Three-Bedroom Units		14	Units @	$2,630	/Unit/Month	442,000
	B. Laundry & Miscellaneous Income		135	Units @	$25	/Unit/Month	41,000
	Total Gross Income						$3,665,000
	Vacancy & Collection Allowance		5%	Gross Income			(183,000)
II.	**Effective Gross Income**						$3,482,000
III.	**Operating Expenses**						
	General Operating Expenses		135	Units @	$4,500	/Unit	$608,000
	Property Taxes	[2]	135	Units @	$4,500	/Unit	608,000
	Replacement Reserve Deposits		135	Units @	$150	/Unit	20,000
	Total Operating Expenses						($1,236,000)
IV.	**Stabilized Net Operating Income**						$2,246,000

[1] The weighted average monthly rent equates to $2.58 per square foot of leasable area.

[2] The assessed value is estimated based on a 4.3% capitalization rate. The property tax rate is set at 1.15%.

APPENDIX E - EXHIBIT I - TABLE 3

ESTIMATED DEVELOPER RETURN
DENSITY @ 27 UNITS/ACRE - MARKET RATE ALTERNATIVE
R-3 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Stabilized Net Operating Income**	See APPENDIX E - EXHIBIT I - TABLE 2	$2,246,000
II.	**Total Development Cost**	See APPENDIX E - EXHIBIT I - TABLE 1	$45,980,000
III.	**Stabilized Return on Total Investment**		4.9%

APPENDIX E - EXHIBIT II

PRO FORMA ANALYSIS
DENSITY @ 27 UNITS/ACRE - LOW INCOME REQUIREMENT
R-3 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX E - EXHIBIT II - TABLE 1

ESTIMATED DEVELOPMENT COSTS
DENSITY @ 27 UNITS/ACRE - LOW INCOME REQUIREMENT
R-3 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	217,800	Sf of Land	$15	/Sf of Land		$3,267,000
II.	**Direct Costs**	[2]						
	On-Site Improvements/Landscaping		217,800	Sf of Land	$20	/Sf of Land	$4,356,000	
	Parking	[3]						
	At-Grade Spaces		153	Spaces	$7,500	/Space	1,148,000	
	Covered & Enclosed Spaces		135	Spaces	$15,000	/Space	2,025,000	
	Above-Grade Spaces		0	Spaces	$20,000	/Space	0	
	Semi-Subterranean Spaces		0	Spaces	$35,000	/Space	0	
	Building Costs		117,250	Sf of GLA	$150	/Sf of GLA	17,588,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			5,023,000	
	Total Direct Costs		117,250	Sf of GLA	$257	/Sf of GLA		$30,140,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		8%	Direct Costs			$2,411,000	
	Public Permits & Fees	[5]	135	Units	$32,000	/Unit	4,320,000	
	Taxes, Insurance, Legal & Accounting		2%	Direct Costs			603,000	
	Marketing		135	Units	$5,000	/Unit	675,000	
	Developer Fee		5%	Direct Costs			1,507,000	
	Soft Cost Contingency Allowance		5%	Other Indirect Costs			476,000	
	Total Indirect Costs							$9,992,000
IV.	**Financing Costs**							
	Interest During Construction							
	Land	[6]	$3,118,900	Cost	5.0%	Avg Rate	$234,000	
	Construction	[7]	$42,702,000	Cost	5.0%	Avg Rate	1,922,000	
	Loan Origination Fees		60%	Loan to Cost	1.5	Points	414,000	
	Total Financing Costs							$2,570,000
V.	**Total Construction Cost**		135	Units	$316,000	/Unit		$42,702,000
	Total Development Cost		135	Units	$341,000	/Unit		$45,969,000

[1] Estimated in part based on a sales survey of properties located in Redlands.

[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.

[3] The parking ratios are based on the following standards imposed by the Municipal Code: studio units at 1.0 space; one-bedroom units at 1.5 spaces; two-bedroom units at 2.0 spaces; three-bedroom units at 2.5 spaces; and guest spaces at 0.25 spaces per unit.

[4] Includes contractors' fees, general requirements, profit and builder's risk insurance.

[5] Based on estimates presented in the City's adopted Housing Element for the period between 2021 and 2029.

[6] Based on am 18 month construction period after receipt of entitlements and a 100% average outstanding loan balance. Includes a $148,100 offset to reflect the carrying cost savings associated with the estimated property acquisition cost reduction.

[7] Based on an 18 month construction period, after receipt of entitlements, and a 60% average outstanding loan balance.

APPENDIX E - EXHIBIT II - TABLE 2

ESTIMATED STABILIZED NET OPERATING INCOME
DENSITY @ 27 UNITS/ACRE - LOW INCOME REQUIREMENT
R-3 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Income**						
	A. Market Rate Units	[1]					
	Studio Units		0	Units @	$0	/Unit/Month	$0
	One-Bedroom Units		43	Units @	$2,100	/Unit/Month	1,084,000
	Two-Bedroom Units		67	Units @	$2,250	/Unit/Month	1,809,000
	Three-Bedroom Units		13	Units @	$2,630	/Unit/Month	410,000
	B. Low Income	[2]					
	Studio Units		0	Units @	$1,094	/Unit/Month	0
	One-Bedroom Units		4	Units @	$1,240	/Unit/Month	60,000
	Two-Bedroom Units		7	Units @	$1,351	/Unit/Month	113,000
	Three-Bedroom Units		1	Unit @	$1,459	/Unit/Month	18,000
	C. Laundry & Miscellaneous Income		135	Units @	$25	/Unit/Month	41,000
	Total Gross Income						$3,535,000
	Vacancy & Collection Allowance		5%	Gross Income			(177,000)
II.	**Effective Gross Income**						$3,358,000
III.	**Operating Expenses**						
	General Operating Expenses		135	Units @	$4,500	/Unit	$608,000
	Property Taxes	[3]	135	Units @	$4,300	/Unit	581,000
	Replacement Reserve Deposits		135	Units @	$150	/Unit	20,000
	Total Operating Expenses		135	Units @	$8,956	/Unit	($1,209,000)
IV.	**Stabilized Net Operating Income**						$2,149,000

[1] The weighted average monthly rent equates to $2.58 per square foot of leasable area.

[2] See APPENDIX B.

[3] The assessed value is estimated based on a 4.3% capitalization rate. The property tax rate is set at 1.15%.

APPENDIX E - EXHIBIT II - TABLE 3

FINANCIAL IMPACTS: INCLUSIONARY HOUSING REQUIREMENTS
DENSITY @ 27 UNITS/ACRE - LOW INCOME REQUIREMENT
R-3 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Supportable Investment**				
	Stabilized Net Operating Income	See APPENDIX E - EXHIBIT II - TABLE 2	$2,149,000		
	Threshold Return on Total Investment [1]		4.9%		
	Total Supportable Investment			$43,994,000	
II.	**Total Development Cost**	See APPENDIX E - EXHIBIT II - TABLE 1		$45,969,000	
III.	**Total Financial Impact**				($1,975,000)
	Stabilized Return on Total Investment	4.7%			
	% Market Rent Increase to Offset Impact	4.4% Market Rate Units			

[1] Based on the Developer Return estimated to be generated by the MARKET RATE ALTERNATIVE.

APPENDIX E - EXHIBIT III

PRO FORMA ANALYSIS
DENSITY @ 27 UNITS/ACRE - VERY LOW INCOME REQUIREMENT
R-3 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX E - EXHIBIT III - TABLE 1

ESTIMATED DEVELOPMENT COSTS
DENSITY @ 27 UNITS/ACRE - VERY LOW INCOME REQUIREMENT
R-3 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	217,800	Sf of Land	$15	/Sf of Land		$3,267,000
II.	**Direct Costs**	[2]						
	On-Site Improvements/Landscaping		217,800	Sf of Land	$20	/Sf of Land	$4,356,000	
	Parking	[3]						
	At-Grade Spaces		153	Spaces	$7,500	/Space	1,148,000	
	Covered & Enclosed Spaces		135	Spaces	$15,000	/Space	2,025,000	
	Above-Grade Spaces		0	Spaces	$20,000	/Space	0	
	Semi-Subterranean Spaces		0	Spaces	$35,000	/Space	0	
	Building Costs		117,250	Sf of GLA	$150	/Sf of GLA	17,588,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			5,023,000	
	Total Direct Costs		117,250	Sf of GLA	$257	/Sf of GLA		$30,140,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		8%	Direct Costs			$2,411,000	
	Public Permits & Fees	[5]	135	Units	$32,000	/Unit	4,320,000	
	Taxes, Insurance, Legal & Accounting		2%	Direct Costs			603,000	
	Marketing		135	Units	$5,000	/Unit	675,000	
	Developer Fee		5%	Direct Costs			1,507,000	
	Soft Cost Contingency Allowance		5%	Other Indirect Costs			476,000	
	Total Indirect Costs							$9,992,000
IV.	**Financing Costs**							
	Interest During Construction							
	Land	[6]	$3,105,100	Cost	5.0%	Avg Rate	$233,000	
	Construction	[7]	$42,701,000	Cost	5.0%	Avg Rate	1,922,000	
	Loan Origination Fees		60%	Loan to Cost	1.5	Points	414,000	
	Total Financing Costs							$2,569,000
V.	**Total Construction Cost**		135	Units	$316,000	/Unit		$42,701,000
	Total Development Cost		135	Units	$341,000	/Unit		$45,968,000

[1] Estimated in part based on a sales survey of properties located in Redlands.

[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.

[3] The parking ratios are based on the following standards imposed by the Municipal Code: studio units at 1.0 space; one-bedroom units at 1.5 spaces; two-bedroom units at 2.0 spaces; three-bedroom units at 2.5 spaces; and guest spaces at 0.25 spaces per unit.

[4] Includes contractors' fees, general requirements, profit and builder's risk insurance.

[5] Based on estimates presented in the City's adopted Housing Element for the period between 2021 and 2029.

[6] Based on am 18 month construction period after receipt of entitlements and a 100% average outstanding loan balance. Includes a $161,900 offset to reflect the carrying cost savings associated with the estimated property acquisition cost reduction.

[7] Based on an 18 month construction period, after receipt of entitlements, and a 60% average outstanding loan balance.

APPENDIX E - EXHIBIT III - TABLE 2

ESTIMATED STABILIZED NET OPERATING INCOME
DENSITY @ 27 UNITS/ACRE - VERY LOW INCOME REQUIREMENT
R-3 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Income**						
	A. Market Rate Units	[1]					
	Studio Units		0	Units @	$0	/Unit/Month	$0
	One-Bedroom Units		44	Units @	$2,100	/Unit/Month	1,109,000
	Two-Bedroom Units		70	Units @	$2,250	/Unit/Month	1,890,000
	Three-Bedroom Units		13	Units @	$2,630	/Unit/Month	410,000
	B. Very Low Income	[2]					
	Studio Units		0	Units @	$635	/Unit/Month	0
	One-Bedroom Units		3	Units @	$716	/Unit/Month	26,000
	Two-Bedroom Units		4	Units @	$761	/Unit/Month	37,000
	Three-Bedroom Units		1	Unit @	$804	/Unit/Month	10,000
	C. Laundry & Miscellaneous Income		135	Units @	$25	/Unit/Month	41,000
	Total Gross Income						$3,523,000
	Vacancy & Collection Allowance		5%	Gross Income			(176,000)
II.	**Effective Gross Income**						$3,347,000
III.	**Operating Expenses**						
	General Operating Expenses		135	Units @	$4,500	/Unit	$608,000
	Property Taxes	[3]	135	Units @	$4,300	/Unit	579,000
	Replacement Reserve Deposits		135	Units @	$150	/Unit	20,000
	Total Operating Expenses		135	Units @	$8,941	/Unit	($1,207,000)
IV.	**Stabilized Net Operating Income**						$2,140,000

[1] The weighted average monthly rent equates to $2.58 per square foot of leasable area.

[2] See APPENDIX B.

[3] The assessed value is estimated based on a 4.3% capitalization rate. The property tax rate is set at 1.15%.

APPENDIX E - EXHIBIT III - TABLE 3

FINANCIAL IMPACTS: INCLUSIONARY HOUSING REQUIREMENTS
DENSITY @ 27 UNITS/ACRE - VERY LOW INCOME REQUIREMENT
R-3 PROTOTYPE
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Supportable Investment**			
	Stabilized Net Operating Income	See APPENDIX E - EXHIBIT III - TABLE 2	$2,140,000	
	Threshold Return on Total Investment [1]		4.9%	
	Total Supportable Investment			$43,810,000
II.	**Total Development Cost**	See APPENDIX E - EXHIBIT III - TABLE 1		$45,968,000
III.	**Total Financial Impact**			($2,158,000)
	Stabilized Return on Total Investment	4.7%		
	% Market Rent Increase to Offset Impact	4.6% Market Rate Units		

[1] Based on the Developer Return estimated to be generated by the MARKET RATE ALTERNATIVE.

ATTACHMENT 4

OWNERSHIP HOUSING DEVELOPMENT
CITYWIDE ANALYSIS
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX A

HOME SALES SURVEY
OWNERSHIP HOUSING DEVELOPMENT
CITYWIDE ANALYSIS
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX A

RESALE HOME SALES SURVEY [1]
OWNERSHIP HOUSING DEVELOPMENT - CITYWIDE ANALYSIS
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

Address			Unit Size (SF)	Sales Price Total	Sales Price Per SF	Year Built
I. Townhomes and Condominiums						
Two-Bedroom Units						
93 Kansas St #407	Redlands	92373	1,070	$375,000	$350	2006
93 Kansas St #102	Redlands	92373	1,070	$381,000	$356	2006
93 Kansas St #302	Redlands	92373	1,070	$377,860	$353	2006
93 Kansas St #203	Redlands	92373	1,010	$425,000	$421	2006
1510 Orange Ave #405	Redlands	92373	1,306	$470,000	$360	2012
Minimum			1,010	$375,000	$350	2006
Maximum			1,306	$470,000	$421	2012
Average			1,105	$405,800	$367	2007
Three-Bedroom Units						
93 Kansas St #301	Redlands	92373	1,451	$495,000	$341	2006
93 Kansas St #701	Redlands	92373	1,451	$398,500	$275	2007
93 Kansas St #501	Redlands	92373	1,451	$490,000	$338	2007
1510 Orange Ave #1106	Redlands	92373	1,600	$475,500	$297	2011
1510 Orange Ave #1005	Redlands	92373	1,600	$485,000	$303	2012
1200 E Highland Ave #208	Redlands	92374	1,730	$454,000	$262	2007
Minimum			1,451	$398,500	$262	2006
Maximum			1,730	$495,000	$341	2012
Average			1,547	$466,300	$301	2008
II. Single Family Homes						
Three-Bedroom Units						
918 Lawton St	Redlands	92374	1,200	$540,000	$450	2019
1018 Lawton St	Redlands	92374	1,289	$475,000	$369	2021
926 Herald St	Redlands	92374	1,370	$535,000	$391	2017
1459 Galway Ave	Redlands	92374	1,627	$515,990	$317	2020
1442 Galway Ave	Redlands	92374	1,627	$528,990	$325	2020
1490 Galway Ave	Redlands	92374	1,627	$502,990	$309	2020
1499 Shannon Ave	Redlands	92374	1,627	$647,821	$398	2021
1483 Shannon Ave	Redlands	92374	1,627	$623,797	$383	2021
1475 Claire Ave	Redlands	92374	1,627	$644,857	$396	2021
1710 Camellia Ln	Redlands	92374	1,864	$532,450	$286	2022
1676 Camellia Ln	Redlands	92374	1,864	$581,175	$312	2022
1696 Camellia Ln	Redlands	92374	1,864	$536,990	$288	2022
2060 Clementine St	Redlands	92374	1,940	$675,000	$348	2017
2065 Clementine St	Redlands	92374	1,940	$615,000	$317	2017
2010 Desert Lime Ct	Redlands	92374	1,940	$672,000	$346	2017
1890 Clementine St	Redlands	92374	1,940	$688,000	$355	2017
915 Dahlia	Redlands	92374	1,949	$675,000	$346	2022
943 Dahlia Ave	Redlands	92374	1,949	$667,888	$343	2022
Minimum			1,200	$475,000	$286	2017
Maximum			1,949	$688,000	$450	2022
Average			1,715	$592,100	$345	2020

APPENDIX A

RESALE HOME SALES SURVEY [1]
OWNERSHIP HOUSING DEVELOPMENT - CITYWIDE ANALYSIS
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

Address			Unit Size (SF)	Sales Price		Year Built
				Total	Per SF	
			Four-Bedroom Units			
906 Lawton St	Redlands	92374	1,430	$550,000	$385	2022
1410 Galway	Redlands	92374	1,853	$549,835	$297	2020
1434 Claire Ave	Redlands	92374	1,853	$594,335	$321	2020
1450 Claire Ave	Redlands	92374	1,853	$600,270	$324	2021
1443 Claire	Redlands	92374	1,853	$576,070	$311	2021
31040 Sutherland Dr	Redlands	92373	2,191	$900,000	$411	2018
1450 Galway Ave	Redlands	92374	2,227	$528,990	$238	2020
1499 Galway Ave	Redlands	92374	2,227	$521,990	$234	2020
1498 Galway Ave	Redlands	92374	2,227	$495,990	$223	2020
1426 Galway Ave	Redlands	92374	2,227	$567,700	$255	2020
1451 Galway Ave	Redlands	92374	2,227	$571,035	$256	2020
1451 Claire Ave	Redlands	92374	2,227	$589,990	$265	2021
1482 Galway Ave	Redlands	92374	2,227	$545,990	$245	2021
26634 Fino Ct	Redlands	92373	2,386	$836,000	$350	2019
1652 Penny Ln	Redlands	92374	2,397	$922,000	$385	2018
1998 Clementine St	Redlands	92374	2,409	$699,900	$291	2017
842 Royal Knight Trl	Redlands	92374	2,449	$633,190	$259	2022
1825 Montecito	Redlands	92374	2,650	$680,000	$257	2020
1459 Shane Ct	Redlands	92374	2,726	$812,500	$298	2019
1580 Adeline Ave	Redlands	92374	2,741	$715,000	$261	2018
2005 Clementine St	Redlands	92374	2,810	$705,000	$251	2017
1895 Clementine St	Redlands	92374	2,810	$670,000	$238	2017
1744 Sunny Heights Ln	Redlands	92374	2,877	$677,056	$235	2022
1683 Lucas Ln	Redlands	92374	2,924	$800,000	$274	2019
1462 Elliott Ct	Redlands	92374	3,090	$910,000	$294	2019
1475 Lucas Ln	Redlands	92374	3,152	$950,000	$301	2018
1815 Clementine St	Redlands	92374	3,163	$785,000	$248	2017
Minimum			1,430	$495,990	$223	2017
Maximum			3,163	$950,000	$411	2022
Average			2,415	$681,000	$282	2019

APPENDIX A

RESALE HOME SALES SURVEY [1]
OWNERSHIP HOUSING DEVELOPMENT - CITYWIDE ANALYSIS
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

Address			Unit Size (SF)	Sales Price Total	Sales Price Per SF	Year Built
			Five-Bedroom Units			
1721 Camellia Ln	Redlands	92374	2,010	$555,990	$277	2022
1459 Shannon Ave	Redlands	92374	2,537	$798,990	$315	2019
1475 Galway Ave	Redlands	92374	2,537	$675,000	$266	2020
1447 Wicklow	Redlands	92374	2,537	$670,000	$264	2020
1495 Wicklow Ave	Redlands	92374	2,537	$562,970	$222	2020
1458 Galway Ave	Redlands	92374	2,537	$574,410	$226	2020
1504 Galway Ave	Redlands	92374	2,537	$565,505	$223	2020
1434 Galway Ave	Redlands	92374	2,537	$540,990	$213	2020
1506 Shannon Ave	Redlands	92374	2,537	$731,272	$288	2021
1426 Claire Ave	Redlands	92374	2,537	$576,990	$227	2021
1499 Claire Ave	Redlands	92374	2,537	$627,490	$247	2021
1488 Claire Ave	Redlands	92374	2,537	$620,990	$245	2021
1454 Shane Ct	Redlands	92374	2,726	$870,000	$319	2019
1827 Montecito	Redlands	92374	2,908	$650,500	$224	2020
26553 Citrus Ave	Redlands	92373	3,152	$695,000	$220	2018
1826 Montecito Ln	Redlands	92374	3,167	$840,000	$265	2020
1814 Pansy Ct	Redlands	92374	3,297	$955,000	$290	2019
1630 Camden Ct	Redlands	92374	3,306	$745,000	$225	2017
10985 Sunny Cove Ct	Redlands	92373	3,320	$890,000	$268	2018
138 Jacinto Ranches Ln	Redlands	92374	3,462	$1,001,000	$289	2020
1611 Penny Ln	Redlands	92374	3,966	$835,000	$211	2018
1685 Halsey St	Redlands	92373	4,004	$1,695,000	$423	2020
Minimum			2,010	$540,990	$211	2017
Maximum			4,004	$1,695,000	$423	2022
Average			2,874	$758,000	$264	2020

[1] Source: Redfin. Based on townhomes/condominiums built after 2005 and single family homes built after 2017. The sales occurred between January 2021 and December 2022.

APPENDIX B

AFFORDABLE SALES PRICE CALCULATIONS
OWNERSHIP HOUSING DEVELOPMENT
CITYWIDE ANALYSIS
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX B - EXHIBIT I

AFFORDABLE SALES PRICE CALCULATIONS [1]
TOWNHOME PROTOTYPE
MODERATE INCOME - 2022 INCOME STANDARDS
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

		Two-Bedroom Units	Three-Bedroom Units
I.	**General Assumptions**		
	Benchmark Household Size [2]	3	4
	Area Median Income [3]	$78,650	$87,400
	Annual Utilities Allowance [4]	$5,520	$6,996
	HOA, Maintenance & Insurance [5]	$2,760	$3,000
II.	**Calculations**		
	A. Income Allotted to Housing Based on 110% AMI		
	Benchmark Annual Household Income	$86,515	$96,140
	Income Allotted to Housing @ 35% of Income	$30,280	$33,650
	B. Property Taxes @ 1.15% of Affordable Sales Price	$3,130	$3,360
	C. Income Available for Mortgage Debt Service [6]	$18,870	$20,294
	D. Affordable Sales Price		
	Supportable Mtg @ 6.14% Interest [7]	$258,400	$277,900
	Home Buyer Down Payment @ 5% of ASP	13,600	14,600
	Affordable Sales Price	$272,000	$292,500

[1] The Affordable Sales Price calculations are based on the California Health and Safety Code Section 50052.5 methodology.

[2] Under the California Health & Safety Code Section 50052.5 calculation methodology, the "family size appropriate for the unit" benchmark is set at the number of bedrooms in the unit plus one. This benchmark is used solely for the purposes of calculating the Affordable Sales Price. It is neither an occupancy cap nor a floor.

[3] Based on 2022 San Bernardino County household incomes published by the California Department of Housing & Community Development (HCD).

[4] Utilities allowances are based on the Housing Authority of the County of San Bernardino utility allowance schedule for detached homes effective as of 12/1/22. Assumes: Electric Heating, Electric Cooking, Electric Water Heater, Basic Electric, Air Conditioning, Water, Sewer; and Trash.

[5] Based in part on the HOA dues identified in the home sales survey presented in APPENDIX A.

[6] Based on the Income Allotted to Housing minus the following: Annual Utilities Allowance; HOA, Maintenance & Insurance; and Property Taxes @ 1.15% of Affordable Sales Price.

[7] Based on a 100 basis points premium applied to the Freddie Mac monthly average, between January 2022 and December 2022, for a fixed-interest rate loan with a 30-year amortization period.

APPENDIX B - EXHIBIT II

AFFORDABLE SALES PRICE CALCULATIONS [1]
DETACHED SINGLE FAMILY HOME PROTOTYPE
MODERATE INCOME - 2022 INCOME STANDARDS
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

			Three-Bedroom Units	Four-Bedroom Units	Five-Bedroom Units
I.	**General Assumptions**				
	Benchmark Household Size	[2]	4	5	6
	Area Median Income	[3]	$87,400	$94,400	$101,400
	Annual Utilities Allowance	[4]	$6,996	$8,472	$9,948
	Maintenance & Insurance	[5]	$5,400	$6,000	$6,600
II.	**Calculations**				
	A. Income Allotted to Housing Based on 110% AMI				
	Benchmark Annual Household Income		$96,140	$103,840	$111,540
	Income Allotted to Housing @ 35% of Income		$33,650	$36,340	$39,040
	B. Property Taxes @ 1.15% of Affordable Sales Price		$3,020	$3,110	$3,200
	C. Income Available for Mortgage Debt Service	[6]	$18,234	$18,758	$19,292
	D. Affordable Sales Price				
	Supportable Mtg @ 6.14% Interest	[7]	$249,700	$256,900	$264,200
	Home Buyer Down Payment @ 5% of ASP		13,100	13,500	13,900
	Affordable Sales Price		$262,800	$270,400	$278,100

[1] The Affordable Sales Price calculations are based on the California Health and Safety Code Section 50052.5 methodology.

[2] Under the California Health & Safety Code Section 50052.5 calculation methodology, the "family size appropriate for the unit" benchmark is set at the number of bedrooms in the unit plus one. This benchmark is used solely for the purposes of calculating the Affordable Sales Price. It is neither an occupancy cap nor a floor.

[3] Based on 2022 San Bernardino County household incomes published by the California Department of Housing & Community Development (HCD).

[4] Utilities allowances are based on the Housing Authority of the County of San Bernardino utility allowance schedule for detached homes effective as of 12/1/22. Assumes: Electric Heating, Electric Cooking, Electric Water Heater, Basic Electric, Air Conditioning, Water,

[5] Based in part on the HOA dues identified in the home sales survey presented in APPENDIX A.

[6] Based on the Income Allotted to Housing minus the following: Annual Utilities Allowance; HOA, Maintenance & Insurance; and Property Taxes @ 1.15% of Affordable Sales Price.

[7] Based on a 100 basis points premium applied to the Freddie Mac monthly average, between January 2022 and December 2022, for a fixed-interest rate loan with a 30-year amortization period.

APPENDIX C

PRO FORMA ANALYSES
CITYWIDE TOWNHOME PROTOTYPE
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX C - EXHIBIT I

PRO FORMA ANALYSIS
MARKET RATE ALTERNATIVE
CITYWIDE TOWNHOME PROTOTYPE
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX C - EXHIBIT I - TABLE 1

ESTIMATED DEVELOPMENT COSTS
MARKET RATE ALTERNATIVE
CITYWIDE TOWNHOME PROTOTYPE
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	174,240	Sf of Land	$15	/Sf of Land		$2,614,000
II.	**Direct Costs**	[2]						
	On- and Off-Site Improvements		174,240	Sf of Land	$20	/Sf of Land	$3,485,000	
	Parking	[3]	50	Spaces	$0	/Space	0	
	Building Costs		103,600	Sf of GBA	$150	/Sf of GBA	15,540,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			3,805,000	
	Total Direct Costs							$22,830,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		6.0%	Direct Costs			$1,370,000	
	Public Permits & Fees	[5]	72	Units	$47,200	/Unit	3,398,000	
	Taxes, Insurance, Legal & Accounting		1.5%	Direct Costs			342,000	
	Marketing		72	Units	$5,000	/Unit	360,000	
	Developer Fee		3.0%	Gross Sales Revenue			1,163,000	
	Soft Cost Contingency Allowance		5.0%	Other Indirect Costs			332,000	
	Total Indirect Costs							$6,965,000
IV.	**Financing Costs**							
	Interest During Construction	[6]					$1,255,000	
	Loan Origination Fees		60.0%	Loan to Cost	1.5	Points	292,000	
	Total Financing Costs							$1,547,000
V.	**Total Construction Cost**		72	Units	$435,000	/Unit		$31,342,000
	Total Development Cost		72	Units	$472,000	/Unit		$33,956,000

[1] Estimated in part based on the survey presented in APPENDIX A - EXHIBIT I.

[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.

[3] Assumes that the required parking is provided in attached garages.

[4] Includes contractors' fees, general requirements, builder's risk insurance and a direct cost contingency allowance.

[5] Based on estimates presented in the February 2022 draft Housing Element.

[6] Assumes a 5.0% interest cost for debt; an 18 month construction period after receipt of entitlements; a 10 month absorption period; 30% of the units are presold and close during first month after completion; and 1.5 points for loan origination fees.

APPENDIX C - EXHIBIT I - TABLE 2

PROJECTED NET SALES REVENUE
MARKET RATE ALTERNATIVE
CITYWIDE TOWNHOME PROTOTYPE
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Sales Revenue** [1]					
	Two-Bedroom Units	47	Units @	$525,000 /Unit	$24,675,000	
	Three-Bedroom Units	25	Units @	$564,000 /Unit	14,100,000	
	Total Gross Sales Revenue					$38,775,000
II.	**Cost of Sales**					
	Commissions	3.0%	Gross Sales Revenue		$1,163,000	
	Closing	2.0%	Gross Sales Revenue		776,000	
	Warranty	0.5%	Gross Sales Revenue		194,000	
	Total Cost of Sales					($2,133,000)
III.	**Net Revenue**					$36,642,000

[1] Estimated in part based on the survey presented in APPENDIX A. The weighted average sales price equates to $374 per square foot of saleable area.

APPENDIX C - EXHIBIT I - TABLE 3

PROJECTED DEVELOPER PROFIT
MARKET RATE ALTERNATIVE
CITYWIDE TOWNHOME PROTOTYPE
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Net Revenue**	See APPENDIX C - EXHIBIT I - TABLE 2	$36,642,000
II.	**Total Development Cost**	See APPENDIX C - EXHIBIT I - TABLE 1	$33,956,000
III.	**Developer Profit**	7.9% Total Development Cost	$2,686,000

APPENDIX C - EXHIBIT II

PRO FORMA ANALYSIS
MODERATE INCOME REQUIREMENT
CITYWIDE TOWNHOME PROTOTYPE
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX C - EXHIBIT II - TABLE 1

ESTIMATED DEVELOPMENT COSTS
CITYWIDE TOWNHOME PROTOTYPE
MODERATE INCOME REQUIREMENT
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	174,240	Sf of Land	$15	/Sf of Land		$2,614,000
II.	**Direct Costs**	[2]						
	On- and Off-Site Improvements		174,240	Sf of Land	$20	/Sf of Land	$3,485,000	
	Parking	[3]	50	Spaces	$0	/Space	0	
	Building Costs		103,600	Sf of GBA	$150	/Sf of GBA	15,540,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			3,805,000	
	Total Direct Costs							$22,830,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		6.0%	Direct Costs			$1,370,000	
	Public Permits & Fees	[5]	72	Units	$47,200	/Unit	3,398,000	
	Taxes, Insurance, Legal & Accounting		1.5%	Direct Costs			342,000	
	Marketing		72	Units	$5,000	/Unit	360,000	
	Developer Fee	[6]	72	Units	$16,153	/Unit	1,163,000	
	Soft Cost Contingency Allowance		5.0%	Other Indirect Costs			332,000	
	Total Indirect Costs							$6,965,000
IV.	**Financing Costs**							
	Interest During Construction	[7]					$1,192,000	
	Loan Origination Fees		60.0%	Loan to Cost	1.5	Points	283,000	
	Total Financing Costs							$1,475,000
V.	**Total Construction Cost**		72	Units	$434,000	/Unit		$31,270,000
	Total Development Cost		72	Units	$471,000	/Unit		$33,884,000

[1] Estimated in part based on the survey presented in APPENDIX A - EXHIBIT I.

[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.

[3] Assumes that the required parking is provided in attached garages.

[4] Includes contractors' fees, general requirements, builder's risk insurance and a direct cost contingency allowance.

[5] Based on estimates presented in the February 2022 draft Housing Element.

[6] Based on the Developer Fee per unit generated by the MARKET RATE ALTERNATIVE

[7] Assumes a 5.0% interest cost for debt; an 18 month construction period after receipt of entitlements; a 9 month absorption period; 30% of the units are presold and close during first month after completion; and 1.5 points for loan origination fees.

APPENDIX C - EXHIBIT II - TABLE 2

PROJECTED NET SALES REVENUE
CITYWIDE TOWNHOME PROTOTYPE
MODERATE INCOME REQUIREMENT
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Sales Revenue**					
	Market Rate Units	[1]				
	Two-Bedroom Units		45 Units @	$525,000 /Unit	$23,625,000	
	Three-Bedroom Units		23 Units @	$564,000 /Unit	12,972,000	
	Moderate Income Units	[2]				
	Two-Bedroom Units		2 Units @	$272,000 /Unit	544,000	
	Three-Bedroom Units		2 Units @	$292,500 /Unit	585,000	
	Total Gross Sales Revenue					$37,726,000
II.	**Cost of Sales**					
	Commissions		3.0% Gross Sales Revenue		$1,132,000	
	Closing		2.0% Gross Sales Revenue		755,000	
	Warranty		0.5% Gross Sales Revenue		189,000	
	Total Cost of Sales					($2,076,000)
III.	**Net Revenue**					$35,650,000

[1] Estimated in part based on the survey presented in APPENDIX A. The weighted average sales price equates to $375 per square foot of saleable area.

[2] See APPENDIX B.

APPENDIX C - EXHIBIT II - TABLE 3

FINANCIAL IMPACTS: INCLUSIONARY HOUSING REQUIREMENTS
CITYWIDE TOWNHOME PROTOTYPE
MODERATE INCOME REQUIREMENT
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Funds Available for Development Costs**				
	Net Revenue		See APPENDIX C - EXHIBIT II - TABLE 2	$35,650,000	
	(Less) Threshold Developer Profit	[1]	7.9% Total Development Cost	($2,680,000)	
	Total Funds Available for Development Costs				$32,970,000
II.	**Total Development Cost**		See APPENDIX C - EXHIBIT II - TABLE 1		$33,884,000
III.	**Total Financial Impact**				($914,000)
	Developer Profit		5.2% Total Development Cost		
	% Price Increase to Offset Impact		2.5% Market Rate Units		

[1] Based on the profit as a percentage of Total Development Cost estimated to be generated by the MARKET RATE ALTERNATIVE.

APPENDIX D

PRO FORMA ANALYSES
CITYWIDE DETACHED SINGLE FAMILY HOME PROTOTYPE
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX D - EXHIBIT I

PRO FORMA ANALYSIS
MARKET RATE ALTERNATIVE
CITYWIDE DETACHED SINGLE FAMILY HOME PROTOTYPE
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX D - EXHIBIT I - TABLE 1

ESTIMATED DEVELOPMENT COSTS
MARKET RATE ALTERNATIVE
CITYWIDE DETACHED SINGLE FAMILY HOME PROTOTYPE
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	435,600	Sf of Land	$15	/Sf of Land		$6,534,000
II.	**Direct Costs**	[2]						
	On- and Off-Site Improvements		435,600	Sf of Land	$25	/Sf of Land	$10,890,000	
	Parking	[3]	120	Spaces	$0	/Space	0	
	Building Costs		142,200	Sf of GBA	$135	/Sf of GBA	19,197,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			6,017,000	
	Total Direct Costs							$36,104,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		6.0%	Direct Costs			$2,166,000	
	Public Permits & Fees	[5]	60	Units	$53,200	/Unit	3,192,000	
	Taxes, Insurance, Legal & Accounting		1.5%	Direct Costs			542,000	
	Marketing		60	Units	$2,500	/Unit	150,000	
	Developer Fee		3.0%	Gross Sales Revenue			1,810,000	
	Soft Cost Contingency Allowance		5.0%	Other Indirect Costs			393,000	
	Total Indirect Costs							$8,253,000
IV.	**Financing Costs**							
	Interest During Construction	[6]					$2,079,000	
	Loan Origination Fees		60.0%	Loan to Cost	1.5	Points	458,000	
	Total Financing Costs							$2,537,000
V.	**Total Construction Cost**		60	Units	$782,000	/Unit		$46,894,000
	Total Development Cost		60	Units	$890,000	/Unit		$53,428,000

[1] Estimated in part based on the survey presented in APPENDIX A - EXHIBIT I.

[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.

[3] Assumes that the required parking is provided in attached garages.

[4] Includes contractors' fees, general requirements, builder's risk insurance and a direct cost contingency allowance.

[5] Based on estimates presented in the February 2022 draft Housing Element.

[6] Assumes a 5.0% interest cost for debt; an 18 month construction period after receipt of entitlements; a 8 month absorption period; 30% of the units are presold and close during first month after completion; and 1.5 points for loan origination fees.

APPENDIX D - EXHIBIT I - TABLE 2

PROJECTED NET SALES REVENUE
MARKET RATE ALTERNATIVE
CITYWIDE DETACHED SINGLE FAMILY HOME PROTOTYPE
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Sales Revenue** [1]					
	Three-Bedroom Units	18	Units @	$810,000 /Unit	$14,580,000	
	Four-Bedroom Units	24	Units @	$986,000 /Unit	23,664,000	
	Five-Bedroom Units	18	Units @	$1,228,000 /Unit	22,104,000	
	Total Gross Sales Revenue					$60,348,000
II.	**Cost of Sales**					
	Commissions	3.0%	Gross Sales Revenue		$1,810,000	
	Closing	2.0%	Gross Sales Revenue		1,207,000	
	Warranty	0.5%	Gross Sales Revenue		302,000	
	Total Cost of Sales					($3,319,000)
III.	**Net Revenue**					$57,029,000

[1] Estimated in part based on the survey presented in APPENDIX A. The weighted average sales price equates to $424 per square foot of saleable area.

APPENDIX D - EXHIBIT I - TABLE 3

PROJECTED DEVELOPER PROFIT
MARKET RATE ALTERNATIVE
CITYWIDE DETACHED SINGLE FAMILY HOME PROTOTYPE
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Net Revenue**	See APPENDIX D - EXHIBIT I - TABLE 2	$57,029,000
II.	**Total Development Cost**	See APPENDIX D - EXHIBIT I - TABLE 1	$53,428,000
III.	**Developer Profit**	6.7% Total Development Cost	$3,601,000

APPENDIX D - EXHIBIT II

PRO FORMA ANALYSIS
MODERATE INCOME REQUIREMENT
CITYWIDE DETACHED SINGLE FAMILY HOME PROTOTYPE
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX D - EXHIBIT II - TABLE 1

ESTIMATED DEVELOPMENT COSTS
CITYWIDE DETACHED SINGLE FAMILY HOME PROTOTYPE
MODERATE INCOME REQUIREMENT
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Land Acquisition Costs**	[1]	435,600	Sf of Land	$15	/Sf of Land		$6,534,000
II.	**Direct Costs**	[2]						
	On- and Off-Site Improvements		435,600	Sf of Land	$25	/Sf of Land	$10,890,000	
	Parking	[3]	120	Spaces	$0	/Space	0	
	Building Costs		142,200	Sf of GBA	$135	/Sf of GBA	19,197,000	
	Contractor/DC Contingency Allow	[4]	20%	Other Direct Costs			6,017,000	
	Total Direct Costs							$36,104,000
III.	**Indirect Costs**							
	Architecture, Engineering & Consulting		6.0%	Direct Costs			$2,166,000	
	Public Permits & Fees	[5]	59	Units	$53,200	/Unit	3,139,000	
	Taxes, Insurance, Legal & Accounting		1.5%	Direct Costs			542,000	
	Marketing		59	Units	$2,500	/Unit	148,000	
	Developer Fee	[6]	59	Units	$30,167	/Unit	1,780,000	
	Soft Cost Contingency Allowance		5.0%	Other Indirect Costs			389,000	
	Total Indirect Costs							$8,164,000
IV.	**Financing Costs**							
	Interest During Construction	[7]					$1,959,000	
	Loan Origination Fees		60.0%	Loan to Cost	1.5	Points	441,000	
	Total Financing Costs							$2,400,000
V.	**Total Construction Cost**		59	Units	$791,000	/Unit		$46,668,000
	Total Development Cost		59	Units	$902,000	/Unit		$53,202,000

[1] Estimated in part based on the survey presented in APPENDIX A - EXHIBIT I.
[2] Direct costs assume that prevailing wage requirements will NOT be imposed on the Project.
[3] Assumes that the required parking is provided in attached garages.
[4] Includes contractors' fees, general requirements, builder's risk insurance and a direct cost contingency allowance.
[5] Based on estimates presented in the February 2022 draft Housing Element.
[6] Based on the Developer Fee per unit generated by the MARKET RATE ALTERNATIVE
[7] Assumes a 5.0% interest cost for debt; an 18 month construction period after receipt of entitlements; a 8 month absorption period; 30% of the units are presold and close during first month after completion; and 1.5 points for loan origination fees.

APPENDIX D - EXHIBIT II - TABLE 2

PROJECTED NET SALES REVENUE
CITYWIDE DETACHED SINGLE FAMILY HOME PROTOTYPE
MODERATE INCOME REQUIREMENT
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Gross Sales Revenue**					
	Market Rate Units	[1]				
	Three-Bedroom Units		17 Units @	$810,000 /Unit	$13,770,000	
	Four-Bedroom Units		23 Units @	$986,000 /Unit	22,678,000	
	Five-Bedroom Units		17 Units @	$1,228,000 /Unit	20,876,000	
	Moderate Income Units	[2]				
	Three-Bedroom Units		1 Unit @	$262,800 /Unit	263,000	
	Four-Bedroom Units		1 Unit @	$270,400 /Unit	270,000	
	Five-Bedroom Units		1 Unit @	$278,100 /Unit	278,000	
	Total Gross Sales Revenue					$58,135,000
II.	**Cost of Sales**					
	Commissions		3.0% Gross Sales Revenue		$1,744,000	
	Closing		2.0% Gross Sales Revenue		1,163,000	
	Warranty		0.5% Gross Sales Revenue		291,000	
	Total Cost of Sales					($3,198,000)
III.	**Net Revenue**					$54,937,000

[1] Estimated in part based on the survey presented in APPENDIX A. The weighted average sales price equates to $424 per square foot of saleable area.

[2] See APPENDIX B.

APPENDIX D - EXHIBIT II - TABLE 3

FINANCIAL IMPACTS: INCLUSIONARY HOUSING REQUIREMENTS
CITYWIDE DETACHED SINGLE FAMILY HOME PROTOTYPE
MODERATE INCOME REQUIREMENT
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

I.	**Funds Available for Development Costs**				
	Net Revenue		See APPENDIX D - EXHIBIT II - TABLE 2	$54,937,000	
	(Less) Threshold Developer Profit	[1]	6.7% Total Development Cost	($3,586,000)	
	Total Funds Available for Development Costs				$51,351,000
II.	**Total Development Cost**		See APPENDIX D - EXHIBIT II - TABLE 1		$53,202,000
III.	**Total Financial Impact**				($1,851,000)
	Developer Profit		3.3% Total Development Cost		
	% Price Increase to Offset Impact		3.2% Market Rate Units		

[1] Based on the profit as a percentage of Total Development Cost estimated to be generated by the MARKET RATE ALTERNATIVE.

ATTACHMENT 5

IN-LIEU FEE CALCULATIONS
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX A

IN-LIEU FEE CALCULATIONS
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX A

IN-LIEU FEE CALCULATIONS
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

			Transit Village 1 Prototypes	Transit Village 2 Prototypes	R-3 Prototypes
I.	**Rent Difference**				
	A. Studio Units				
	Market Rents	[1]	$0	$2,090	$0
	Affordable Rent	[2]	0	1,094	0
	Difference		$0	$996	$0
	B. One-Bedroom Units				
	Market Rents	[1]	$2,240	$2,310	$2,100
	Affordable Rent	[2]	1,240	1,240	1,240
	Difference		$1,000	$1,070	$860
	C. Two-Bedroom Units				
	Market Rents	[1]	$2,750	$2,880	$2,250
	Affordable Rent	[2]	1,351	1,351	1,351
	Difference		$1,399	$1,529	$899
	D. Three-Bedroom Units				
	Market Rents	[1]	$2,990	$0	$2,630
	Affordable Rent	[2]	1,459	0	1,459
	Difference		$1,531	$0	$1,171
II.	**Distribution of Total Units**	[3]			
	Studio Units		0%	20%	0%
	One-Bedroom Units		45%	50%	35%
	Two-Bedroom Units		50%	30%	55%
	Three-Bedroom Units		5%	0%	10%
III.	**Annual Rent Difference Per Inclusionary Unit**		$14,713	$14,315	$10,951
	Less: Property Tax Difference	[4]	(3,980)	(3,870)	(2,960)
	Net Annual Rent Difference Per Inclusionary Unit		$10,733	$10,445	$7,991
IV.	**Assumptions**				
	Total Units		60	232	135
	Total Leasable Area		58,350	184,880	117,250
	Weighted Avg Unit Size (Sf)		973	797	869
	Inclusionary Housing Percentage		9%	9%	9%
	Inclusionary Units		5	21	12

V. **Supportable In-Lieu Fee**					Weighted Averages
Affordability Gap Per Inclusionary Unit	[5]	$205,000	$198,000	$164,000	$188,200
Total		$1,025,000	$4,158,000	$1,968,000	$7,151,000
Per Total Unit in the Project		$17,080	$17,920	$14,580	$16,750
Per Square Foot of Total Leasable Area		$17.60	$22.50	$16.80	$19.80

[1] The market rents are drawn from the pro forma analyses.

[2] See APPENDIX B.

[3] Based on the unit mix distribution applied in the pro forma analysis.

[4] Based on the rent differential capitalized at a 4.3% rate to establish the value, and a 1.15% property tax rate.

[5] Based on the Net Annual Rent Difference Per Inclusionary Unit capitalized at the Threshold Return on Total Investment generated by each prototype apartment development.

APPENDIX B

IN-LIEU FEE CALCULATIONS
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

APPENDIX B

IN-LIEU FEE CALCULATIONS (5% STANDARD)
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

			Citywide Townhome Prototype	Citywide Detached Single Family Home Prototype
I.	**Sales Price Difference**			
	A. Two-Bedroom Units			
	Market Rate Sales Price	[1]	$525,000	
	Affordable Sales Price	[2]	272,000	
	Difference		$253,000	
	B. Three-Bedroom Units			
	Market Rate Sales Price	[1]	$564,000	$810,000
	Affordable Sales Price	[2]	292,500	262,800
	Difference		$271,500	$547,200
	C. Four-Bedroom Units			
	Market Rate Sales Price	[1]		$986,000
	Affordable Sales Price	[2]		270,400
	Difference			$715,600
	D. Five-Bedroom Units			
	Market Rate Sales Price			$1,228,000
	Affordable Sales Price			278,100
	Difference			$949,900
II.	**Distribution of Total Units**	[3]		
	Two-Bedroom Units		65%	
	Three-Bedroom Units		35%	30%
	Four-Bedroom Units			40%
	Five-Bedroom Units			30%
III.	**Assumptions**			
	Total Units		72	60
	Total Saleable Area		103,600	142,200
	Weighted Avg Unit Size (Sf)		1,440	2,370
	Inclusionary Housing Percentage		5%	5%
	Inclusionary Units		4	3
IV.	**In-Lieu Fee**			
	Affordability Gap Per Inclusionary Unit	[4]	$259,500	$735,400
	Total In-Lieu Fee		$1,038,000	$2,206,200
	Per Total Unit in the Project		$14,420	$36,770
	Per Sf of Total Saleable Area		$10.00	$15.50

[1] The market rate sales prices are drawn from the pro forma analyses.

[2] See APPENDIX B.

[3] Based on the unit mix distribution applied in the pro forma analyses.

[4] Based on unit mix distribution and the weighted average difference between the Market Rate Sales Prices and the Affordable Sales Prices.



KEYSER MARSTON ASSOCIATES

INCLUSIONARY HOUSING:

POLICY RECOMMENDATIONS

Prepared for:

City of Redlands

Prepared by:

Keyser Marston Associates, Inc.

January 30, 2023

TABLE OF CONTENTS

I. BACKGROUND 1

II. POLICY RECOMMENDATIONS 2

A. Inclusionary Housing Income and Affordability Standards 2
B. Threshold Project Size 3
C. Affordable Housing Cost Calculation Methodology 3
D. Covenant Periods 5
E. Alternative Means of Fulfilling Inclusionary Housing Obligations 5
F. Inclusionary Housing Development Standards 13

III. IMPLEMENTATION RECOMMENDATIONS 17

A. Marketing Requirements 17
B. Inclusionary Housing Guidelines 17
C. Inclusionary Housing Program Updates 17
D. Staffing Plan 17

IV. CASE STUDIES 18

A. Apartment Project 18
B. Ownership Housing Project 20

V. SUMMARY 25

I. BACKGROUND

The City of Redlands (Redlands) is currently exploring the opportunity for creating an Inclusionary Housing program. To assist in this process, the City engaged Keyser Marston Associates, Inc. (KMA) to undertake the following tasks:

1. The preparation of a financial evaluation that tests the impacts created by the imposition of income and affordability restrictions on new residential development; and

2. The recommendation of policies to be incorporated into the Inclusionary Housing program.

As the first step in this process, KMA prepared the accompanying *Inclusionary Housing: Financial Evaluation* (Financial Evaluation). Based on the results of the Financial Evaluation, KMA prepared Inclusionary Housing program policy recommendations, which are presented in the following report.

This report is organized as follows:

1. The components of the recommended policies are identified.

2. The recommended implementation package is described.

3. Case studies are presented to compare the Inclusionary Housing options that could potentially be applied to hypothetical projects in Redlands.

II. POLICY RECOMMENDATIONS

KMA's Inclusionary Housing policy recommendations cover the following topics:

1. The income and affordability standards to be applied by the Inclusionary Housing program.
2. The minimum residential project size that will trigger an Inclusionary Housing obligation.
3. The affordable housing cost calculation methodologies to apply.
4. The covenant periods under which the income and affordability standards will be imposed for apartment projects and ownership housing projects.
5. Alternative means of fulfilling the Inclusionary Housing requirements.
6. The development standards that should be imposed on the affordable housing units that are produced to fulfill the Inclusionary Housing requirements.
7. Implementation activities that should be undertaken by the City.

A. Inclusionary Housing Income and Affordability Standards

APARTMENT DEVELOPMENT

Based on all the factors considered in the Financial Evaluation, KMA concluded that a 9% low income Inclusionary Housing obligation can be supported by apartment development projects.

It should be noted that developers commonly use the California Government Code Section 65915 et seq. (Section 65915) density bonus to reduce the financial impact created by Inclusionary Housing requirements. Based on the characteristics of the affordability options provided by Section 65915, projects that utilize the density bonus are likely to fulfill the affordable housing requirements with very low income units.

The City must agree to count the affordable units used to fulfill Section 65915 affordable housing requirements towards the Inclusionary Housing requirements that will be imposed on a project.[1] This means that a developer must be allowed to use the same affordable units to fulfill both the Inclusionary Housing requirements and the Section 65915 requirements. However, in order to exercise this option, the developer must apply the more stringent of the two programs' requirements.

[1] *Latinos Unidos del Valle de Napa y Solano v. County of Napa,* 217 Cal. App. 4th 1160 (*Napa*).

It is KMA's opinion that the imposition of Inclusionary Housing requirements on apartment development will generate the following results:

1. Projects that can efficiently use the Section 65915 density bonus will use very low income units to fulfill the City's Inclusionary Housing requirements.

2. Projects that cannot efficiently apply the Section 65915 density bonus will fulfill the Inclusionary Housing obligation with low income units.

Ownership Housing Development

Based on the results of the Financial Evaluation, KMA concluded that a 5% moderate income Inclusionary Housing obligation can be supported by ownership housing development projects.

The vast majority of ownership housing development in Redlands is low density in nature. Based on this fact, and the more stringent requirements imposed by Section 65915 on ownership housing projects, it is unlikely that a significant number of ownership housing projects will make use of the density bonus benefits.

B. Threshold Project Size

The majority of Inclusionary Housing programs in California include a threshold project size below which projects are not subject to the affordable housing production requirements. Common thresholds fall between three and 10 units. KMA is recommending that the City set the threshold project size at 10 units.

C. Affordable Housing Cost Calculation Methodology

Apartment Development

KMA recommends that the "Affordable Rents" be based on the following standards:

1. Low income rents should be based on 80% of area median income (AMI). This percentage of AMI is based on the standard imposed in Assembly Bill (AB) 1505.

2. The Section 65915 density bonus uses the affordable housing cost calculation methodology defined in California Health & Safety Code (H&SC) Section 50053.

OWNERSHIP HOUSING DEVELOPMENT

KMA recommends that the City apply the H&SC Section 50052.5 methodology to the calculation of "Affordable Sales Prices". In addition, the following specific calculation metrics are being recommended by KMA.

Benchmark Mortgage Interest Rate

The mortgage interest rate chosen to be applied in the calculations creates a significant impact on the Affordable Sales Price. In establishing a benchmark interest rate it is important to understand the following issues that are commonly faced by moderate income first time home buyers:

1. Credit history and scores that do not fall within the exceptional level required to obtain the lowest interest rate available in the marketplace;

2. Back-end ratios that are often higher than the typical ratios applied in conventional lenders' underwriting standards for the lowest interest rate mortgages; and

3. There is a limited pool of mortgage lenders that are willing to provide loans on homes that are subject to income and affordability covenants. These lenders do not generally offer the lowest interest rates available in the marketplace.

Given that mortgage interest rates can be expected to fluctuate over time, KMA recommends that the City apply the following conservative methodology in setting the benchmark interest rate used in the Affordable Sales Price calculations:

1. KMA recommends that the benchmark mortgage interest rate be set on the first day of each calendar quarter.

2. In setting the benchmark interest rate, KMA recommends using the interest rate published by Freddie Mac for 30-year fixed interest rate fully amortizing mortgages.

Range of Allowable Home Buyer Down Payments

An Inclusionary Housing program is intended to target home buyers that could otherwise not afford to purchase a home in Redlands. To achieve that goal while minimizing the risk of defaults, KMA recommends that the following down payment requirements be imposed:

1. The minimum home buyer down payment should be set at 5% of the Affordable Sales Price:

    a. At least 1% of the down payment must be provided from the home buyer's own funds.

b. Gifts funds may be obtained by the home buyer to fulfill the balance of the 5% requirement.

2. The maximum down payment amount should be set at 20% of the Affordable Sales Price:

3. Gift funds of up to $50,000 may be used for the down payment amount that falls between 1% and 20% of the Affordable Sales Price.

D. Covenant Periods

Apartment Development

KMA recommends that the covenants for the affordable apartment units be required to remain in place for as long as the property is developed with a residential use, but for not less than 55 years. Following the 55-year term, the covenant should only be removed if at some point the property is rezoned and subsequently put to a non-residential use.

Ownership Housing Development

KMA recommends that the covenant period for affordable ownership housing units be set at one cumulative 45-year period. Within that one 45-year period the home must be sold and resold to moderate income households at the then current Affordable Sales Price.

E. Alternative Means of Fulfilling Inclusionary Housing Obligations

AB 1505, which was adopted by the State Legislature in 2017, includes a provision that requires jurisdictions to provide alternative means of complying with the income and affordability requirements imposed by an Inclusionary Housing program. AB 1505 identifies the following potential alternatives to the on-site production of affordable housing units:[2]

1. Payment of a fee in lieu of producing affordable units;

2. Off-site development of affordable units;

3. Land dedication; and

4. Acquisition and rehabilitation of existing units.

[2] AB 1505 only applies the restrictions imposed on apartment development. However, the provision of alternative means of compliance is a best practice, and is commonly provided to ownership housing development as well.

Jurisdictions have the discretion to provide any of these alternatives, or additional alternatives that are not listed in AB 1505, as long as alternative means of compliance are offered.

IN-LIEU FEE PAYMENT

In-Lieu Fee Payment Thresholds

KMA recommends that the City allow developers to pay a fee in lieu of producing affordable units in the following cases:

1. The following options should be offered to proposed apartment projects:

    a. Inclusionary Housing requirements have a disproportionate impact on smaller projects, because there are fewer market rate units available to spread the impact created by the income and affordability standards. KMA recommends that an in-lieu fee payment be allowed by right for apartment projects with 22 or fewer units. [3]

    b. As a baseline, apartment projects with more than 22 units should be required to produce the requisite number of "Inclusionary Units". However, the City Council should be provided with the discretion to allow an in-lieu fee to be paid for apartment projects with more than 22 units if they are deemed to exhibit "Extreme Economic Hardship" circumstances as defined below.

        > Demonstration that new construction of the required affordable units would create an unreasonable hardship due to such factors as project size, site constraints, and/or excessively large Affordability Gaps. The ultimate burden is on the developer to prove that none of the affordable housing production alternatives provided in the Inclusionary Housing Ordinance can be used without creating an extreme economic hardship on the project. One manner in which this can be achieved is for the developer to demonstrate that the imposition of the affordable housing production requirements would violate the California and/or United States Constitutions.

2. Ownership housing projects of any size should be provided with the option to pay an in-lieu fee.

3. An in-lieu fee should be allowed to be paid for any fractional Inclusionary Unit obligation.

[3] For a 22 units project a 9% low income requirements generates a 1.98 unit Inclusionary Housing obligation. This is as close to a to a whole number obligation as is mathematically possible.

The key advantages of this strategy are:

1. The City can target the use of the in-lieu fee revenue to projects undertaken by developers that have specific expertise in the development and operation of affordable housing projects.

2. The in-lieu fee revenues can be used as a leveraging source for dedicated affordable housing projects that have access to outside public funding sources. This leveraging creates a more cost-efficient way to achieve deeper affordability than can be supported by an Inclusionary Housing requirement alone.

In-Lieu Fee Schedules

KMA recommends that the City assess the in-lieu fee based on the leasable area in apartment projects and the saleable area in ownership housing projects. This measurement takes the unit sizes into account, which more equitably allocates the in-lieu fee payment obligation. Based on that assumption, and the Financial Evaluation results, KMA recommends that the following the following in-lieu fee schedules be applied:

Recommended In-Lieu Fee Payment Schedules Per Square Foot of Total Leasable or Saleable Area in the Project			
Number of Units	Apartment Projects	Townhome & Small Lot Home Development [4]	Detached Single Family Home Development
10	$1.52	$0.77	$1.19
11	$3.05	$1.54	$2.38
12	$4.57	$2.31	$3.58
13	$6.09	$3.08	$4.77
14	$7.62	$3.85	$5.96
15	$9.14	$4.62	$7.15
16	$10.66	$5.38	$8.35
17	$12.18	$6.15	$9.54
18	$13.71	$6.92	$10.73
19	$15.23	$7.69	$11.92
20	$16.75	$8.46	$13.12
21	$18.28	$9.23	$14.31
22+	$19.80	$10.00	$15.50

[4] "Small Lot Home Development" is defined as homes constructed on lots that are 4,500 square feet and smaller.

Assuming the City chooses to allow in-lieu fees to be paid for any fractional Inclusionary Unit obligation, the following in-lieu fee schedule should be applied:

Fractional In-Lieu Fee Payment Calculations Per Square Foot of the Leasable Area of One Unit in the Apartment Development		
Net Affordability Gap Per Inclusionary Unit		$188,200
Average Unit Size (Square Feet of Leasable Area)		973
In-Lieu Fee Per Square Foot of One Unit		$193.50
	Fractional In-Lieu Fee: Per Square Foot of One Unit	Total Fractional In-Lieu Fee: Prototype Apartment Development
.1	$19.40	$18,870
.2	$38.70	$37,640
.3	$58.10	$56,500
.4	$77.40	$75,270
.5	$96.80	$94,140
.6	$116.10	$112,910
.7	$135.50	$131,770
.8	$154.80	$150,540
.9	$174.20	$169,410

Fractional In-Lieu Fee Payment Calculations Per Square Foot of the Saleable Area of One Unit in the Townhome or Small Lot Home Development Ownership Housing Development		
Net Affordability Gap Per Inclusionary Unit		$259,500
Average Unit Size (Square Feet of Saleable Area)		1,440
In-Lieu Fee Per Square Foot of One Unit		$180.20
	Fractional In-Lieu Fee: Per Square Foot of One Unit	Total Fractional In-Lieu Fee: Prototype Ownership Housing Development
.1	$18.00	$25,920
.2	$36.00	$51,840
.3	$54.10	$77,900
.4	$72.10	$103,820
.5	$90.10	$129,740
.6	$108.10	$155,660
.7	$126.10	$181,580
.8	$144.20	$207,650
.9	$162.20	$233,570

Fractional In-Lieu Fee Payment Calculations Per Square Foot of the Saleable Area of One Unit in the Detached Single Family Home Development Ownership Housing Development		
Net Affordability Gap Per Inclusionary Unit		$735,400
Average Unit Size (Square Feet of Saleable Area)		2,370
In-Lieu Fee Per Square Foot of One Unit		$310.30
	Fractional In-Lieu Fee: Per Square Foot of One Unit	Total Fractional In-Lieu Fee: Prototype Ownership Housing Development
.1	$31.00	$73,470
.2	$62.10	$147,180
.3	$93.10	$220,650
.4	$124.10	$294,120
.5	$155.20	$367,820
.6	$186.20	$441,290
.7	$217.20	$514,760
.8	$248.20	$588,230
.9	$279.30	$661,940

In-Lieu Fee Payment Timing

Developers should be required to pay the in-lieu fee when building permits are obtained for the project. However, for phased projects the developer should be allowed to pay a pro rata share of the in-lieu fee concurrently with the issuance of building permits for each development phase.

Off-Site Production of the Required Inclusionary Units

Apartment Development

Off-site production of Inclusionary Units should not be offered as an Inclusionary Housing fulfillment option for apartment development projects. It is KMA's opinion that, from a public policy perspective, it is better to integrate market rate and affordable rental units into the same project.

Ownership Housing Development

KMA recommends that the developers of ownership housing projects be given the option to fulfill the Inclusionary Housing obligation in one of the following ways:

1. The off-site production of affordable apartment units; or

2. The creation of a parcel within an ownership housing development site on which affordable apartment units are constructed.

For both of these options, KMA recommends that the Inclusionary Housing requirement be set as follows:

1. The Inclusionary Housing percentage should be set at 9% of the total number of units in the market rate project; and

2. The units should be required to be rented at the low income standard.

LAND DEDICATION

The City Council should have the discretion, but not the requirement, to approve a developer's proposal to dedicate property in lieu of producing Inclusionary Units. KMA recommends that the following threshold requirements be imposed for any property put forth for City Council consideration:

1. The developer must be willing to convey the property to the City at no cost.

2. The developer must provide evidence of the following when the land dedication proposal is submitted:

    a. The developer must have site control with lien-free title. Any encumbrances or easements that adversely impact the property's title must be disclosed and factored into the estimated value of the interests proposed to be conveyed to the City.

    b. The property cannot contain any hazardous materials at the time the land dedication proposal is submitted:

        i. The developer must disclose whether any hazardous materials were previously contained on the site; and

        ii. If hazardous materials were previously remediated, the developer must provide evidence that the cleanup was performed in accordance with applicable law.

c. The property cannot have been improved with any residential use for at least five years prior to the submission of a land dedication proposal.

d. Payment in full of all property taxes and special taxes must have been made when the proposal is submitted, and again prior to conveyance of the property to the City.

3. It is assumed that the dedicated site would subsequently be developed with an affordable apartment project. Based on that assumption, KMA recommends that the following Inclusionary Housing obligations be applied:

   a. The requirement should be set at 15% of the of units in the project that triggered the Inclusionary Housing obligation; and

   b. The income and affordability standards should be set at the very low income level.

4. The property must embody the following characteristics:

   a. The land dedication site must meet the following conditions:

      i. The site's General Plan and zoning standards must allow for a residential use at a density sufficient to allow for the requisite number of Inclusionary Units to be developed.

      ii. The site must consist of at least one acre of land irrespective of the number of Inclusionary Units required to be provided.

      iii. The site must be suitable in terms of size, configuration, and physical characteristics to allow for the requisite number of Inclusionary Units to be developed on a cost efficient basis.

   b. The property must be fully served by the necessary infrastructure prior to conveyance to the City.

5. KMA recommends that the City only re-convey dedicated properties to developers with experience developing affordable apartment projects targeted to very low income households. To assist the City in evaluating land dedication proposals, the prospective developer should be required to submit the following documents:

   a. A conceptual site plan and narrative description of a project that could be developed on the property.

b. A identification of the income and affordability restrictions proposed to be imposed.

c. A pro forma analysis that quantifies any financial gap associated with the identified development scope, and describes how this financial gap will be filled.

d. If a Section 65915 density bonus will be required, the terms of the requested density bonus; incentives and concessions; and development standards waivers must be identified.

Prior to submitting a proposal to the City Council for consideration, the City staff should independently evaluate the information submitted by the developer. Based on that review, the City should determine whether the proposal meets the defined threshold standards.

Acquisition and Rehabilitation of Existing Units

One reason the City is considering the creation of an Inclusionary Housing program is to assist in meeting its Regional Housing Needs Assessment (RHNA) targets. The only way that the acquisition and rehabilitation of existing units can be used to obtain RHNA credit is if the following conditions are met:

1. The project(s) must be identified in the City's Housing Element; and

2. The units must be in need of substantial rehabilitation as defined by H&SC Section 33413 (2) (A) (iv).

The City has recently adopted the Sixth Cycle Housing Element for the period between 2021 and 2029. Given that no existing properties were identified as acquisition and rehabilitation opportunities, it will not be possible to count this type of project towards the RHNA obligation. As such, KMA recommends that acquisition and rehabilitation of existing projects not be offered as an Inclusionary Housing fulfillment option.

F. Inclusionary Housing Development Standards

On-Site Production Option

Apartment Development

KMA recommends that the following standards be applied to the on-site production of Inclusionary Units within market rate apartment projects:

1. The affordable housing units must be constructed concurrently with the market rate project, and they must be dispersed throughout the project.

2. The affordable housing units should be required to comply with the following development scope requirements:

    a. The bedroom mix for the Inclusionary Units must be proportional to the bedroom mix of the market rate units. However, the Inclusionary Units may be smaller in square footage than the market rate units.

    b. The interior improvements of the Inclusionary Units must comport with defined quality standards such as those applied California Tax Credit Allocation Committee.[5] The market rate units in the project can include enhanced interior improvements.

Ownership Housing Development

KMA recommends that the following standards be applied to the on-site production of Inclusionary Units within market rate ownership housing projects:

1. The Inclusionary Units must be dispersed throughout the project.

2. The affordable housing units must be built concurrently with the market rate project. The Inclusionary Units can be constructed in phases if the market rate project is being developed in phases.

3. The affordable housing units must comply with the following development scope requirements:

    a. The bedroom mix for the Inclusionary Units must be proportional to the bedroom mix of the market rate units. However, the Inclusionary Units may be smaller in square footage than the market rate units.

    b. The exterior improvements for the Inclusionary Units must be comparable to the exterior improvements for the market rate units.

    c. The interior improvements for the Inclusionary Units must meet the following standards:

[5] California Tax Credit Allocation Committee Regulations Implementing the Federal and State Low Income Housing Tax Credit Laws Section 10325 (f) (7).

i. The interior finishes must be comparable to the base level interior finishes provided in the market rate units; and

ii. The appliance packages must be the same as the packages provided in the base level market rate units.

Off Site And Parcelization Production Options

If a developer chooses to fulfill the Inclusionary Housing obligation off site, or by creating a separate parcel on the development site for the affordable units, the following development standards should be imposed:

1. The Inclusionary Housing obligation must be fulfilled with apartment units.

2. An off-site development parcel must be located within close proximity of the market rate project that is subject to the Inclusionary Housing obligations.

3. Design, building quality and maintenance standards should be based on a defined standard such as the requirements imposed by the Tax Credit program.

4. The bedroom mix is not be required to match the unit mix provided in the market rate ownership housing project. However, the following standards should be imposed:

    a. The percentage of studio units is capped at 15%;

    b. At least 40% of the units must include two or more bedrooms; and

    c. The remaining units must include one or more bedrooms.

5. Under the following circumstances the developer of the market rate project should be allowed to enter into an agreement with an affordable housing developer to construct, own and operate the affordable housing project:

    a. The affordable housing developer must have recent relevant experience and be approved by the City.

    b. The affordable housing developer may not request any financial assistance from the City.

    c. The developer may apply to use the Section 65915 density bonus and the statutorily established number of incentives or concessions.

6. The affordable housing project must be constructed prior to or concurrently with the market rate project that triggered the Inclusionary Housing obligation. If the market rate project is proposed to be developed in phases, the affordable housing units should be required to be developed along with the first phase of the market rate project.

III. IMPLEMENTATION RECOMMENDATIONS

As part of the implementation process for the Inclusionary Housing program KMA recommends that the City take the following actions:

A. Marketing Requirements

The City wishes to focus the marketing effort in a manner that focuses on households that live and/or work in Redlands. To that end, the Inclusionary Housing regulations will require developers to prominently advertise the Inclusionary Units in local publications. In addition, information pertaining to Inclusionary Units that are being developed and marketed should be placed on the City's website.

B. Inclusionary Housing Guidelines

Manuals should be prepared that detail the Inclusionary Housing policies and procedures that will be applied to residential projects that are subject to the Inclusionary Housing program requirements. Due to the significant differences in the requirements, separate manuals should be prepared for apartment development and ownership housing development.

C. Inclusionary Housing Program Updates

The Inclusionary Housing program should be updated at regular intervals:

1. The entire program should be re-evaluated at least every five years.

2. To allow in-lieu fees to keep pace with changes in the market place during the intervening periods, the in-lieu fees should continue to be adjusted each year based on the percentage change in new home prices in San Bernardino County as published annually by the Real Estate Research Council (RERC).

D. Staffing Plan

A staffing plan should be created for managing the development process and the ongoing monitoring of the Inclusionary Units once they are built.

IV. CASE STUDIES

The following sections of this report describe case studies for a hypothetical apartment project and a hypothetical ownership housing project. The case studies identify each of the recommended options for fulfilling the Inclusionary Housing requirements.

It is important to note that these case studies are based on the policy recommendations provided in this report. If the City ultimately chooses to apply different requirements, these case studies will need to be modified accordingly.

A. Apartment Project

The development scope used in the apartment project case study can be described as follows:

1. The market rate project includes 100 apartment units.

2. The development site consists of market 3.33 acres of land area, which represents a density of 30 units per acre.

The unit mix is presented in the following table:

Unit Mix - Hypothetical Apartment Project			
Number of Bedrooms	Number of Units	Percentage of Total	Leasable Square Feet
1	35	35%	750
2	55	55%	900
3	10	10%	1,100
Total	100	100%	86,570

On-Site Production of Affordable Apartment Units

A developer may select the on-site production option by right. The requirements associated with this alternative are:

1. Apartment development projects are subject to a 9% low income requirement. This equates to a nine unit Inclusionary Housing requirement for a 100 unit project.

2. To match the distribution of the bedroom types included in the market rate apartment project, the Inclusionary Units must be provided in the following mix:

Affordable Housing Unit Mix On-Site Fulfillment of the Inclusionary Housing Requirement Apartment Project		
Number of Bedrooms	Number of Units	Percentage of Total
1	3	33%
2	5	56%
3	1	11%
Total	9	100%

3. The Inclusionary Units must be dispersed throughout the market rate project and developed concurrently with the market rate project.

In-Lieu Fee Payment

Under the recommended structure, a 100 unit apartment project would not be allowed to pay a fee to fulfill the Inclusionary Housing obligation. However, if the developer can prove an Extreme Economic Hardship, the City Council has the discretion to approve the payment of an in lieu fee.

Based on the in-lieu fee schedule being recommended by KMA, the hypothetical apartment project would generate the following in-lieu fee payment obligation:

1. The total leasable area of the 100 unit market rate project is 86,750 square feet.

2. The in-lieu fee for projects that include 22 or more units is $19.80 per square foot of leasable area.

3. The resulting total in-lieu fee is $1.7 million, which equates to $17,200 per unit in the market rate project.

Off-Site Projection of Affordable Apartment Units

This alternative cannot be used for the fulfillment of the Inclusionary Housing requirement for a market rate apartment development project.

LAND DEDICATION

The use of the land dedication option should be subject to City Council approval. Proposals must meet all the following requirements in order to be presented to the City Council for consideration:

1. The Inclusionary Housing obligation is set at 15% of the units being constructed in the market rate project. This equates to 15 units for the hypothetical 100 unit project.

2. The income and affordability standard is set at the very low income level.

3. At an assumed allowable density of 30 units per acre, 15 units could be developed on.5 acres of land. However, the recommended minimum site area for the land dedication alternative is set at one acre. Thus, in this case study example a developer would be required to dedicate at least one acre of land to the City.

4. The unit mix requirements are:

Affordable Housing Unit Mix Land Dedication to Fulfill the Inclusionary Housing Requirement Apartment Project		
Number of Bedrooms	Number of Units	Percentage of Total
Studio	2	No more than 15%
1	7	47%
2+	6	No less than 40%
Total	15	100%

5. The developer must submit a conceptual plan and a pro forma analysis to demonstrate that an apartment project that includes 15 very low income units will be feasible with no financial contribution from the City.

B. Ownership Housing Project

The development scope used in the ownership housing project case study can be described as follows:

1. The market rate project consists of 120 detached single family homes.

2. The development site consists of 20 acres, which represents a density of six units per acre.

The unit mix is presented in the following table:

Unit Mix - Hypothetical Ownership Housing Project Detached Single Family Home Development			
Number of Bedrooms	Number of Units	Percentage of Total	Saleable Square Feet
3	24	20%	1,800
4	60	50%	2,400
5	36	30%	2,900
Total	120	100%	291,600

On-Site Production of Affordable Ownership Housing Units

The requirements associated with the on-site production alternative are:

1. Ownership housing development projects are subject to a 5% moderate income requirement. This equates to a six unit Inclusionary Housing requirement for a 120 unit project.

2. To match the distribution of the bedroom types included in the market rate detached single family home project, the Inclusionary Units must be provided in the following mix:

Affordable Housing Unit Mix On-Site Fulfillment of the Inclusionary Housing Requirement Ownership Housing Project Detached Single Family Home Development		
Number of Bedrooms	Number of Units	Percentage of Total
3	1	17%
4	3	50%
5	2	33%
Total	6	100%

3. The Inclusionary Units must be dispersed throughout the market rate project and developed concurrently with the market rate project.

In-Lieu Fee Payment

Under the recommended structure, the developer of any ownership housing project would be allowed to pay a fee in lieu of producing affordable housing units. Based on the in-lieu fee schedule being recommended by KMA, the hypothetical ownership housing project would generate the following in-lieu fee payment obligation:

1. The total saleable area of the 120 unit market rate project is 291,600 square feet.

2. The in-lieu fee for detached single family home projects that include 22 or more units is $15.50 per square foot of saleable area.

3. The resulting total in-lieu fee is $4.5 million, which equates to $37,700 per unit in the market rate project.

Off-Site Production or Parcelization of the Ownership Housing Project Site

A developer may select the off-site production or parcelization option by right. However, the City Council has the following approval rights:

1. For the off-site production option: Approval rights over the development site's location.

2. For the parcelization option: Approval rights over the parcel size and the location within the original development site.

The fulfillment requirements imposed by both options are:

1. The Inclusionary Housing obligation must be fulfilled with the development of affordable apartment units.

2. A 9% Inclusionary Housing requirement is imposed. This equates to an 11 unit requirement.

3. The income and affordability restrictions are set at the low income level.

4. To fulfill the recommended unit distribution standards, the off-site affordable housing units would be required to be provided in the following mix:

Affordable Housing Unit Mix Off-Site Production or Parcelization of the Ownership Housing Development Project Site Affordable Apartment Units		
Number of Bedrooms	Number of Units	Percentage of Total
Studio	1	No more than 15%
1	5	45%
2+	5	No less than 40%
Total	11	100%

5. The affordable apartment units must be constructed concurrently with the market rate ownership housing project.

LAND DEDICATION

1. The use of the land dedication option should be subject to City Council approval. Proposals must meet all the following requirements in order to be presented to the City Council for consideration:

2. The Inclusionary Housing obligation is set at 15% of the units being constructed in the market rate project. This equates to 18 units for the hypothetical 120 unit project.

3. It is assumed that the dedicated site would ultimately be developed with an affordable apartment project.

4. The income and affordability standard is set at the very low income level.

5. At an assumed allowable density of 30 units per acre, the dedicated site would need to include .6 acres of land area. Based on the recommended minimum site size required to use the land dedication alternative, this case study project would require the dedication of one acre of land to the City.

The unit mix requirements are:

Affordable Housing Unit Mix Land Dedication to Fulfill the Inclusionary Housing Requirement Ownership Housing Project		
Number of Bedrooms	Number of Units	Percentage of Total
Studio	2	No more than 15%
1	8	44%
2+	8	No less than 40%
Total	18	100%

6. The developer must submit a conceptual plan and a pro forma analysis to demonstrate that an apartment project that includes 18 very low income units will be feasible with no financial contribution from the City.

V. SUMMARY

The preceding report presented KMA's policy recommendations related to creating an Inclusionary Housing program. The recommended affordable housing requirements are based on the results of the accompanying Financial Evaluation, and on an evaluation of the array of fulfillment options that can be made available to the developers of market rate residential projects.

It should be City's goal to create an Inclusionary Housing program that balances the interests of property owners and developers against the public benefits associated with increasing the inventory of affordable housing units in the community. To that end, KMA identified supportable Inclusionary Housing production requirements and provided a mix of alternative methods for fulfilling the requirements.

KEYSER MARSTON ASSOCIATES

MEMORANDUM

ADVISORS IN:
Real Estate
Affordable Housing
Economic Development

BERKELEY
A. Jerry Keyser
Timothy C. Kelly
Debbie M. Kern
David Doezema

LOS ANGELES
Kathleen H. Head
James A. Rabe
Gregory D. Soo-Hoo
Kevin E. Engstrom
Julie L. Romey
Tim R. Bretz

SAN DIEGO
Paul C. Marra
Linnie A. Gavino

To: Brian Desatnik, Director of Development Services
City of Redlands

From: Kathleen Head

Date: April 8, 2023

Subject: Inclusionary Housing: Supplemental In-Lieu Fee Analysis

In accordance with your request, Keyser Marston Associates, Inc. (KMA) prepared the following supplemental analysis to accompany the Inclusionary Housing: Financial Evaluation (Financial Evaluation) that KMA submitted on January 23, 2023. The purpose of this supplemental analysis is to evaluate the impacts created by modifying the market rate sales prices that were applied in the Financial Evaluation.

BACKGROUND

The Financial Evaluation presented the analysis and conclusions that led to the standards that KMA recommended for an Inclusionary Housing Program to be enacted by the City of Redlands (City). KMA presented the results of this analysis at a Planning Commission meeting held on February 14, 2023.

After public testimony and deliberation, the Planning Commission voted to recommend that a subcommittee be formed to seek out additional information from the residential development community. Specifically, the subcommittee was interested in obtaining input on the ownership housing development component of the Financial Evaluation.

Following the outreach meetings, the City staff requested that KMA prepare a supplemental analysis based on the following assumptions:

1. Market rate sales price estimates:

    a. In the Financial Evaluation the estimated market rate sales prices were based on the maximum prices per square foot of building area identified in the market survey.

    b. In this supplemental analysis the market rate sales prices are based on the average sale prices per square foot of saleable area plus a 10% premium to reflect the additional value achievable by newly constructed homes.

2. The development cost estimates are not changed from the estimates used in the Financial Evaluation.

3. The 5% moderate income Inclusionary Housing requirement derived from the Financial Evaluation is applied in this supplemental analysis.

ANALYSIS

This supplemental analysis is organized as follows:

Appendix A	Resale Home Sales Survey
Appendix B	Affordable Sales Price Calculations
Appendix C	In-Lieu Fee Calculations (5% Standard)

Market Rate Sales Price Estimates

The average resales prices, per square foot of saleable area, are based on the survey presented in Appendix A. The results are summarized in the following table:

Average Sales Price Per Square Foot of Saleable Area		
	Townhomes	Single Family Homes
Two Bedrooms	$367	
Three Bedrooms	$301	$345
Four Bedrooms		$282
Five Bedrooms		$253

The average unit size applied in the analysis:

Average Unit Size (Square Foot of Saleable Area)		
	Townhomes	Single Family Homes
Two Bedrooms	1,300	
Three Bedrooms	1,700	1,800
Four Bedrooms		2,400
Five Bedrooms		2,900

When a 10% premium for new construction is applied, the market rate sales prices applied in this supplemental analysis are estimated as follows:

Market Rate Sales Price Estimates		
	Townhomes	Single Family Homes
Two Bedrooms	$525,000	
Three Bedrooms	$564,000	$684,000
Four Bedrooms		$744,000
Five Bedrooms		$807,000

Affordable Sales Price Calculations

The Affordable Sales Price calculations are based on the same methodology as was applied in the Financial Evaluation. The only change to the assumptions is that the maintenance and insurance costs for the single family home units have been reduced to $100 per month based on feedback received from the development community during the outreach process.

The resulting Affordable Sales Price calculations are detailed in Appendix B, and summarized in the following table:

Affordable Sales Prices Moderate Income Units		
	Townhomes	Single Family Homes
Two Bedrooms	$272,000	
Three Bedrooms	$292,500	$314,700
Four Bedrooms		$326,100
Five Bedrooms		$337,500

In-Lieu Fee Calculations

The in-lieu fee calculations are presented in Appendix C. The assumptions applied in the analysis can be summarized as follows:

1. The Affordability Gap per unit is defined as difference between the achievable market rate sales price and the defined Affordable Sales Price for a moderate income unit.

2. A 5% moderate income Inclusionary Housing requirement is applied.

3. The unit allocation applied in the analysis is presented in the following table:

Unit Allocation		
	Townhomes	Single Family Homes
Two Bedrooms	65%	
Three Bedrooms	35%	30%
Four Bedrooms		40%
Five Bedrooms		30%

The in-lieu fee calculations generate the following results:

In-Lieu Fee Payment Amounts 5% Moderate Income Inclusionary Housing Standard Ownership Housing Development		
In-Lieu Fee	Townhome & Small Lot Home Development	Single Family Home Development
Per Inclusionary Unit	$259,500	$735,400
Per Square Foot of Saleable Area in a 100% Market Rate Project	$10.00	$8.80

APPENDIX A

HOME SALES SURVEY
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: SUPPLEMENTAL ANALYSIS
REDLANDS, CALIFORNIA

APPENDIX A

RESALE HOME SALES SURVEY [1]
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: SUPPLEMENTAL ANALYSIS
REDLANDS, CALIFORNIA

Address			Unit Size (SF)	Sales Price Total	Sales Price Per SF	Year Built
I. Townhomes and Condominiums						
Two-Bedroom Units						
93 Kansas St #407	Redlands	92373	1,070	$375,000	$350	2006
93 Kansas St #102	Redlands	92373	1,070	$381,000	$356	2006
93 Kansas St #302	Redlands	92373	1,070	$377,860	$353	2006
93 Kansas St #203	Redlands	92373	1,010	$425,000	$421	2006
1510 Orange Ave #405	Redlands	92373	1,306	$470,000	$360	2012
Minimum			1,010	$375,000	$350	2006
Maximum			1,306	$470,000	$421	2012
Average			1,105	$405,800	$367	2007
Three-Bedroom Units						
93 Kansas St #301	Redlands	92373	1,451	$495,000	$341	2006
93 Kansas St #701	Redlands	92373	1,451	$398,500	$275	2007
93 Kansas St #501	Redlands	92373	1,451	$490,000	$338	2007
1510 Orange Ave #1106	Redlands	92373	1,600	$475,500	$297	2011
1510 Orange Ave #1005	Redlands	92373	1,600	$485,000	$303	2012
1200 E Highland Ave #208	Redlands	92374	1,730	$454,000	$262	2007
Minimum			1,451	$398,500	$262	2006
Maximum			1,730	$495,000	$341	2012
Average			1,547	$466,300	$301	2008
II. Single Family Homes						
Three-Bedroom Units						
918 Lawton St	Redlands	92374	1,200	$540,000	$450	2019
1018 Lawton St	Redlands	92374	1,289	$475,000	$369	2021
926 Herald St	Redlands	92374	1,370	$535,000	$391	2017
1459 Galway Ave	Redlands	92374	1,627	$515,990	$317	2020
1442 Galway Ave	Redlands	92374	1,627	$528,990	$325	2020
1490 Galway Ave	Redlands	92374	1,627	$502,990	$309	2020
1499 Shannon Ave	Redlands	92374	1,627	$647,821	$398	2021
1483 Shannon Ave	Redlands	92374	1,627	$623,797	$383	2021
1475 Claire Ave	Redlands	92374	1,627	$644,857	$396	2021
1710 Camellia Ln	Redlands	92374	1,864	$532,450	$286	2022
1676 Camellia Ln	Redlands	92374	1,864	$581,175	$312	2022
1696 Camellia Ln	Redlands	92374	1,864	$536,990	$288	2022
2060 Clementine St	Redlands	92374	1,940	$675,000	$348	2017
2065 Clementine St	Redlands	92374	1,940	$615,000	$317	2017
2010 Desert Lime Ct	Redlands	92374	1,940	$672,000	$346	2017
1890 Clementine St	Redlands	92374	1,940	$688,000	$355	2017
915 Dahlia	Redlands	92374	1,949	$675,000	$346	2022
943 Dahlia Ave	Redlands	92374	1,949	$667,888	$343	2022
Minimum			1,200	$475,000	$286	2017
Maximum			1,949	$688,000	$450	2022
Average			1,715	$592,100	$345	2020

APPENDIX A

RESALE HOME SALES SURVEY [1]
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: SUPPLEMENTAL ANALYSIS
REDLANDS, CALIFORNIA

Address			Unit Size (SF)	Sales Price		Year Built
				Total	Per SF	
Four-Bedroom Units						
906 Lawton St	Redlands	92374	1,430	$550,000	$385	2022
1410 Galway	Redlands	92374	1,853	$549,835	$297	2020
1434 Claire Ave	Redlands	92374	1,853	$594,335	$321	2020
1450 Claire Ave	Redlands	92374	1,853	$600,270	$324	2021
1443 Claire	Redlands	92374	1,853	$576,070	$311	2021
31040 Sutherland Dr	Redlands	92373	2,191	$900,000	$411	2018
1450 Galway Ave	Redlands	92374	2,227	$528,990	$238	2020
1499 Galway Ave	Redlands	92374	2,227	$521,990	$234	2020
1498 Galway Ave	Redlands	92374	2,227	$495,990	$223	2020
1426 Galway Ave	Redlands	92374	2,227	$567,700	$255	2020
1451 Galway Ave	Redlands	92374	2,227	$571,035	$256	2020
1451 Claire Ave	Redlands	92374	2,227	$589,990	$265	2021
1482 Galway Ave	Redlands	92374	2,227	$545,990	$245	2021
26634 Fino Ct	Redlands	92373	2,386	$836,000	$350	2019
1652 Penny Ln	Redlands	92374	2,397	$922,000	$385	2018
1998 Clementine St	Redlands	92374	2,409	$699,900	$291	2017
842 Royal Knight Trl	Redlands	92374	2,449	$633,190	$259	2022
1825 Montecito	Redlands	92374	2,650	$680,000	$257	2020
1459 Shane Ct	Redlands	92374	2,726	$812,500	$298	2019
1580 Adeline Ave	Redlands	92374	2,741	$715,000	$261	2018
2005 Clementine St	Redlands	92374	2,810	$705,000	$251	2017
1895 Clementine St	Redlands	92374	2,810	$670,000	$238	2017
1744 Sunny Heights Ln	Redlands	92374	2,877	$677,056	$235	2022
1683 Lucas Ln	Redlands	92374	2,924	$800,000	$274	2019
1462 Elliott Ct	Redlands	92374	3,090	$910,000	$294	2019
1475 Lucas Ln	Redlands	92374	3,152	$950,000	$301	2018
1815 Clementine St	Redlands	92374	3,163	$785,000	$248	2017
Minimum			1,430	$495,990	$223	2017
Maximum			3,163	$950,000	$411	2022
Average			2,415	$681,000	$282	2019

APPENDIX A

RESALE HOME SALES SURVEY [1]
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: SUPPLEMENTAL ANALYSIS
REDLANDS, CALIFORNIA

Address			Unit Size (SF)	Sales Price Total	Sales Price Per SF	Year Built
			Five-Bedroom Units			
1721 Camellia Ln	Redlands	92374	2,010	$555,990	$277	2022
1459 Shannon Ave	Redlands	92374	2,537	$798,990	$315	2019
1475 Galway Ave	Redlands	92374	2,537	$675,000	$266	2020
1447 Wicklow	Redlands	92374	2,537	$670,000	$264	2020
1495 Wicklow Ave	Redlands	92374	2,537	$562,970	$222	2020
1458 Galway Ave	Redlands	92374	2,537	$574,410	$226	2020
1504 Galway Ave	Redlands	92374	2,537	$565,505	$223	2020
1434 Galway Ave	Redlands	92374	2,537	$540,990	$213	2020
1506 Shannon Ave	Redlands	92374	2,537	$731,272	$288	2021
1426 Claire Ave	Redlands	92374	2,537	$576,990	$227	2021
1499 Claire Ave	Redlands	92374	2,537	$627,490	$247	2021
1488 Claire Ave	Redlands	92374	2,537	$620,990	$245	2021
1454 Shane Ct	Redlands	92374	2,726	$870,000	$319	2019
1827 Montecito	Redlands	92374	2,908	$650,500	$224	2020
26553 Citrus Ave	Redlands	92373	3,152	$695,000	$220	2018
1826 Montecito Ln	Redlands	92374	3,167	$840,000	$265	2020
1814 Pansy Ct	Redlands	92374	3,297	$955,000	$290	2019
1630 Camden Ct	Redlands	92374	3,306	$745,000	$225	2017
10985 Sunny Cove Ct	Redlands	92373	3,320	$890,000	$268	2018
138 Jacinto Ranches Ln	Redlands	92374	3,462	$1,001,000	$289	2020
1611 Penny Ln	Redlands	92374	3,966	$835,000	$211	2018
Minimum			2,010	$540,990	$211	2017
Maximum			3,966	$1,001,000	$319	2022
Average			2,820	$713,400	$253	2020

[1] Source: Redfin. Based on townhomes/condominiums built after 2005 and single family homes built after 2017. The sales occurred between January 2021 and December 2022.

APPENDIX B

AFFORDABLE SALES PRICE CALCULATIONS
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: SUPPLEMENTAL ANALYSIS
REDLANDS, CALIFORNIA

APPENDIX B - EXHIBIT I

AFFORDABLE SALES PRICE CALCULATIONS [1]
TOWNHOME PROTOTYPE
MODERATE INCOME - 2022 INCOME STANDARDS
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: SUPPLEMENTAL ANALYSIS
REDLANDS, CALIFORNIA

		Two-Bedroom Units	Three-Bedroom Units
I. General Assumptions			
Benchmark Household Size	[2]	3	4
Area Median Income	[3]	$78,650	$87,400
Annual Utilities Allowance	[4]	$5,520	$6,996
HOA, Maintenance & Insurance	[5]	$2,760	$3,000
II. Calculations			
A. Income Allotted to Housing Based on 110% AMI			
Benchmark Annual Household Income		$86,515	$96,140
Income Allotted to Housing @ 35% of Income		$30,280	$33,650
B. Property Taxes @ 1.15% of Affordable Sales Price		$3,130	$3,360
C. Income Available for Mortgage Debt Service	[6]	$18,870	$20,294
D. Affordable Sales Price			
Supportable Mtg @ 6.14% Interest	[7]	$258,400	$277,900
Home Buyer Down Payment @ 5% of ASP		13,600	14,600
Affordable Sales Price		$272,000	$292,500

[1] The Affordable Sales Price calculations are based on the California Health and Safety Code Section 50052.5 methodology.

[2] Under the California Health & Safety Code Section 50052.5 calculation methodology, the "family size appropriate for the unit" benchmark is set at the number of bedrooms in the unit plus one. This benchmark is used solely for the purposes of calculating the Affordable Sales Price. It is neither an occupancy cap nor a floor.

[3] Based on 2022 San Bernardino County household incomes published by the California Department of Housing & Community Development (HCD).

[4] Utilities allowances are based on the Housing Authority of the County of San Bernardino utility allowance schedule for detached homes effective as of 12/1/22. Assumes: Electric Heating, Electric Cooking, Electric Water Heater, Basic Electric, Air Conditioning, Water, Sewer; and Trash.

[5] Based in part on the HOA dues identified in the home sales survey presented in APPENDIX A.

[6] Based on the Income Allotted to Housing minus the following: Annual Utilities Allowance; HOA, Maintenance & Insurance; and Property Taxes @ 1.15% of Affordable Sales Price.

[7] Based on a 100 basis points premium applied to the Freddie Mac monthly average, between January 2022 and December 2022, for a fixed-interest rate loan with a 30-year amortization period.

APPENDIX B - EXHIBIT II

AFFORDABLE SALES PRICE CALCULATIONS [1]
DETACHED SINGLE FAMILY HOME PROTOTYPE
MODERATE INCOME - 2022 INCOME STANDARDS
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: SUPPLEMENTAL ANALYSIS
REDLANDS, CALIFORNIA

			Three-Bedroom Units	Four-Bedroom Units	Five-Bedroom Units
I.	**General Assumptions**				
	Benchmark Household Size	[2]	4	5	6
	Area Median Income	[3]	$87,400	$94,400	$101,400
	Annual Utilities Allowance	[4]	$6,996	$8,472	$9,948
	Maintenance & Insurance	[5]	$1,200	$1,500	$1,800
II.	**Calculations**				
	A. Income Allotted to Housing Based on 110% AMI				
	Benchmark Annual Household Income		$96,140	$103,840	$111,540
	Income Allotted to Housing @ 35% of Income		$33,650	$36,340	$39,040
	B. Property Taxes @ 1.15% of Affordable Sales Price		$3,620	$3,750	$3,880
	C. Income Available for Mortgage Debt Service	[6]	$21,834	$22,618	$23,412
	D. Affordable Sales Price				
	Supportable Mtg @ 6.14% Interest	[7]	$299,000	$309,800	$320,600
	Home Buyer Down Payment @ 5% of ASP		15,700	16,300	16,900
	Affordable Sales Price		$314,700	$326,100	$337,500

[1] The Affordable Sales Price calculations are based on the California Health and Safety Code Section 50052.5 methodology.

[2] Under the California Health & Safety Code Section 50052.5 calculation methodology, the "family size appropriate for the unit" benchmark is set at the number of bedrooms in the unit plus one. This benchmark is used solely for the purposes of calculating the Affordable Sales Price. It is neither an occupancy cap nor a floor.

[3] Based on 2022 San Bernardino County household incomes published by the California Department of Housing & Community Development (HCD).

[4] Utilities allowances are based on the Housing Authority of the County of San Bernardino utility allowance schedule for detached homes effective as of 12/1/22. Assumes: Electric Heating, Electric Cooking, Electric Water Heater, Basic Electric, Air Conditioning, Water,

[5] Based in part on the HOA dues identified in the home sales survey presented in APPENDIX A.

[6] Based on the Income Allotted to Housing minus the following: Annual Utilities Allowance; HOA, Maintenance & Insurance; and Property Taxes @ 1.15% of Affordable Sales Price.

[7] Based on a 100 basis points premium applied to the Freddie Mac monthly average, between January 2022 and December 2022, for a fixed-interest rate loan with a 30-year amortization period.

APPENDIX C

IN-LIEU FEE CALCULATIONS
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: SUPPLEMENTAL ANALYSIS
REDLANDS, CALIFORNIA

APPENDIX C

IN-LIEU FEE CALCULATIONS (5% STANDARD)
OWNERSHIP HOUSING DEVELOPMENT
INCLUSIONARY HOUSING: SUPPLEMENTAL ANALYSIS
REDLANDS, CALIFORNIA

			Townhome Prototype	Single Family Home Prototype
I.	**Sales Price Difference**			
	A. Two-Bedroom Units			
	Market Rate Sales Price	[1]	$525,000	
	Affordable Sales Price	[2]	272,000	
	Difference		$253,000	
	B. Three-Bedroom Units			
	Market Rate Sales Price	[1]	$564,000	$684,000
	Affordable Sales Price	[2]	292,500	314,700
	Difference		$271,500	$369,300
	C. Four-Bedroom Units			
	Market Rate Sales Price	[1]		$744,000
	Affordable Sales Price	[2]		326,100
	Difference			$417,900
	D. Five-Bedroom Units			
	Market Rate Sales Price			$807,000
	Affordable Sales Price			337,500
	Difference			$469,500
II.	**Distribution of Total Units**	[3]		
	Two-Bedroom Units		65%	
	Three-Bedroom Units		35%	30%
	Four-Bedroom Units			40%
	Five-Bedroom Units			30%
III.	**Assumptions**			
	Total Units		72	60
	Total Saleable Area		103,600	142,200
	Weighted Avg Unit Size (Sf)		1,440	2,370
	Inclusionary Housing Percentage		5%	5%
	Inclusionary Units		4	3
IV.	**In-Lieu Fee**			
	Affordability Gap Per Inclusionary Unit	[4]	$259,500	$418,800
	Total In-Lieu Fee		$1,038,000	$1,256,400
	Per Total Unit in the Project		$14,420	$20,940
	Per Sf of Total Saleable Area		$10.00	$8.80

[1] The market rate sales prices are drawn from the pro forma analyses.

[2] See APPENDIX B.

[3] Based on the unit mix distribution applied in the pro forma analyses.

[4] Based on unit mix distribution and the weighted average difference between the Market Rate Sales Prices and the Affordable Sales Prices.

APPENDIX B

AFFORDABLE RENT CALCULATIONS
2022 INCOME STANDARDS
APARTMENT DEVELOPMENT
INCLUSIONARY HOUSING: FINANCIAL EVALUATION
REDLANDS, CALIFORNIA

			Studio Units	One-Bedroom Units	Two-Bedroom Units	Three-Bedroom Units
I.	**General Assumptions**					
	Benchmark Household Size	[1]	1	2	3	4
	Area Median Income	[2]	$61,200	$69,900	$78,650	$87,400
	Monthly Utilities Allowance	[3]	$130	$158	$222	$289
	% of Income Allotted to Housing Expenses		30%			
				Very Low Income		
I.	**Household Income Assumptions**					
	% of AMI Used for Rent Setting Purposes	[4]	50%	50%	50%	50%
	Benchmark Annual Household Income		$30,600	$34,950	$39,325	$43,700
II.	**Gross Affordable Rent**					
	Annual		$9,180	$10,485	$11,798	$13,110
	Monthly		$765	$874	$983	$1,093
III.	**Net Affordable Rent**	[5]	$635	$716	$761	$804
				Low Income		
I.	**Household Income Assumptions**					
	% of AMI Used for Rent Setting Purposes	[6]	80%	80%	80%	80%
	Benchmark Annual Household Income		$48,960	$55,920	$62,920	$69,920
II.	**Gross Affordable Rent**					
	Annual		$14,688	$16,776	$18,876	$20,976
	Monthly		$1,224	$1,398	$1,573	$1,748
III.	**Net Affordable Rent**	[5]	$1,094	$1,240	$1,351	$1,459
				Moderate Income		
I.	**Household Income Assumptions**					
	% of AMI Used for Rent Setting Purposes	[7]	110%	110%	110%	110%
	Benchmark Annual Household Income		$67,320	$76,890	$86,515	$96,140
II.	**Gross Affordable Rent**					
	Annual		$20,196	$23,067	$25,955	$28,842
	Monthly		$1,683	$1,922	$2,163	$2,404
III.	**Net Affordable Rent**	[5]	$1,553	$1,764	$1,941	$2,115

[1] Under the California Health & Safety Code Section 50052.5 calculation methodology, the "family size appropriate for the unit" benchmark is set at the number of bedrooms in the unit plus one. This benchmark is used solely for the purposes of calculating the Affordable Sales Price. It is neither an occupancy cap nor a floor.

[2] Based on the median income for San Bernardino County published annually by the California Department of Housing & Community Development (HCD).

[3] Utilities allowances are based on the Housing Authority of the County of San Bernardino utility allowance schedule for apartment development effective as of 12/1/22. Assumes: Electric Heating, Electric Cooking, and Electric Water Heater; Basic Electric; and Air Conditioning.

[4] Based on 50% of AMI. This percentage of AMI is based on the standard identified in California Health & Safety Code Section 50053.

[5] The Net Affordable Rent equals the Gross Affordable Rent minus the Monthly Utilities Allowance.

[6] Based on 80% of AMI. This percentage of AMI is based on the standard identified in AB 1505.

[7] Based on 110% of AMI. This percentage of AMI is based on the standard identified in California Health & Safety Code Section 50053.

City Council Meeting **J. 2.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution Nos. 8484 and 8485
(Mayor to declare meeting open as a public hearing)

a. Resolution 8484 - Calling a special election on the question of levying special taxes within the territory to be annexed to Community Facilities District No. 2004-1; and

b. Resolution No. 8485 - Declaring results of special election of Annexation No. 25 to Community Facilities District No. 2004-1

(Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor opens public hearing.
2. Mayor asks City Clerk if notice of the hearing has been published and mailed as required by law.
3. Mayor calls for report from the development services department with regard to the annual levy of special taxes within the annexing territory to pay costs of the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within lettered lot “A” and street right-of-way adjacent to Tract Map No. 20065, and any other public services authorized by the act.
4. Mayor asks if anyone wishes to file a protest or speak regarding the proposed annexation.
5. Mayor asks if City Clerk agrees to hold the special election within the annexing territory on June 20, 2023.
6. Mayor closes public hearing.
7. The City Council may adopt the following resolution: resolution of the City Council of the City of Redlands calling special election and submitting to the qualified electors of territory proposed to be annexed to community facilities district No. 2004-1 of the City of Redlands the question of levying special taxes within that territory (Annexation No. 25).
8. City Clerk conducts special election and announces results of canvass of

votes cast.

9. The City Council may adopt the following resolution: resolution of the City Council of the City of Redlands declaring the results of the special election for community facilities district No. 2004-1 of the City of Redlands on the proposition of the annual levy of special taxes within the territory proposed to be annexed to said community facilities district to pay the costs of certain services to be provided by the community facilities district, determining that the territory proposed to be annexed is added to and part of said community facilities district with full legal effect, and ordering the recording of a map of the boundaries of said community facilities district including the territory annexed thereto (Annexation No. 25).

MOTION(S):

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

1. I move City Council approve Resolution No. 8484.

   Mayor to request City Clerk to conduct Special Election and announce results of canvass of votes cast; and

2. I move City Council approve Resolution No. 8585.

RECOMMENDATION:

Staff recommends the Mayor conduct the annexation proceeding in accordance with the above "Mayor's Agenda" and City Council adopt Resolution Nos. 8484 and 8485.

DISCUSSION:

On May 16, 2023, City Council approved Resolution No. 8468 to commence with the annexation proceedings for GS Redlands LLC, Tract Map No. 20065, to Community Facilities District No. 2004-1 (CFD) for the purposes of performing maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within and adjacent to Tract Map No. 20065. Additionally, at that meeting, a public hearing was set for June 20, 2023, regarding the annexation of approximately 7.77 acres of land located on the south side of East Highland Avenue and west of Redlands Street. At the conclusion of the public hearing, City Council will consider adopting Resolution No. 8484 scheduling a special election within the territory to be annexed. Resolution No. 8484 schedules the special election for June 20, 2023, immediately following the public hearing.

GS Redlands LLC, requested the annexation of its property into the CFD and delivered to the City Clerk a written waiver consenting to the special election being conducted by the City Clerk on June 20, 2023. The City Clerk consented to conduct the special election on that date.

Immediately following the adoption of Resolution No. 8484, the property owners will deliver voted ballots to the City Clerk. The City Clerk will then canvass the voted ballot(s) and report the results of the election to the Council. The Council will then consider the adoption of Resolution No. 8485, declaring the results of the election, which will complete the annexation of the property to the Community Facilities District.

The adoption of Resolution Nos. 8484 and 8485 are not subject to environmental review pursuant to Section 15061 (b)(3) of the California Environmental Quality Act, as the adoption of these Resolutions does not have the potential for causing a significant effect on the environment.

CFD 2004-1 has had multiple annexations in the past 19 years which are listed in Attachment "M".

ALTERNATIVES:

The Council may choose to deny the request to annex property into CFD No. 2004-1; however, another funding source for the maintenance of the infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees will need to be identified.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Donald P. Young, One Stop Permit Center Manager

Fiscal Impact

Budgeted Y/N: NA

Discussion:

There is no fiscal impact to the City as all costs for this annexation are borne by the property owner.

Appropriation Required Y/N: No

Discussion:

There is no fiscal impact to the City as all costs for this annexation are borne by the property owner.

Attachments

Attachment A - Resolution No. 8468 - Resolution of Intent
Attachment B – Ballot
Attachment C - Official Ballot
Attachment D - APN Map
Attachment E - Aerial
Attachment F - Resolution 8484 Calling Election
Attachment G - Resolution 8485 Declare Results of Election
Attachment H - Notice of Hearing
Attachment I – Boundary Map
Attachment J - Affidavit Proof of Publication
Attachment K - Signed Redlands CFD 2004-1 Annex No. 25 - Waiver
Attachment L – Voter Certification from County of San Bernardino
Attachment M - Annexation List

RESOLUTION NO. 8468

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 25)

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

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

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

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

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

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

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

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

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

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

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

Section 5. **Description of Territory Proposed To Be Annexed; Annexation Map**. The territory that is included in the Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004, in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 25, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk (the "Annexation Map").

Section 6. **Types of Services; Incidental Expenses; Plan for Providing Services**. The services to be provided and financed by the Community Facilities District include the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within letter lot "A" and street right-of-way adjacent to Tract Map No. 20065, and any other public services authorized by the Act, in the area of the Property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes at the same rate to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, as previously described, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory proposed to be annexed thereto.

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

the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B," attached hereto and by this reference made a part hereof. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category G as set forth in Exhibit "B" attached hereto and for Fiscal Year 2023-24, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" attached hereto, subject to annual increases beginning in Fiscal Year 2024-25 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B".

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

Section 9. **Hearing**. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on June 20, 2023, in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, or via teleconference as directed by the City due to COVID-19 social distancing guidelines.

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

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

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

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is, therefore, to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

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

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

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

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

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter, and

shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

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

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

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

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

ADOPTED, SIGNED, AND APPROVED this 16th day of May, 2023.

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, Deputy City Clerk of the City of Redlands, hereby certify that the foregoing resolution was adopted by the City Council at a regular meeting thereof held on the 16th day of May, 2023 by the following vote:

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

Jeanne Donaldson, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
ANNEXATION NO. 25 TO
COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF REDLANDS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

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

0174711010000
0174711020000
0174711030000
0174711040000
0174711050000
0174711060000
0174711070000
0174711080000
0174711090000
0174711100000
0174711110000
0174711120000
0174711130000
0174711140000
0174711150000
0174711160000
0174711170000
0174711180000
0174711190000
0174711200000
0174711210000
0174711220000
0174711230000
0174711240000
0174711250000
0174711260000
0174711270000
0174711280000
0174711290000
0174711300000 Exempt

EXHIBIT "B"

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

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

A. DEFINITIONS

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

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

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

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

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

"City" means the City of Redlands.

"Council" has the meaning set forth in the preamble.

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

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

"District" has the meaning set forth in the preamble.

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

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

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

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

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

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

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

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

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

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

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

"Taxable Property" means Parcels that are not Exempt Property.

B. ASSIGNMENT TO LAND USE CATEGORY

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

TABLE 1
Land Use Category

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

C. MAXIMUM SPECIAL TAX RATES

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

TABLE 2
Maximum Special Tax Rates

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

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

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

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

D. METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

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

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

E. FUTURE ANNEXATIONS

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

OFFICIAL BALLOT

SPECIAL ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

June 20, 2023

To vote, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Redlands and obtain another.

PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed (the "Property") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), to pay the costs of the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within letter lot "A" and street right-of-way adjacent to Tract Map No. 20065, and any other public services authorized by the Mello-Roos Community Facilities Act, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category "G", as set forth in Exhibit "B" to Resolution No. 8468 and for Fiscal Year 2023-24, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" to Resolution No. 8468, subject to annual increases beginning in Fiscal Year 2024-25 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B" be approved?

YES	
NO	

GS Redlands LLC
7.77 acres – 8 votes

CERTIFICATION

I certify that I am the authorized representative of GS Redlands LLC, a California limited liability company, the owner of property to be annexed and included within the boundaries of Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California, (the "Owner") and that I am authorized to vote the Official Ballot to which this certification is attached. I further certify that in voting said ballot it was my intent, as well as the intent of the Owner, to vote all votes to which the Owner is entitled on Proposition A set forth in said ballot as marked in the voting square opposite such proposition. I further certify that the Owner is the owner of approximately 7.77 acres of land proposed to be included within said community facilities district, and that in voting said ballot I intended to vote each vote to which such acreage would entitle the Owner in the manner marked on said ballot.

I certify that this certification was executed on _____, 2023, at _____, California.

GS Redlands LLC, a California limited liability company

_____

By: Youngtae Choi
Its: President

OFFICIAL BALLOT

SPECIAL ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

June 20, 2023

To vote, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Redlands and obtain another.

PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed (the "Property") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), to pay the costs of the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within letter lot "A" and street right-of-way adjacent to Tract Map No. 20065, and any other public services authorized by the Mello-Roos Community Facilities Act, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category "G", as set forth in Exhibit "B" to Resolution No. 8468 and for Fiscal Year 2023-24, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" to Resolution No. 8468, subject to annual increases beginning in Fiscal Year 2024-25 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B" be approved?

YES	X
NO	

GS Redlands LLC
7.77 acres – 8 votes

CERTIFICATION

I certify that I am the authorized representative of GS Redlands LLC, a California limited liability company, the owner of property to be annexed and included within the boundaries of Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California, (the "Owner") and that I am authorized to vote the Official Ballot to which this certification is attached. I further certify that in voting said ballot it was my intent, as well as the intent of the Owner, to vote all votes to which the Owner is entitled on Proposition A set forth in said ballot as marked in the voting square opposite such proposition. I further certify that the Owner is the owner of approximately 7.77 acres of land proposed to be included within said community facilities district, and that in voting said ballot I intended to vote each vote to which such acreage would entitle the Owner in the manner marked on said ballot.

I certify that this certification was executed on JUNE 20, 2023, at IRVINE, California.

GS Redlands LLC, a California limited liability company

By: Youngtae Choi
Its: President

17942.00056\41239397.1

PLEASE TYPE OR PRINT ALL INFORMATION

I declare under penalty of perjury that I am (one of) the landowner(s) or the authorized representative of the landowner(s) entitled to vote the within contained mail ballot, and that I am the person whose name appears below.

Executed on Jun 20, 2023, at Irvine, CA.
(State)

RECEIVED

JUN 12 2023

Redlands City Clerk

Name: Youngtae Choi

Address: 17801 Von Karman Ave. Suite 875 Irvine CA 92614

(Signature)

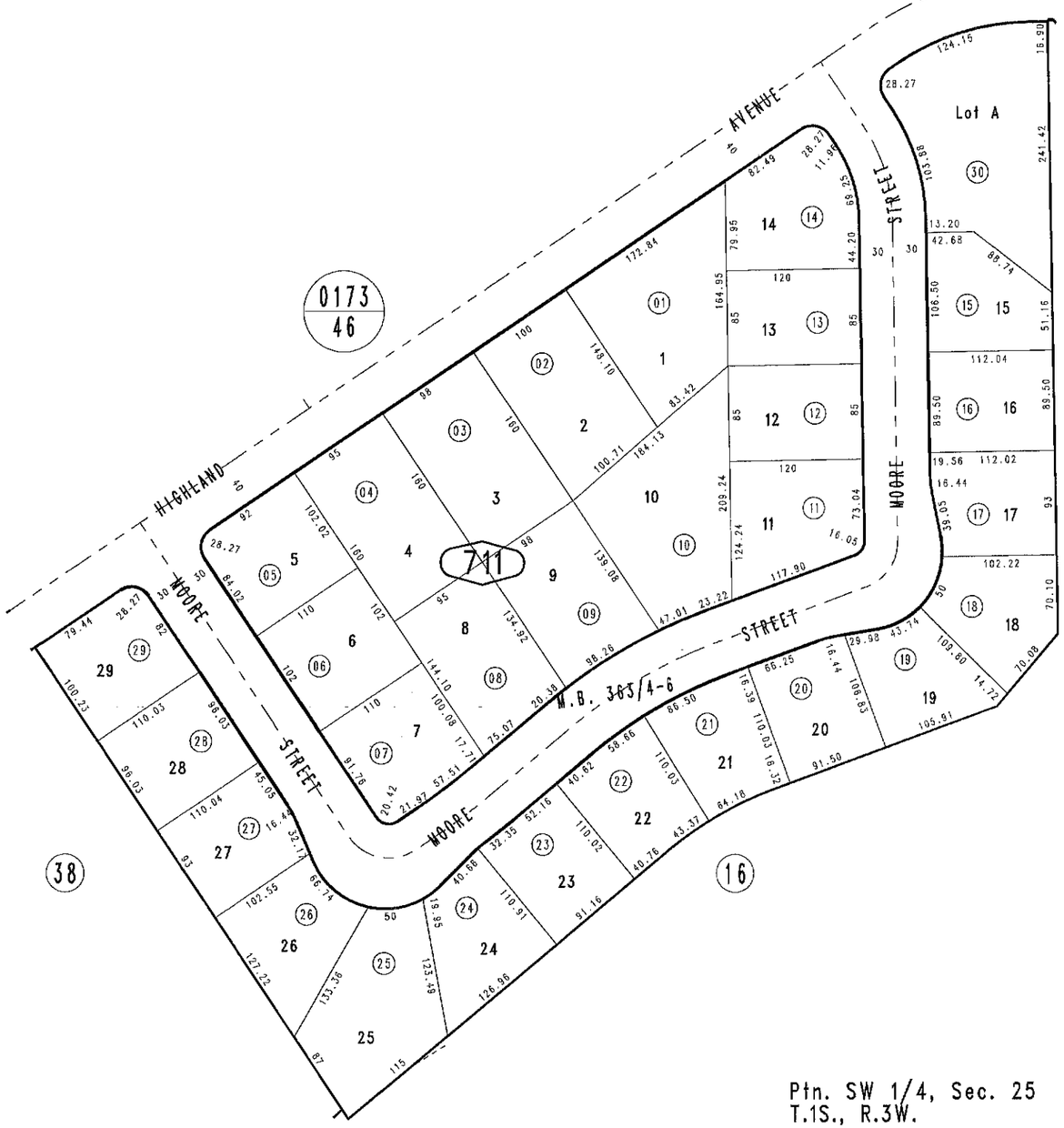
THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Tract No. 20065, M.B. 363/4-6

City of Redlands
Tax Rate Area
5000

0174 - 71

1" = 100'



Ptn. SW 1/4, Sec. 25
T.1S., R.3W.

Assessor's Map
Book 0174 Page 71
San Bernardino County

REVISED

January 2023 GW


PINEWOOD CT
FERNWOOD DR
S LINCOLN ST
E HIGHLAND AVE
REDLANDS ST
KENWOOD DR
5THAVE

RESOLUTION NO. 8484

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CALLING SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF TERRITORY PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS THE QUESTION OF LEVYING SPECIAL TAXES WITHIN THAT TERRITORY (ANNEXATION NO.25)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has heretofore conducted proceedings for the establishment of and has established Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), and the Community Facilities District has been authorized to annually levy special taxes to pay the costs of certain services which are necessary to meet increased demands placed upon the City as a result of development; and

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

WHEREAS, on May 16, 2023, the City Council adopted Resolution No. 8468, a resolution of intention to annex territory to the Community Facilities District pursuant to Section 53339.2 of the California Government Code, determining that the public convenience and necessity require that certain property, consisting of approximately 7.77 acres, be annexed to the Community Facilities District and containing all of the matters prescribed by Section 53339.3 of said Code, and fixing 6:00 p.m., or as soon thereafter as the matter may be heard, on June 20, 2023, in the meeting room of the City Council, or via teleconference as directed by the City due to COVID-19 social distancing guidelines as the time and place for a hearing upon said resolution; and

WHEREAS, pursuant to said resolution, the City Clerk has published and mailed notice of the time and place of said hearing as required by Section 53339.4 of said Code; and

WHEREAS, on June 20, 2023, at the time and place of said hearing, the City Council afforded all interested persons for or against the annexation of said property to the Community Facilities District an opportunity to present testimony and to protest against the proposed annexation of said property to the Community Facilities District, and no protests, either oral or in writing, were received; and

WHEREAS, pursuant to Section 53339.7 of said Code, the City Council may now submit the question of levying a special tax within the territory proposed to be annexed to the Community Facilities District to the qualified electors within that territory;

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

Section 1. Findings. The City Council finds that: (i) the foregoing recitals are correct; (ii) less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District during the 90 days preceding the close of the public hearing held on June 20, 2023, and no persons are registered to vote therein; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory proposed to be annexed to the Community Facilities District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within said territory which would be subject to the proposed special taxes if they were levied at the time of the election; and (iv) pursuant to said Section 53326, the special election must be held at least 90 days, but not more than 180 days following the date of the adoption of this resolution, unless such time periods are waived with the unanimous waiver of the qualified electors. All of the qualified electors in the territory to be annexed waived the time limits and election formalities of the special election.

Section 2. Special Election. A special election is called for and shall be held on Tuesday, June 20, 2023, for the purpose of submitting to the qualified electors of the territory proposed to be annexed to the Community Facilities District the question of whether special taxes shall annually be levied within said territory to pay the costs of the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street tees within letter lot "A" and street right-of-way adjacent to Tract Map No 20065 and any other public services authorized by the Act, in the area of the Property and the Community Facilities District, the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services, and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District pursuant to the Rates and Method of Apportionment of the Special Taxes, attached as Exhibit "B" to Resolution No. 8468.

Section 3. Ballot Proposition. The proposition to be submitted on June 20, 2023, to the qualified electors of the territory proposed to be annexed to the Community Facilities District shall be as follows:

> PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California, to pay the costs of the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within letter lot "A" and street right-of-way adjacent to Tract Map No. 20065, and any other public services authorized by the Act, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category "G", as set forth in Exhibit "B" to Resolution No. 8468 for Fiscal Year 2023-24, and each Fiscal

Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" to Resolution No. 8468, subject to annual increases beginning in Fiscal Year 2024-25 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B" be approved?

Section 4. Conduct of Election. Except as otherwise provided in Section 5 hereof, said election shall be conducted by the City Clerk (the "City Clerk") pursuant to the provisions of the California Elections Code governing elections of cities, and the provisions of Division 4 (commencing with Section 4000) of said Code, insofar as they may be applicable.

Section 5. Election Procedures. The procedures to be followed in conducting said election shall be as follows:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid.

(b) Pursuant to applicable sections of the aforementioned provisions of the California Elections Code governing the conduct of mail ballot elections, including in particular Division 4 (commencing with Section 4000) of said Code, the City Clerk shall mail or deliver to each qualified elector an official ballot in the form attached hereto as Exhibit "A," and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of Resolution No. 8468.

(c) The official ballot to be mailed by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the Community Facilities District.

(d) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: the name of the landowner, the address of the landowner, a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, the printed name and signature of the voter, the address of the voter, the date of signing and place of execution of said

declaration, and a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

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

(f) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election and shall file a statement with the City Council as to the results of such canvass and the election on the proposition set forth in the official ballot.

ADOPTED this 20th day of June, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

OFFICIAL BALLOT

SPECIAL ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA
June 20, 2023

To vote, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Redlands and obtain another.

PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California, to pay the costs of the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within letter lot "A" and street right-of-way adjacent to Tract Map No. 20065, and any other public services authorized by the Act, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category "G", as set forth in Exhibit "B" to Resolution No. 8468 for Fiscal Year 2023-24, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" to Resolution No. 8468, subject to annual increases beginning in Fiscal Year 2024-25 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B" be approved?

YES	
NO	

CERTIFICATION

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing resolution was regularly adopted by the City Council of said City at a regular meeting of said Council duly held on the 20th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of June, 2023.

_____

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8485

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING THE RESULTS OF THE SPECIAL ELECTION FOR COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS ON THE PROPOSITION OF THE ANNUAL LEVY OF SPECIAL TAXES WITHIN THE TERRITORY PROPOSED TO BE ANNEXED TO SAID COMMUNITY FACILITIES DISTRICT TO PAY THE COSTS OF THE CERTAIN SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT, DETERMINING THAT THE TERRITORY PROPOSED TO BE ANNEXED IS ADDED TO AND PART OF SAID COMMUNITY FACILITIES DISTRICT WITH FULL LEGAL EFFECT, AND ORDERING THE RECORDING OF A MAP OF THE BOUNDARIES OF SAID COMMUNITY FACILITIES DISTRICT INCLUDING THE TERRITORY ANNEXED THERETO (ANNEXATION NO.25)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has heretofore conducted proceedings for the annexation of approximately 7.77 acres of land (the "Territory") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), including conducting a public hearing pursuant to Section 53339.5 of the Government Code; and

WHEREAS, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for June 20, 2023 and submitting to the qualified electors of the territory to be annexed to the Community Facilities District the question of levying special taxes within that territory to pay the costs of the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within letter lot "A" and street right-of-way adjacent to Tract Map No. 20065, and any other public services authorized by the Act, in the area of the Territory and the Community Facilities District and the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District (the "Election Resolution"); and

WHEREAS, the City Council has received a statement from the City Clerk (the "City Clerk"), who pursuant to the Election Resolution was authorized to conduct such special election and act as the election official therefor, with respect to the canvass of the ballot returned in and the results of said special election, certifying that at least two-thirds of the votes cast upon the proposition submitted to the qualified electors in said special election were in favor of such proposition.

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

Section 1. Findings. The City Council finds that: (i) there are no registered voters residing within the Territory at the time of the close of the public hearing on June 20, 2023, and pursuant to Section 53326 of the Government Code, the vote in said special election was, therefore, to be by the landowners owning land within the Territory, with each landowner having one vote for each acre or portion thereof of land that he or she owned within the Territory; (ii) pursuant to said

Section 53326 and the Election Resolution, the City Clerk caused to be delivered an official ballot for the special election to the owner of the land within the Territory, with return postage prepaid; (iii) said special election has been properly conducted in accordance with all statutory requirements and the provisions of the Election Resolution; (iv) pursuant to said Section 53326, GS Redlands LLC, the owner of all the land within the Territory, was entitled to eight (8) votes; (v) said landowner returned its ballot to the City Clerk prior to the time set by the City Clerk for the close of the election on June 20, 2023; (vi) the ballot returned to the City Clerk by said landowner voted all votes of said landowner in favor of the proposition set forth therein; (vii) at least two-thirds of the votes cast in such special election on said proposition were in favor thereof, and pursuant to Sections 53328 and 53329 of the Government Code, said proposition carried; (viii) pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the Territory to be annexed has been added to and become a part of the Community Facilities District with full legal effect; and (ix) the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the Territory to pay the costs of the services to be provided by the Community Facilities District.

Section 2. Declaration of Results. At least two-thirds of the votes voted in the special election on the proposition of the annual levy of special taxes within the Territory to pay the costs of the services to be provided by the Community Facilities District were voted in favor thereof, and such proposition carried.

Section 3. Annexation. The Territory is annexed and added to and is a part of the Community Facilities District with full legal effect, and the City Council shall annually levy special taxes within the Territory at the rates specified in Resolution No. 8468 adopted by the City Council on May 16, 2023, to pay costs of certain services to be provided by the Community Facilities District. The boundaries of the Territory are shown on the map entitled, "Annexation Map No. 25, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which was recorded on _____, 2023, in the office of the County Recorder of the County of San Bernardino as Document No. 2023-_____.

Section 4. Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of San Bernardino an amendment of the notice of special tax lien and a map of the amended boundaries of the Community Facilities District including the Territory.

ADOPTED this 20th day of June, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CERTIFICATION

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing resolution was regularly adopted by the City Council of said City at a regular meeting of said Council duly held on the 20th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of June, 2023.

_____

Jeanne Donaldson, City Clerk

NOTICE OF HEARING ON RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS (ANNEXATION NO. 25)

NOTICE IS HEREBY GIVEN that on May 16, 2023, the City Council of the City of Redlands adopted Resolution No. 8468, declaring the intention of the City Council to annex territory to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), and fixing the time and place of a public hearing thereon for 6:00 p.m., or as soon thereafter as the matter may be heard, on June 20, 2023 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, or via teleconference as directed by the City due to COVID-19 social distancing guidelines, at which time the City Council will hear the testimony of all interested persons for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property.

Resolution No. 8468 provides in summary as follows:

1. The City Council declared its intention to conduct proceedings for the annexation to the Community Facilities District of the territory described in Exhibit "A" to Resolution No. 8468. The City Council determined that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

2. The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described on the map thereof entitled "Annexation Map No. 25, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk of the City of Redlands.

3. The types of public services to be provided within the Community Facilities District are as follows:

The services to be provided and financed by the Community Facilities District are the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within letter lot "A" and street right-of-way adjacent to Tract Map No. 20065, and any other public services authorized by the Act, in the area of the Property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes to

finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory to be annexed thereto.

4. Special taxes sufficient to pay the costs of the services described in Section 3 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" to Resolution No. 8468. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category G as set forth in said Exhibit "B", and for Fiscal Year 2023-24, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in said Exhibit "B", subject to annual increases beginning in Fiscal Year 2024-25 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B".

The maximum amounts of special taxes which may be annually levied are as follows:

ASSIGNMENT TO LAND USE CATEGORY

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

TABLE 1
Land Use Category

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

MAXIMUM SPECIAL TAX RATES

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

TABLE 2
Maximum Special Tax Rates

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

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

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

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

METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

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

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

5. A public hearing on the annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on June 20, 2023, in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, or via teleconference as directed by the City due to COVID-19 social distancing guidelines.

6. The City Clerk shall publish a notice of the time and place of said hearing and shall also give notice of the time and place of said hearing by first-class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District. Said notice shall be published at least seven (7) days and mailed at least 15 days before the date of the hearing.

7. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed

to the Community Facilities District to pay the costs of services to be financed by the community facilities district shall be as follows:

(a) If at the time of the close of the public or protest hearing at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council, and the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

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

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

(3) Ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid.

(4) The City Clerk shall mail to each qualified elector an official ballot, and shall also mail to all such qualified electors other required election documents, including a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots.

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

(6) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk

shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

Resolution No. 8468 contains other provisions which are not summarized above. A copy of Resolution No. 8468 may be reviewed or obtained at the office of the City Clerk of the City of Redlands located at 35 Cajon Street, Redlands, California.

NOTICE IS FURTHER GIVEN that at the time and place of said hearing, all persons interested for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services within the territory proposed to be annexed to the Community Facilities District will be heard. At the hearing, protests against the proposals described in Resolution No. 8468 may be made by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk prior to the time fixed for the hearing. The City Council may waive any irregularities in the form or content of any written protests and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn in writing at any time before the conclusion of the hearing.

If the owners of one-half or more of the area of land in the territory included in the existing district, or if the owners of one-half or more of the area of land in the territory proposed to be annexed to the Community Facilities District file written protests against the proposed annexation of such territory to the Community Facilities District, and protests are not withdrawn so as to reduce the protest to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of decision of the City Council on the issues discussed at the hearing.

The hearing may be continued from time to time, but shall be completed within 30 days. At the conclusion of the hearing, the City Council may abandon the proceedings or may, after passing upon all protests, submit the question of levying the special tax within the area proposed to be annexed to the Community Facilities District to the qualified electors of the area proposed to be annexed.

DATED: May 16, 2023

/s/
Jeanne Donaldson, City Clerk
City of Redlands, County of San Bernardino

Conformed Copy

ANNEXATION MAP NO. 25

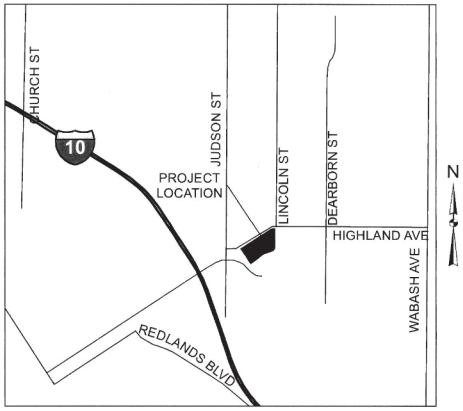
COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

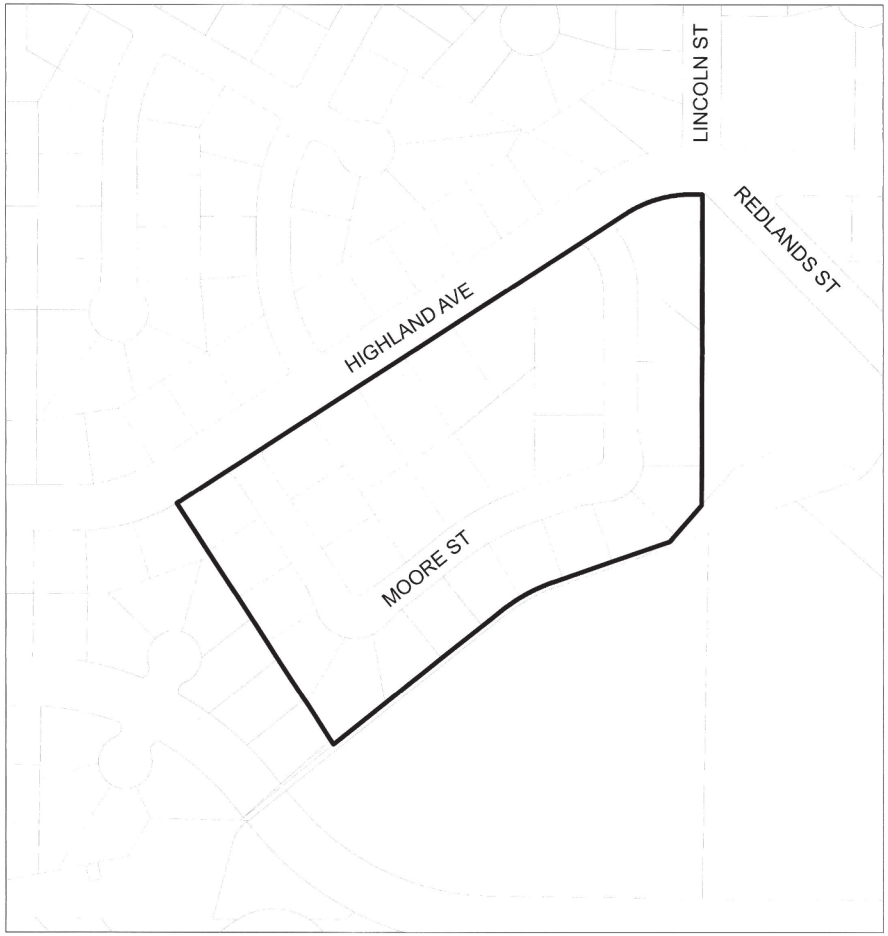
THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA. THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON MAY 18, 2004 BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 94 AND AS INSTRUMENT NO. 2004-0347327 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OF THE AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AT A REGULAR MEETING THEREOF, HELD ON THE 16TH DAY OF MAY, 2023, BY IT'S RESOLUTION NO. 8468.

CITY CLERK OF THE CITY OF REDLANDS

VICINITY MAP
NOT TO SCALE





SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2023-0126045 THIS 24th DAY OF May, 2023, AT THE HOUR OF 2:54 O'CLOCK P. M., IN BOOK 91 OF * , PAGE 14. AT THE REQUEST OF City of Redlands. IN THE AMOUNT OF $ 11.00.

* Assessment Maps

CHRIS WILHITE
ASSESSOR-RECORDER-COUNTY CLERK
SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF REDLANDS THIS 16TH DAY OF MAY, 2023.

BY: _____
CITY CLERK OF THE CITY OF REDLANDS

Assessor's Parcel Numbers

0174-711-01-0000	0174-711-16-0000
0174-711-02-0000	0174-711-17-0000
0174-711-03-0000	0174-711-18-0000
0174-711-04-0000	0174-711-19-0000
0174-711-05-0000	0174-711-20-0000
0174-711-06-0000	0174-711-21-0000
0174-711-07-0000	0174-711-22-0000
0174-711-08-0000	0174-711-23-0000
0174-711-09-0000	0174-711-24-0000
0174-711-10-0000	0174-711-25-0000
0174-711-11-0000	0174-711-26-0000
0174-711-12-0000	0174-711-27-0000
0174-711-13-0000	0174-711-28-0000
0174-711-14-0000	0174-711-29-0000
0174-711-15-0000	0174-711-30-0000

LEGEND

ANNEXATION BOUNDARY

PARCEL BOUNDARY

XXXX-XXX-XX-XXXX ASSESSOR'S PARCEL NUMBER

THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2022-2023.

Webb MUNICIPAL FINANCE

M:\GIS-Assessment\Redlands\CFD2004-1_Annex25_Sub-divided.mxd

PROOF OF PUBLICATION
(2015.5 C.C.P.)

(Space below for stamp only)
RECEIVED

JUN 05 2023

Redlands City Clerk

Proof of Publication of

STATE OF CALIFORNIA
County of San Bernardino
ss.

The undersigned hereby certifies as follows:

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of twenty-one years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Redlands Daily Facts, a newspaper of general circulation, published daily in the City of Redlands, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Bernardino, State of California, under the date of October 10, 1927, Case Number 26980; that the notice, of which the annexed is a true printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on each of the following dates, to-wit:

5/27

all in the year 2023

I certify under the penalty of perjury that the foregoing is true and correct:

Pamela S. Harris
Signature

Executed on the 30 day of May 2023 at Redlands, in the County of San Bernardino, State of California.

NOTICE OF HEARING ON RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS (ANNEXATION NO. 25)

NOTICE IS HEREBY GIVEN that on May 16, 2023, the City Council of the City of Redlands adopted Resolution No. 8468, declaring the intention of the City Council to annex territory to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), and fixing the time and place of a public hearing thereon for 6:00 p.m., or as soon thereafter as the matter may be heard, on June 20, 2023 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, or via teleconference as directed by the City due to COVID-19 social distancing guidelines, at which time the City Council will hear the testimony of all interested persons for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property.

Resolution No. 8468 provides in summary as follows:

1. The City Council declared its intention to conduct proceedings for the annexation to the Community Facilities District of the territory described in Exhibit "A" to Resolution No. 8468. The City Council determined that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

2. The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described on the map thereof entitled "Annexation Map No. 25, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk of the City of Redlands.

3. The types of public services to be provided within the Community Facilities District are as follows:

The services to be provided and financed by the Community Facilities District are the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within letter lot "A" and street right-of-way adjacent to Tract Map No. 20065, and any other public services authorized by the Act, in the area of the Property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory to be annexed thereto.

4. Special taxes sufficient to pay the costs of the services described in Section 3 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" to Resolution No. 8468. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category G as set forth in said Exhibit "B", and for Fiscal Year 2023-24, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in said Exhibit "B", subject to annual increases beginning in Fiscal Year 2024-25 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B".

The maximum amounts of special taxes which may be annually levied are as follows:

ASSIGNMENT TO LAND USE CATEGORY

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

TABLE 1
Land Use Category

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

MAXIMUM SPECIAL TAX RATES

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

TABLE 2
Maximum Special Tax Rates

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

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

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

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

METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

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

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

5. A public hearing on the annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on June 20, 2023, in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, or via teleconference as directed by the City due to COVID-19 social distancing guidelines.

6. The City Clerk shall publish a notice of the time and place of said hearing and shall also give notice of the time and place of said hearing by first-class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District. Said notice shall be published at least seven (7) days and mailed at least 15 days before the date of the hearing.

7. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to pay the costs of services to be financed by the community facilities district shall be as follows:

(a) If at the time of the close of the public or protest hearing at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council, and the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

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

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

(3) Ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid.

(4) The City Clerk shall mail to each qualified elector an official ballot, and shall also mail to all such qualified electors other required election documents, including a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots.

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

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

Resolution No. 8468 contains other provisions which are not summarized above. A copy of Resolution No. 8468 may be reviewed or obtained at the office of the City Clerk of the City of Redlands located at 35 Cajon Street, Redlands, California.

NOTICE IS FURTHER GIVEN that at the time and place of said hearing, all persons interested for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services within the territory proposed to be annexed to the Community Facilities District will be heard. At the hearing, protests against the proposals described in Resolution No. 8468 may be made by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk prior to the time fixed for the hearing. The City Council may waive any irregularities in the form or content of any written protests and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn in writing at any time before the conclusion of the hearing.

If the owners of one-half or more of the area of land in the territory included in the existing district, or if the owners of one-half or more of the area of land in the territory proposed to be annexed to the Community Facilities District file written protests against the proposed annexation of such territory to the Community Facilities District, and protests are not withdrawn so as to reduce the protest to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of decision of the City Council on the issues discussed at the hearing.

The hearing may be continued from time to time, but shall be completed within 30 days. At the conclusion of the hearing, the City Council may abandon the proceedings or may, after passing upon all protests, submit the question of levying the special tax within the area proposed to be annexed to the Community Facilities District to the qualified electors of the area proposed to be annexed.

DATED: May 16, 2023
/s/Jeanne Donaldson, City Clerk
City of Redlands, County of San Bernardino
Redlands Daily Facts

RECEIVED
JUN 01 2023
Redlands City Clerk

WAIVER OF CERTAIN ELECTION PROCEDURES WITH RESPECT TO LANDOWNER-VOTER ELECTION ON LEVY OF TAXES WITHIN TERRITORY TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS (ANNEXATION NO. 25)

The undersigned, on behalf of GS Redlands LLC., a California limited liability company (the "Owner"), hereby certifies to the City of Redlands (the "City") as follows:

1. The undersigned is authorized and possesses all authority necessary to execute this waiver on behalf of the Owner and to vote on behalf of the Owner in the special election to be held within the territory proposed to be annexed to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District").

2. The Owner is the owner of the land proposed to be annexed to the Community Facilities District, consisting of 7.77 acres, identified in Exhibit "A" attached hereto and incorporated herein by reference (the "Territory").

3. The Owner received mailed notice of the public hearing to be held by the City Council of the City (the "City Council") regarding the annexation of the Territory to the Community Facilities District, the levy of special taxes within the Territory to pay the costs of the maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees within letter lot "A" and street right-of-way adjacent to Tract Map No. 20065, and any other public services authorized by the Act, in the area of the Property and the Community Facilities District (the "Services"), and the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services and costs

otherwise incurred in order to carry out the authorized purposes of the Community Facilities District (the "Incidental Costs").

4. The Owner has received necessary and relevant information from the City regarding the annexation of the Territory to the Community Facilities District, and the City has made available to the Owner adequate opportunity to obtain such information. The Owner has received a copy of Resolution No. 8468 of the City Council, with all exhibits attached thereto, including Exhibit "B", the "Rate and Method of Apportionment of the Special Tax."

5. The undersigned is informed and understands that in order for the Territory to be annexed to the Community Facilities District and for the City Council to thereafter annually levy special taxes therein to pay the costs of the Services and the Incidental Costs, it is necessary that a special election be held within the Territory on the proposition of whether the City shall levy special taxes on taxable property within the Community Facilities District to pay the costs of the Services and the Incidental Costs, and that two-thirds of the votes cast upon such question must be in favor thereof.

6. The undersigned is further informed and understands that pursuant to Section 53326 of the California Government Code elections on such a proposition must be held at the next general election or in a special election to be held at least 90 days but not more than 180 days following the close of the public hearing on June 20, 2023 unless such time limits are waived with the unanimous consent of the qualified electors of the Territory and the concurrence of the City Clerk. The Owner desires that the time limit for conducting said election set forth in said Section 53326 be waived, and that said election be held as soon as possible and not later than June 20, 2023.

7. The Owner waives the time limits set forth in Section 53326 of the California Government Code with respect to said election and consents to the holding of said election on any date on or after June 20, 2023, which is acceptable to the City Clerk. The Owner further consents to the holding of said election less than 10 days after the mailing or delivery of a sample ballot to the Owner and without compliance with other formal requirements of the California Elections Code.

8. The Owner waives the publication and mailing by the City Clerk to the Owner of a notice of said election and a sample ballot pursuant to Sections 4101 and 4102 of the Elections Code, and compliance with other applicable notice requirements of the California Elections Code.

9. The Owner further waives an impartial analysis by the City Attorney on the ballot measure to be contained in the Official Ballot for said election pursuant to Section 9280 of the California Elections Code, and further waives ballot arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of the California Elections Code. The Owner also waives compliance with and the mailing to the Owner by the City of a statement pursuant to Section 9401 of the California Elections Code.

10. California Election Code Section 13119 requires that any ballot measure imposing a tax or raising the rate of a tax include a statement of the measure, which among other things requires the City to state the amount of money to be raised annually and duration of the tax to be levied. Owner expressly waives any requirements to include a statement as required by Election Code Section 13119 and hereby acknowledges that Owner has previously received information regarding the annual Special Tax levy and duration of the Special Tax.

11. The Owner further waives mailing of the official ballot by the tenth (10th) day before the date of said election pursuant to Section 4101 of the Elections Code and receipt of a ballot pamphlet as required by Section 3023 of the California Elections Code, and consents to the City Clerk delivering to the Owner the official ballot to be voted on its behalf on any date prior to the date of said election.

12. The undersigned hereby represents that compliance with the procedural requirements for conducting said election, including the receipt of ballot arguments and the time limitations which apply in connection with scheduling of and mailing notices for said election are unnecessary in light of the fact that the Owner has received sufficient information regarding the annexation of the Territory to the Community Facilities District and the levy of the special taxes within the Territory to pay the costs of providing the Services and the Incidental Costs to enable the Owner to properly vote the Official Ballot for such election on the proposition mentioned in paragraph 5 above.

The undersigned certifies that the foregoing is true and that he executed this document on May 25. 2023, at 17901 Von Karman Ave. Suite 875 Irvine CA 92614, California.

GS Redlands LLC, a California limited liability company

By: Youngtae Choi
Its: President

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

That property located in the City of Redlands, County of San Bernardino, State of California, identified as the following San Bernardino County Assessor's Parcel Numbers:

0174711010000	0174711160000	
0174711020000	0174711170000	
0174711030000	0174711180000	
0174711040000	0174711190000	
0174711050000	0174711200000	
0174711060000	0174711210000	
0174711070000	0174711220000	
0174711080000	0174711230000	
0174711090000	0174711240000	
0174711100000	0174711250000	
0174711110000	0174711260000	
0174711120000	0174711270000	
0174711130000	0174711280000	
0174711140000	0174711290000	
0174711150000	0174711300000	Exempt

RECEIVED
JUN 01 2023
Redlands City Clerk

ACTION BY WRITTEN CONSENT
BY THE MANAGER
OF
GS Redlands LLC,
a California limited liability company

The undersigned, being the Sole Manager of GS Redlands, LLC, a California limited liability company (the "Company"), does hereby consent to, ratify and approve of the adoption of the following resolutions:

I. Appointment of Officers.

WHEREAS, the Manager believes it is in the best interest of the Company to appoint the following persons as officers of the Company in place of the officers currently serving in the same capacity: (i) Youngtae Choi as President; (ii) Hangjun Lee as Chief Financial Officer; and (iii) Ohhyun Kwon as Assistant Treasurer, who shall then hold such office until their respective successors are appointed or their tenure in office is otherwise terminated;

NOW, THEREFORE BE IT RESOLVED, that Joonhyuck Park and Kyongho Nam be, and they herebyare, removed from his respective office as officer of the Company effective immediately.

RESOLVED FURTHER, that Youngtae Choi is hereby appointed as President of the Company;

RESOLVED FURTHER, that Hangjun Lee is hereby appointed as Chief Financial Officer of the Company;

RESOLVED FURTHER, that Ohhyun Kwon is hereby re-appointed as Assistant Treasurer of the Company;

RESOLVED FURTHER; that such appointees shall hold their respective offices until their successor are appointed or their tenure in office is otherwise terminated;

RESOLVED FURTHER; that any and all officers previously authorized as signors on the Company's bank accounts and authority granted to them before the date of this resolution are hereby terminated; and

RESOLVED FURTHER; that President Youngtae Choi, CFO Hangjun Lee, and Assistant Treasurer Ohhyun Kwon shall be the authorized signers on the Company's bank accounts and are hereby authorized to withdraw funds of the Company from its accounts subject to any limitation set forth in the Company's Operating Agreement, and that the banks are authorized to honor and pay all checks or other withdrawal order so signed by any of them.

II. Omnibus Resolution.

RESOLVED FURTHER, that the Manager of the Company, be, and hereby is, authorized and directed to execute and deliver such other documents, instruments and certificates and take such further action as it may approve as being necessary and appropriate to carry out the intent and purposes of the foregoing resolutions.

RESOLVED FURTHER, that any and all actions heretofore taken in good faith by the Manager of the Company, and respective agents, whether personally, or in the name or on the behalf of the Company, with respect to the foregoing resolutions are hereby ratified, confirmed and approved as the acts and deeds of the Company.

This Action by Written Consent may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Action by Written Consent may be executed and delivered by facsimile or electronic transmission (pdf) and upon such delivery, the facsimile or electronically transmitted (pdf) signature will be deemed to have the same effect as if the original signature had been delivered.

(Signature Page Immediately Following)

IN WITNESS WHEREOF, the undersigned, being the Sole Manager of the Company, does hereby adopt the foregoing resolutions by this Action by Written Consent on this 4th day of July, 2022.

MANAGER:



Youngtae Choi, Manager

RECEIVED

JUN 01 2023

Redlands City Clerk

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE SOLE MEMBER
OF
GS Redlands, LLC,
a California limited liability company

The undersigned, being the Sole Member ("Sole Member") of GS Redlands, LLC, a California limited liability company (the "Company"), does hereby consent to, ratify and approve of the adoption of the following resolutions:

I. Appointment of Youngtae Choi as Manager of the Company.

WHEREAS, Sole Member believes it is in the best interest of the Company to appoint Youngtae Choi as the Manager of the Company in place of Joonhyuck Park effectively immediately;

NOW, THEREFORE, BE IT RESOLVED, that Youngtae Choi is hereby appointed as the Manager of the Company and he shall serve in such capacity until his successor is appointed or his tenure as manager is otherwise terminated;

II. Omnibus Resolution.

RESOLVED FURTHER, that the Manager of the Company, be, and hereby is, authorized and directed to execute and deliver such other documents, instruments and certificates and take such further action as it may approve as being necessary and appropriate to carry out the intent and purposes of the foregoing resolutions.

RESOLVED FURTHER, that any and all actions heretofore taken in good faith by the Manager of the Company, and their respective agents, whether personally, or in the name or on the behalf of the Company, with respect to the foregoing resolutions are hereby ratified, confirmed and approved as the acts and deeds of the Company.

This Action by Unanimous Written Consent may be executed and delivered by facsimile or electronic transmission (pdf) and upon such delivery, the facsimile or electronically transmitted (pdf) signature will be deemed to have the same effect as if the original signature had been delivered.

(Signature Page Immediately Following)

165.165/2022.10.24 09:35/미주개발팀/이주은/jelee12/ Do not distribute this material without permission .

1.101/2022.10.26 16:45/미주개발팀(미국)/Judy Chang/judychang/ Do not distribute this material without permission .

IN WITNESS WHEREOF, the undersigned, being the Sole Member of the Company, does hereby adopt the foregoing resolutions by this Action by Unanimous Written Consent on this 4th day of July, 2022.

SOLE MEMBER:

GS ENGINEERING & CONSTRUCTION CORP.

By: _____

Byeong Yong Lim, Vice Chairman & CEO

165.165/2022.10.24 09:35/미주개발팀/아주은/jelee12/ Do not distribute this material without permission .

1.101/2022.10.26 16:45/미주개발팀(미국)/Judy Chang/judychang/ Do not distribute this material without permission .

777 East Rialto Avenue, San Bernardino, CA 92415 | Phone: 909.387.8300 Fax: 909.387.2022
www.SBCounty.gov

SAN BERNARDINO COUNTY

Registrar of Voters

Stephenie Shea
Registrar of Voters

CERTIFICATE OF REGISTRAR OF VOTERS

State of California)

) ss.

San Bernardino County)

I, Stephenie Shea, San Bernardino County Registrar of Voters, hereby certify that:

(A) I have been furnished a map describing the boundaries of the territory proposed to be annexed to Community Facilities District No. 2004-1 of the City of Redlands, San Bernardino County, State of California, as Annexation No. 25.

(B) On May 23, 2023, I conducted, or caused to be conducted, a review of the voter registration records of the San Bernardino County for the purpose of determining the number of voters registered to vote within the territory to be included within proposed Annexation No. 25 to Community Facilities District No. 2004-1.

(C) There are 0 registered voters residing with the boundaries of proposed Annexation No. 25 to Community Facilities District No. 2004-1.

IN WITNESS WHEREOF, I have executed this Certificate on the 2 day of June, 2023.

Stephenie Shea

Registrar of Voters

BOARD OF SUPERVISORS
COL. PAUL COOK (RET.) Vice Chair, First District | JESSE ARMENDAREZ Second District | DAWN ROWE Chair, Third District | CURT HAGMAN Fourth District | JOE BACA, JR. Fifth District | LEONARD X. HERNANDEZ Chief Executive Officer

CFD 2004-1 Annexations List

In August 2004 Council approved the establishment of community facilities district (CFD) No. 2004-1, for Tract No. 16408, the Centex tract located at the southwest corner of Fifth Avenue and Wabash Avenue in the City of Redlands. The CFD was developed to cover the ongoing cost of maintenance of street trees, citrus groves landscaping and other appurtenances located along Fifth Avenue and Wabash Avenue.

In May 2006 Council approved Annexation No. 1 (Tract No. 16287) to the CFD, located at Occidental Drive and Crystal Court for the maintenance of landscaping and water quality treatment devices in the open space lots. During this last year, Annexation No. 1 subdivided the properties on site from two lots to twelve lots.

Annexation No. 2 (Tentative Tract No. 16586), located north of I-10 and both sides of the proposed Wabash Street alignment has been on hold since October 2006.

In July 2006 Council approved Annexation No. 3 (Tentative Tract No. 17253) to the CFD, located at the southwest corner of Lugonia Avenue and Church Street for the maintenance of the landscape and the associated irrigation equipment on Lugonia Avenue parkway frontages. This project has not yet begun construction.

In October 2008 Council approved Annexation No. 4 (Parcel Map No. 17353) to the CFD, located at Ford Street and Interstate 10 for the maintenance of the landscape in the median island and the associated irrigation equipment.

In October 2008 Council approved Annexation No. 5 (Commission Review and Approval No. 826) to the CFD, located at California Street and Orange Tree Lane for the maintenance of the landscape in the median island and the associated irrigation equipment on California Street and the parkway frontages along both streets.

Annexation No. 6 (Tract No 14790-1), located adjacent to Sunset Hills Lane, west of Alessandro Road did not receive sufficient votes needed to annex into the CFD in June 2009.

Annexation No. 7 (Parcel 2 of Parcel Map No. 15573), located at the northeast corner of San Bernardino Avenue and Mountain View Avenue, has been on hold since February 2011.

In February 2011 Council approved Annexation No. 8 (Tract No. 16806) to the CFD, located at southeast corner of Pennsylvania Avenue and Texas Street for the maintenance of the landscape and the associated irrigation equipment on Pennsylvania Avenue and Texas Street parkway frontages. This project has not yet begun construction.

In November 2012 Council approved Annexation No. 9 (Parcel Map No, 18208) to the CFD located at the southeast corner of Redlands Boulevard and Nevada Street for the maintenance of landscaping and the associated irrigation equipment on Redlands

Boulevard and Nevada Street parkway frontages and the Redlands Boulevard raised center median.

Annexation No. 10 (Tract No. 18762-1), located at the northeast corner of Orange Street and Lugonia Avenue, has been completed since July 2016. Annexation No. 10 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexations are not being assessed.

In June 2014 Council approved Annexation No. 11 (Parcel Map No. 19371) to the CFD located at the northwest corner of Lugonia Avenue and Wabash Avenue for the maintenance of landscaping and the associated irrigation equipment on Lugonia Avenue and Wabash Avenue Street parkway frontages. Annexation No. 11 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexations are not being assessed.

In June 2014 Council approved Annexation No. 12 (Tract Map Nos. 16465 and 16627) to the CFD located at the southwest and southeast corners of Pioneer Avenue and Judson Street, respectively, for the maintenance of landscaping and the associated irrigation equipment on Pioneer Avenue and Judson Street parkway frontages, maintenance of landscaping and water quality treatment devices in the open space lots, and for the maintenance of landscaping and the associated irrigation equipment on the common area lots. Annexation No. 12a (Tract No. 16465) is nearly complete. A 50% assessment is being proposed to establish a reserve fund. Annexation No. 12b was completed in July 2016 and is being assessed. Annexation No. 12c (Tract Map Nos. 18979 and 19975) located east of Tract Map No. 16627 and between Pioneer Avenue and Pennsylvania Avenue was approved by City Council in June 2016. A 50% assessment is being proposed to establish a reserve fund. Annexation No. 12d (Tract Map No. 20079) was approved by Council in May 2018. A 50% assessment is being proposed to establish a reserve fund.

In June 2014 Council approved Annexation No. 13 (Tract Map No. 18882) to the CFD located at the southwest corner of San Bernardino Avenue and Dearborn Street, respectively, for the maintenance of landscaping and the associated irrigation equipment on San Bernardino Avenue and Dearborn Street parkway frontages and for the maintenance of landscaping and the associated irrigation equipment on the common area lots with the exception of Lot B. Annexation No. 13 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexation is not being assessed.

In September 2015 Council approved Annexation No. 14 (Parcel Map No. 19496) to the CFD located at the northeast corner of California Street and Lugonia Avenue for the maintenance of landscaping and associated irrigation equipment on the California Street center median. The maintenance of landscaping and associated irrigation equipment on California Street and Lugonia Avenue parkway frontages will be maintained by the property owner and will not be assessed.

In December 2017 Council approved Annexation No. 15 (Parcel Map No. 18535-1) to the CFD located at the northwest corner of Eureka Street and Stuart Avenue for the maintenance of street trees, landscaping and irrigation in the rights-of-way and landscape maintenance along the property frontage. Annexation No. 15 will be dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexation is not being assessed.

In April 2017 Council approved Annexation No, 16 (Tract Map No. 18988) to the CFD located on the north side of Pioneer Avenue, east of Texas Street for the maintenance of parks, slopes, parkways, median, open space, shade and seating structures, and monuments within and adjacent to said tract.

In July 2017 Council approved Annexation No. 17 (Tract Map No. 17022) to the CFD located at the northeast corner of Pioneer Avenue and Texas Street for the maintenance of slopes, parkways, open space and citrus trees within and adjacent to the tract. This project has not yet begun construction.

In May 2018 Council approved Annexation No. 18 (Parcel Map No. 19465) to the CFD located at the southeast corner of Alabama Street and Park Avenue for the maintenance of street trees, landscaping and irrigation in the rights-of-way and landscape maintenance easement along the property frontage within and in the parcel map. The maintenance of landscaping and associated irrigation equipment on Alabama Street and Park Avenue parkway frontages and landscape maintenance easement will be maintained by the property owner and will not be assessed.

In January 2020 Council approved Annexation No. 19 (Tract Map No.19942) to the CFD located at the northeast corner of Wabash Avenue and Sylvan Boulevard for the maintenance of parks, slopes, parkways, and open space within and adjacent to the tract.

In May 2019 Council approved Annexation No. 20 (Tract Map No. 19956) to the CFD located at the southeast corner of Wabash Avenue and Citrus Avenue for the maintenance of slopes, parkways, and open space within and adjacent to the tract.

In September 2019 City Council approved Annexation No. 21 (Tract Map No. 20126) to the CFD located on the north side of Lugonia Avenue, south of Pennsylvania Avenue, east of Judson Street for the maintenance of parks, slopes, parkways, open space, and citrus groves within and adjacent to the tract.

In September 2020 City Council approved Annexation No. 22 (Parcel Map No. 19981) to the CFD located at the northwest corner of Alabama Street and Park Avenue for the maintenance of parkways.

In April 2021 City Council approved Annexation No. 23 (Parcel Map No. 18536) to the CFD located at the southwest Corner of Stuart Avenue and Eureka Street for maintenance of parkways.

In January 2021 City Council approved Annexation No. 24 (CUP No. 1129) to the CFD located at the southeast corner of Eureka Street and Stuart Avenue for the maintenance of parkways.

Annexation No. 25 (Tract Map No. 20065) located on the south side of East Highland Avenue and west of Redlands Street is anticipated to request Council action in early 2023.

In March 2022 City Council approved Annexation No. 26 (Tract Map No. 20257) to the CFD located at the northwest corner of San Bernardino Avenue and Texas Street for the maintenance of perimeter lettered lots, retention basins, and street trees.

In October 2022 City Council approved Annexation No. 27 (Planned Development No. 4) to the CFD located at the northeast corner of Mountain View Avenue and I-10 for maintenance of public trails and trail fences.

City Council Meeting **J. 3.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution No. 8437 and Resolution No. 8438
(Mayor to declare meeting open as a public hearing)

a. Resolution No. 8437- Confirming a diagram and assessment for the 2023-2024 Fiscal Year in connection with Landscape Maintenance District No. 1

b. Resolution No. 8438 - Confirming a diagram and assessment for the 2023-2024 Fiscal Year in connection with Street Lighting District No. 1

(Facilities and Community Services Assistant Director Crocker)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

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

I move to adopt Resolution No. 8437 and Resolution No. 8438.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8437 and Resolution No. 8438 approving the Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1, and implementing the assessments for Fiscal Year 23/24.

DISCUSSION:

On July 7, 1987, City Council ordered the formation of Landscape Maintenance District No. 1 (LM District), which was established to ensure satisfactory levels of maintenance are provided. LM District assessments provide funding for labor, material, and equipment associated with landscape services provided by the City within the LM District. These services include turf and ground cover maintenance, irrigation, tree and bush trimming, and LM District management.

On September 19, 1989, City Council ordered the formation of Street Lighting District No. 1 (SL District), which was established to generate funding for electricity to power street lights, labor, material, and equipment to replace burned out or damaged street light bulbs, damaged street light poles, and provide SL District management.

On May 2, 2023, City Council approved Donald Young, One Stop Permit Center Manager, as the Assessment Engineer for both districts. As the Assessment Engineer, Mr. Young is responsible for the preparation of the Engineer’s Reports required to levy the annual assessment in accordance with the California Streets and Highways Code.

On June 6, 2023, City Council adopted Resolution No. 8435, preliminarily approving the Engineer's Reports for the LM District and SL District, and adopted Resolution No. 8436, setting June 20, 2023 as the Public Hearing date for consideration of levying FY 23/24 assessments in accordance with the Lighting and Landscaping Act of 1972.

The intent of tonight's Public Hearing is to receive testimony from the public on the proposed assessments for FY 23/24. Adoption of Resolution Nos. 8437 and 8438 approves the Engineer's Reports and the FY 23/24 assessments for both districts.

ALTERNATIVES:

City Council may deny the staff recommendation. However, the San Bernardino County Assessor will not levy the assessments on the property tax bills without adoption of these Resolutions.

STRATEGIC PLAN:

N/A

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

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

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year: 23/24
Revenue Generating: Yes
Appropriation Required Y/N: No
Discussion:
The proposed FY 23/24 SL District and LM District assessments are anticipated to generate revenues of $25,465.25 and $28,784.34 respectively, which will supplement Facilities and Community Services Department costs to provide services within the districts.

Attachments

A. Resolution No 8437 - LMD Confirming Diagram 2023
B. Resolution No 8438- SLD Confirming Diagram 2023
C. LMD Engineer's Report
D. SLD Engineer's Report

RESOLUTION NO. 8437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2023-2024 FISCAL YEAR IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

Section 1. Pursuant to its adoption of a prior resolution, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Landscape Maintenance District No 1" (the District) pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2023, and ending June 30, 2024, and ordered Donald Young, One Stop Permit Center Manager, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. The City Council, by prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, this City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2023-2024 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, this City Council hereby finds and determines that (i) the land within the District will be benefited by the improvements described in the Engineer's Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands with the District for the 2023-2024 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2023-2024 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2023-2024.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for Landscape Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2023, and ending June 30, 2024.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Facilities and Community Services Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

ADOPTED, SIGNED AND APPROVED this 20th day of June, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was adopted by the City Council, at a regular meeting thereof, held on the 20th day of June, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8438

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2023-2024 FISCAL YEAR IN CONNECTION WITH STREET LIGHTING MAINTENANCE DISTRCT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

Section 1. Pursuant to its adoption of a prior resolution, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Street Lighting Maintenance District No. 1" (the "District") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2023, and ending June 30, 2024, and ordered Donald Young, One Stop Permit Center Manager, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. This City Council, also by adoption of a prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2023-2024 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, this City Council hereby finds and determines that (i) land within the District will be benefited by the improvements described in the Engineers Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands within the District for the 2023-2024 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2023-2024 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2023-2024.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all monies representing assessments collected by the County to the credit of a special fund for Street Lighting Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2023, and ending June 30, 2024.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Facilities and Community Services Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

ADOPTED, SIGNED AND APPROVED this 20th day of June, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was adopted by the City Council, at a regular meeting thereof, held on the 20th day of June, 2023 by the following vote:

AYES:
NOES:
ABSENT
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

CITY OF REDLANDS
LANDSCAPE MAINTENANCE DISTRICT NO. 1
ENGINEER'S REPORT
FOR FISCAL YEAR 2023-2024

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT

THIS PAGE INTENTIONALLY LEFT BLANK

ENGINEER'S REPORT AFFIDAVIT

Landscape Maintenance District No. 1

City of Redlands
San Bernardino County, State of California

This Report describes the Landscape Maintenance District No. 1 ("District") and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2023-2024 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the San Bernardino County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 6th day of June, 2023



By:_____

Donald Young
One Stop Permit Center Manager
R.C.E # 49918

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

I. AUTHORITY FOR REPORT

II. GENERAL DESCRIPTION

III. PLANS AND SPECIFICATIONS

IV. IMPROVEMENTS

V. ASSESSMENT DIAGRAM

VI. ESTIMATED COSTS AND MAINTENANCE

VII. ASSESSMENT ROLL

VIII. PROPOSED BASIS FOR ASSESSMENTS

IX. CALCULATION OF MAINTENANCE AND INCIDENTAL COSTS

X. ESTIMATED ASSESSMENTS FOR FY 2023-2024

APPENDIX A: CALCULATION OF MAINTENANCE AND INCIDENTAL COST TABLE
APPENDIX B: DISTRICT ASSESSMENT DIAGRAM
APPENDIX C: RESOLUTIONS
APPENDIX D: ASSESSMENT ROLL

THIS PAGE INTENTIONALLY LEFT BLANK

I. AUTHORITY FOR REPORT

This report is prepared by order of the City Council of the City of Redlands, California (City). This report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3 of Division 15 of the Streets and Highway Code of the State of California (Landscape and Lighting Act of 1972) and Article XIIID of the California Constitution.

II. GENERAL DESCRIPTION

The City Council of the City of Redlands, California has heretofore elected to form Landscape Maintenance District No. 1 (District) and annexed territories to said District. The boundaries of said District and annexations thereto are entitled "Assessment Diagram of Landscape Maintenance District No. 1," and are on file in the office of the City Clerk of the City of Redlands.

III. PLANS AND SPECIFICATIONS

The plans and specifications for the landscaping either have been or are being prepared by the developers. The plans and specifications for the landscaping will be in conformance with the requirements of the City's Development Services Department, Planning Division and Land Use Engineering Division (DSD) and the Facilities and Community Services Department (FCS).

Reference is hereby made to the subject tract or parcel maps and assessment diagrams for the exact location of the landscaped areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

IV. IMPROVEMENTS

All areas within the Landscape Maintenance District No. 1, identified in this report as the Original District and Annexation No. L1 through L12, are to be maintained by the District. For FY 2023/24 the Original District (A, B and C), and Annexations L1-A, L1-B, L2-A, L4-C, L4-W, L5-C and L6-E are the only Annexations currently maintained. The remaining Annexations are either not yet developed or the landscaping has not been accepted for maintenance by the Facilities and Community Services Department.

The City, through the Facilities and Community Services Department, has developed procedures for inspections, acceptance and maintenance of the landscaping improvements. It is anticipated that the Facilities and Community Services Department will be assigned the overall maintenance responsibilities once landscape improvements for individual Annexations have been accepted for maintenance.

V. ASSESSMENT DIAGRAM

The assessment District locations for the Original District and subsequent Annexations are shown in Appendix B. The assessment diagrams by reference are hereby made a part of this report. The original diagram document used in prior Engineer's Reports was updated in 2021 for purposes of clarity.

VI. ESTIMATED COSTS AND MAINTENANCE

It is anticipated that the City, through its Facilities and Community Services Department, will provide maintenance services for the District. The City's record keeping will be required to be sufficiently accurate to detail the expenses so that actual cost of maintaining the District and Annexations are documented.

The District and Annexations which are maintained and those Annexations which are not maintained at this time, have been in existence for a number of years. Over the years the existing assessments have not kept pace with the true annual cost of maintenance and administration. As a result, the surplus balances established at the formation of the District and Annexations have depleted to cover expenses.

Approximately fifty-one (51) percent of the general administration and engineering costs are charged to the District and Annexations having landscaping maintained by the City. Forty-nine (49) percent is spread to properties on an equal assessment per lot with on-site development, but with either no landscaping installed or landscaping which is not yet accepted for maintenance by the City. The latter assessment has not changed as compared to the last fiscal year and remains at $6.00 per lot.

The assessment per lot for general administration and engineering areas with landscaping maintained by the City is approximately $4.39 per lot for the Original District B and C, and Annexations L1-A, L1-B, L2-A, L4-W and L6-E. For Original District A, this amount is $36.16 per lot and for Annexation L5C it is $8.50 per lot. Annexation L4-C is maintained by the District but the assessment remains at $6.00 per lot.

Since there were numerous locations as part of Annexation Nos. 1, 2, 3, 4, etc. they were identified on the diagram as Original A, 1-1A, 1-1B, etc. Prefix L is added to the identification on the later annexations to identify that it is within the District. The description of the annexations will be within Sections IX and X of this report.

VII. ASSESSMENT ROLL

Following the public hearing for FY 2023-2024 (FY 23/24) assessments and the City Council's approval of the assessments, an assessment roll will be prepared. The assessment roll will include the assessment parcel number, the San Bernardino County Assessor's parcel number and the confirmed assessment for each parcel. The assessment roll will be

filed with the City Clerk and will subsequently be transmitted to the San Bernardino County Auditor/Tax Collector.

VIII. PROPOSED BASIS FOR ASSESSMENTS

The City Council has heretofore determined that it will be necessary to utilize the provisions of the Landscaping and Lighting Act of 1972, a benefit assessment act, for the Original District and the subsequent Annexations to the District and to assess benefitting properties in proportion to the benefits that the various properties will receive.

IX. CALCULATION OF MAINTENANCE AND INCIDENTAL COST

For a breakdown of the Maintenance and Incidental Costs see Appendix A – Calculation of Maintenance and Incidental Cost Table

X. ESTIMATED ASSESSMENTS FOR FY 2023-2024

The City Council, in forming the District and in annexing territories to the District, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the established improvements by FCS.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the parcels within the developments should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit-by-unit basis, which will preserve the integrity of each project.

The determination of benefit for the lots within the District and Annexations takes into consideration the following facts for the Original Districts and Annexations thereto:

Original District - Tracts 13282, 13434 and 13496

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefits to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on the Wabash Avenue and San Bernardino Avenue, boundaries of Tracts 13282 and 13434 respectively, is oriented away from the units adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit.

5. The landscaping in the common area along the Alessandro Road frontage of Tract 13496 is oriented towards all units. Two of the lots abut the landscaped areas and were given a 20 percent surcharge to recognize proximity and support benefit.

6. The lots to receive a surcharge shall be considered to be within Assessment Zone "A".

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on the Wabash Avenue frontage of Tract 13282, the San Bernardino Avenue frontage of 13434 and the Alessandro Road frontage of Tract 13496

P = Number of lots with a 10 percent or 20 percent surcharge

LA + P [(1.10) or (1.20)] A = Amount to be assessed

The FY 22/23 assessment will be spread based upon the preceding formula.

Original 1-A
Tract 13282

The total lot count in Tract 13282 is 38 lots, with 8 of those lots being adjacent to Wabash Avenue.

FY 2023/24 Assessment

(20A) + 8 (1.10A) = $2,409
A = $62.09

APN 0168-681-01 thru 16, 25 thru 38

The amount of assessment for lots that are not adjacent to the landscaping areas on Wabash Avenue = $62.09

APN 0168-681-17 thru 24

The amount of assessment for lots adjacent to Wabash Avenue with a 10 percent surcharge = $68.30

Original 1-B
Tract 13434

The total lot count in Tract 13434 is 78 lots, with 4 of these lots being adjacent to San Bernardino Avenue.

FY 22/23 Assessment

(74A) + 4 (1.10A) = $2,826
A = $36.05

APN 0167-802-2 thru 7
APN 0167-803-2 thru 8
APN 0167-804-1 thru 19
APN 0167-823-1 thru 10
APN 0167-284-1 thru 32

The amount of assessment for lots that are not adjacent to the landscaping areas on San Bernardino Avenue = $36.05

APN 0167-802-01, 08
APN 0167-803-01, 09

The amount of assessments for lots adjacent to San Bernardino Avenue with a 10 percent surcharge = $39.65

Original 1-C
Tract 13496

The total lot count in Tract 13496 is 9 lots, with 2 of these lots being adjacent to Alessandro Road.

FY 2023/24 Assessment

(7A) + 2 (1.2A) = $12,320
A = $1,310.64

APN 0175-491-02 thru 08

The amount of assessment for lots that are not adjacent to the landscaping areas on Alessandro Road = $1,310.64

APN 0175-491-01, 09

The amount of assessment for lots adjacent to Alessandro Road with a 20 percent surcharge = $1,572.77

Annexation No. L1-A – Tract 13745

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on San Bernardino Avenue is oriented away from the lots adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit. These lots within Assessment Zone "A" are shown on the Assessment Diagram.

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on San Bernardino Avenue

P = Number of lots with a 10 percent within Assessment Zone "A"

LA + P (1.10) A = Amount to be assessed

The FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 38 lots, with 9 of these lots being adjacent to San Bernardino Avenue.

FY 22/23 Assessment

(29A) + 9 (1.10A) = $3,601
A = $92.57

APN 1212-141-01 thru 15, 25 thru 38

The amount of assessment for lots that are not adjacent to the landscaping areas on San Bernardino Avenue = $92.57

APN 1212-141-16 thru 24

The amount of assessments for lots within Assessment Zone "A" adjacent to the San Bernardino Avenue landscaping areas with a 10 percent surcharge = $101.83

Annexation No. L1-B – Tract 13765

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on San Bernardino Avenue is oriented away from the lots adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit. These lots within Assessment Zone "A" as shown on the Assessment Diagram.

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on San Bernardino Avenue

P = Number of lots with a 10 percent within Assessment Zone "A"

LA + P (1.10) A = Amount to be assessed

The FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 25 lots, with 2 of these lots being adjacent to San Bernardino Avenue.

FY 22/23 Assessment

(23A) + 2 (1.10A) = $2,554
A = $101.35

APN 1212-081-54 thru -62

The amount of assessment for lots that are not adjacent to the landscaping areas on San Bernardino Avenue = $101.35

APN 1212-141-39 and -54

The amount of assessments for lots within Assessment Zone "A" adjacent to the San Bernardino Avenue landscaping areas with a 10 percent surcharge = $111.48

Annexation No. L2-A – Tract 13947

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on Reservoir Road is oriented away from the lots adjacent to the landscaped areas; however, these properties were given a 20 percent surcharge to recognize proximity and support benefit. These lots are within Assessment Zone "A" as shown on the Assessment Diagram

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on Reservoir Road

P = Number of lots with a 20 percent within Assessment Zone "A"

LA + P (1.20) A = Amount to be assessed

FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 35 lots, with 4 of these lots being adjacent to Reservoir Road.

FY 22/23 Assessment

(31A) + 4 (1.20A) = $1,595
A = $44.55

APN 0174-621-1 thru 7, 9 thru 25, 28 thru 34

The amount of assessment for lots that are not adjacent to the landscaping areas on Reservoir Road = $44.55

APN 0174-621-08, 26, 27, 35

The amount of assessments for lots within Assessment Zone "A" adjacent to the Reservoir Road landscaping areas with a 20 percent surcharge = $53.46.

Annexation No. L3-A – Parcel Map 11917

Formula for Assessment

T = Total length of perimeter landscaping = 3,099 feet

L = Individual lot length of perimeter landscaping

A = Amount to be assessed = $600

The FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 4 lots.

FY 22/23 Assessment

Assessment per lot:

APN 0292-032-39	= 1010 ft/3099 ft	x $600 =	$195.55
APN 0292-032-40	= 206 ft/3099 ft	x $600 =	$39.88
APN 0292-032-41	= 324 ft/3099 ft	x $600 =	$62.73
APN 0292-032-42	= 1559 ft/3099 ft	x $600 =	$301.84

Annexation No. L5-C – Tract 14556

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on the median at the intersection of Franklin Avenue and Garden Street is oriented away from lots adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit. These lots within Assessment Zone "A" as shown on the Assessment Diagram.

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on Franklin Avenue and Garden Street

P = Number of lots with a 10 percent within Assessment Zone "A"

LA + P (1.10) A = Amount to be assessed

The FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 10 lots, with 4 of these lots being in close proximity to the landscaped median at the intersection of Franklin Avenue and Garden Street.

FY 22/23 Assessment

(6A) + 4 (1.10A) = $815
A = $78.37

APN 0176-441-18, 23 thru 27

The amount of assessment for lots that are not adjacent to the landscaping areas = $78.37

APN 0174-441-19 thru 22

The amount of assessments for lots within Assessment Zone "A" adjacent to the landscaping areas with a 10 percent surcharge = $86.20

Annexation No. L4, L5 (except L5-C), L6, L7, L8, L9, L10, L11 and L12

No assessments are proposed to be levied on the parcels in these annexations in association with the landscape maintenance costs. However, these parcels will receive special benefit and be assessed for the per lot general City overhead charges and the prorated share of the Annual Engineer's Report to ensure that the required landscaping be maintained to the standards established by the City and anticipated when the improvements were initially required. The assessment will be $6.00 per lot in each of these annexations.

* * * * * * * * * * * *

The City Council will hold a public meeting on June 20, 2023 to determine the assessments based upon the costs for FY 2023-2024 which are anticipated to be incurred by the City and which are to be recovered through assessments as required by the Landscaping and Lighting District Act of 1972.

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF REDLANDS
STREET LIGHTING DISTRICT NO. 1
ENGINEER'S REPORT
FOR FISCAL YEAR 2023-2024

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT

THIS PAGE INTENTIONALLY LEFT BLANK

ENGINEER'S REPORT AFFIDAVIT

Street Lighting District No. 1

City of Redlands
San Bernardino County, State of California

This Report describes the Street Lighting District No. 1 ("District") and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2023-2024 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the San Bernardino County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 6th day of June, 2023



By: Donald P. Young

Donald Young
One Stop Permit Center Manager
R.C.E # 49918

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

I. AUTHORITY FOR REPORT

II. GENERAL DESCRIPTION

III. PLANS AND SPECIFICATIONS

IV. IMPROVEMENTS

V. ASSESSMENT DIAGRAM

VI. ESTIMATED COSTS AND ASSESSMENTS

VII. ASSESSMENT ROLL

VIII. PROPOSED BASIS FOR ASSESSMENTS

IX. CALCULATION OF UOB AND INCIDENTAL COSTS FOR FY2023-2024

X. ESTIMATED ASSESSMENTS FOR FY2023-2024

APPENDIX A: CALCULATION OF UOB AND INCIDENTAL COST TABLE
APPENDIX B: DISTRICT ASSESSMENT DIAGRAM
APPENDIX C: RESOLUTIONS
APPENDIX D: ASSESSMENT ROLL

THIS PAGE INTENTIONALLY LEFT BLANK

AUTHORITY FOR REPORT

This report is prepared by order of the City Council of the City of Redlands, California (City). This report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3 of Division 15 of the Streets and Highway Code of the State of California (Landscape and Lighting Act of 1972) and Article XIIID of the California Constitution.

I. GENERAL DESCRIPTION

The City Council of the City of Redlands, California has heretofore elected to form Street Lighting District No. 1 (District) and annexed territories to said District. The boundaries of said District and annexations thereto are entitled "Assessment Diagram of Street Lighting District No. 1," and are on file in the office of the City Clerk of the City of Redlands.

II. PLANS AND SPECIFICATIONS

All street lights are or will be owned by the City and are provided electrical services by Southern California Edison Company (SCE).

Reference is hereby made to the subject tract or parcel maps and assessment diagrams for the exact location of the parcels covered by the District. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

III. IMPROVEMENTS

The Landscaping and Lighting Act of 1972 allows the confirmation of benefit assessments for the construction of improvements in addition to maintenance and operation of existing facilities. Assessments will not be levied under the District to fund the installation of street lights during FY2023-2024. Therefore, this report does not include any proposed benefit assessments for the installation of improvements for FY2023-2024.

IV. ASSESSMENT DIAGRAM

The assessment District locations for the Original District and subsequent Annexations shown as Appendix B. The assessment diagrams by reference are hereby made a part of this report. The original diagram document used in prior Engineer's Reports was updated in 2021 for purposes of clarity.

Since there were numerous locations as part of Annexation Nos. 1, 2, 3, 4, 5, etc. they were identified on the diagram as S1-A, S1-B, S1-C or S2-A, S2-B, S2-C, etc. Prefix S is added to the identification on the later Annexations to identify that they are within the District. The same Annexation description will be used for identification with Sections IX and X of this report

V. ESTIMATED COSTS AND MAINTENANCE

Since the City owns the street lighting system, all maintenance efforts by the City should be allocated to the District as a direct cost. The Municipal Utilities and Engineering Department has taken the information used in the previous annual report and updated the values based upon the formulas for Unit of Benefit. Southern California Edison (SCE) monthly rates were calculated based upon LS-2 schedule of rates for 100W and 150W high pressure sodium vapor street lights. Because the District costs have historically exceeded the revenue generated by District assessment, it is anticipated that minimal administration and no maintenance will be provided during the 2023-2024 year. As such, the labor amount has been significantly reduced to an estimated value of $6,855 to be spread equally over the number of street lights.

Given these parameters the following is the estimated monthly costs per lamp:

POLES	SCE CHARGE	DEPARTMENT ADMINISTRATION	MONTHLY LAMP COST
419	$ 2.82	$ 1.36	$ 1,751

The following information is from the City's FY2017-2018 Budget:

Power Expenses	
City Street Lighting	S 15,000
Subtotal	**S 15,000**
Administration	
Salaries and Benefits	$ 10,893
Maintenance	$ 1,101
Subtotal	**S 11,994**
Incidental	
Other Professional Services	$ 0
Subtotal	**$ 0**
Total Costs	S 26,994
2017-2018 Levy	$ 25,465
Deficit	**$ 1,529**
Total Parcels Levied	990

The District and Annexations, which are maintained by the City, have been in existence for a number of years. Over the years, the existing assessments have not kept pace with the true annual cost of maintenance and administration.

No new areas are being proposed to be annexed to the District for FY2023-2024.

VI. ASSESSMENT ROLL

Following the public hearing for FY2023-2024 assessments and the City Council's approval of the assessments, an assessment roll will be prepared. The assessment roll will include the assessment parcel number, the San Bernardino County Assessor's parcel number and the confirmed assessment for each parcel. The assessment roll will be filed with the City Clerk and will subsequently be transmitted to the San Bernardino County Auditor/Tax Collector.

VII. PROPOSED BASIS FOR ASSESSMENTS

The City Council has heretofore determined that it will be necessary to utilize the provisions of the Landscaping and Lighting Act of 1972, a benefit assessment act, for the Original District and the subsequent Annexations to the District and to assess benefitting properties in proportion to the benefits that the various properties will receive.

The benefits the properties will receive will be assessed as increments of units of benefit (UOB). The District and the subsequent Annexations consist of various types of development having varying parcel sizes. Since the street lights either have been or will be installed in accordance with customary spacing established by the City, there will be four Assessment Zones based upon a street's curb-to-curb width.

Assessments proposed for individual parcels within the District and Annexations will be for the benefit received and will be determined based upon the four following Assessment Zones.

Zone 1: This will include all parcels having frontage on streets with curb separation of less than 40' or greater with 100watt HPSVL at 250' spacing.

Zone 2: This will include all parcels having frontage on streets with curb separations of less than 40' with 100 watt HPSVL at 600' spacing.

Zone 3: This will include all parcels having frontage on streets with curb separations of 40' or greater and less than 64' with 150 watt HPSVL at 250' spacing.

Zone 4: This will include all parcels having frontage on streets with curb separations of 64' or more with 150 watt HPSVL at 230' spacing.

Each of these four Assessment Zones will have assessments levied in UOB which is defined as increments of 100' frontage on public streets, right-of-way or easements. The frontage length and the corresponding UOB are as follows:

FRONTAGE LENGTH	UOB
Less than 199'	1
200' – 299'	2
300' – 399'	3
And so forth	

The UOB assessments for the four Zones are calculated as follows:

Zone 1: Includes 100 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $8.49. Since the spacing will be 240' ± 15', a spacing of 250' will be used in the calculation.

$$\frac{\$8.49 \times 12}{500} \times \frac{100'}{\text{UOB}} = \$20.38 \text{ per UOB}$$

Zone 2: Includes 100 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $8.49. Since the spacing will be 600', a spacing of 600' will be used in the calculation.

$$\frac{\$8.49 \times 12}{1200} \times \frac{100'}{\text{UOB}} = \$8.49 \text{ per UOB}$$

Zone 3: Includes 150 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $11.51. Since the spacing will be 265' ± 15', a spacing of 250' will be used in the calculation.

$$\frac{\$11.51 \times 12}{500} \times \frac{100'}{\text{UOB}} = \$27.63 \text{ per UOB}$$

Zone 4: Includes 150 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $11.51. Since the spacing will be 215' ± 15', a spacing of 230' will be used in the calculation.

$$\frac{\$11.51 \times 12}{460} \times \frac{100'}{\text{UOB}} = \$30.03 \text{ per UOB}$$

The incidental expenses are most equitably spread on a UOB basis, which is the same method for spreading the benefit from the direct lighting costs.

VIII. CALCULATION OF UOB AND INCIDENTAL COSTS FOR FY2023-2024

For a breakdown of the UOB Incidental Costs see Appendix A – Calculation of UOB and Incidental Cost Table

IX. ESTIMATED ASSESSMENTS FOR FY2023-2024

The following calculations presume the on-site development has been completed and include the estimated energy, administration and engineering costs:

Original District (Zone 3) – Parcel Map 11917 APN 0292-032-39, 40, 41, 42

The four parcels will receive one UOB per 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of operation and maintenance to be assessed
N = Number of UOB in Parcel Map 11917

NA = C
A = $621.55/31
A = $20.05 per UOB

Assessment for each parcel:

Parcel 2	-	10 UOB	=	$200.50
Parcel 3	-	2 UOB	=	$40.10
Parcel 4	-	3 UOB	=	$60.15
Parcel 5	-	16 UOB	=	$320.80

Annexation S1-A – Parcel Map 12450, APN 0167-201-62 thru -65

These parcels are not assessed.

Annexation S1-B (Zone 4) – Parcel Map 11755 APN 0293-172-16, 17, 18

The seven parcels in Annexation S1-B having street frontage will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-B with street frontage

NA = C
A = $273.39/13
A = $21.03 per UOB

Assessment for each parcel:

Parcel 1	-	1 UOB	=	$21.03
Parcel 3	-	1 UOB	=	$21.03
Parcel 5	-	1 UOB	=	$21.03
Parcel 6	-	2 UOB	=	$42.06
Parcel 7	-	2 UOB	=	$42.06
Parcel 8	-	4 UOB	=	$84.12
Parcel 9	-	2 UOB	=	$42.06

The original parcels have been reconfigured into three Assessor's Parcels.

Annexation S1-C (Zone 4) – CUP 617 APN 0292-033-11

The one parcel in Annexation S1-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-C

NA = C
A = $231.33/1
A = $231.33 per Parcel

Annexation S1-D (Zone 3) – MS 184, Parcel Map 12300, APN 0167-231-19, 20, 21

The three parcels in Annexation S1-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-D

NA = C
A = $60.15/3
A = $20.05 per Parcel

Annexation S1-E (Zone 3) – CUP 382 APN 0171-383-19, 20

The two parcels in Annexation S1-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-E

NA = C
A = $40.10/2
A = $20.05 per Parcel

Annexation S1-F (Zone 1) – CRA 606 APN 0169-131-33

The one parcel in Annexation S1-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-F

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S1-G (Zone 4) – CRA 486 APN 0292-321-10

The one parcel in Annexation S1-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-G

NA = C
A = $105.15/1
A = $105.15 per Parcel

Annexation S1-G (Zone 4) – CRA 486 APN 0292-321-10

The one parcel in Annexation S1-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-G

NA = C
A = $105.15/1
A = $105.15 per Parcel

Annexation S1-H (Zone 4) – CUP 253 APN 0169-411-07

The one parcel in Annexation S1-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-H

NA = C
A = $105.15/1
A = $105.15 per Parcel

Annexation S1-I (Zone 3) – CRA 608 APN 0169-142-11

The one parcel in Annexation S1-I will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-I

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-J (Zone 3) – CUP 519 APN 0171-331-04

The one parcel in Annexation S1-J will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-J

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-K (Zone 4) – CUP 516 APN 0292-166-11

The one parcel in Annexation S1-K will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-K

NA = C
A = $273.39/1
A = $273.39 per Parcel

Annexation S1-L (Zone 3) – CUP 518 APN 0169-053-12

The one parcel in Annexation S1-L will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-M (Zone 3) – CUP 522 APN 0172-031-49

The one parcel in Annexation S1-M will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-M

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-N (Zone 1) – Tract 13947 APN 0174-621-01 thru -35

The thirty-five parcels in Annexation S1-N will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-N

NA = C
A = $680.75/35
A = $19.45 per Parcel

Annexation S1-O (Zone 3) – CUP 521 APN 0292-034-16

The one parcel in Annexation S1-O will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-P (Zone 1) – CUP 605 APN 0169-182-02, 03, 04

The three parcels in Annexation S1-P will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $38.90/3
A = $12.97 per Parcel

Annexation S1-Q – City Hall, APN 0171-301-03

The one parcel in Annexation S1-Q is not assessed.

Annexation S1-R – Parcel Map 11904, APN 0176-044-14, 15

The two parcels in Annexation S1-R are not assessed.

Annexation S1-S (Zone 3) – CUP 278 APN 0171-171-18, 22, 23

The three parcels in Annexation S1-S will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $80.20/3
A = $26.73 per Parcel

Annexation S7-A was originally APN 0171-161-13 and was then changed to APN 0171-161-14 and -15. Annexation S1-S was originally APN 0171-171-18, -22, and -23. Assessments for Annexation S7-A and S1-S were combined and then adjusted proportionately. New APNs for both annexations are 0171-161-17 and 0171-171-34. Assessment spread proportionately.

Annexation S1-T (Zone 3) – CUP 405 APN 0169-343-07

The one parcel in Annexation S1-T will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-T

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-U (Zone 4) – CRA 354, Parcel Map 3131 APN 0292-182-30, 31

The two parcels in Annexation S1-U will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $42.06/2
A = $21.03 per Parcel

Annexation S1-V (Zone 1) – CRA 346 APN 0292-061-25

The one parcel in Annexation S1-V will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-V

NA = C
A = $19.45/1
A = $19.45 per Parcel

This property is owned by the County of San Bernardino and is not assessed.

Annexation S1-W (Zone 3) – CRA 607 APN 0292-156-21

The one parcel in Annexation S1-L will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-W

NA = C
A = $120.30/1
A = $120.30 per Parcel

Annexation S1-X (Zone 1) – Tract 12461 APN 1212-191-60 thru -79

The twenty parcels in Annexation S1-X will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-X

NA = C
A = $389.00/20
A = $19.45 per Parcel

Annexation S1-Y (Zone 3) – Parcel Map 12022 APN 0169-212-17 thru -27

The eleven parcels in Annexation S1-Y having street frontage will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-Y

NA = C
A = $380.95/19
A = $20.05 per UOB

Assessment for each parcel:

Parcel 1	-	3 UOB	=	$60.15
Parcel 2	-	1 UOB	=	$20.05
Parcel 3	-	1 UOB	=	$20.05
Parcel 4	-	2 UOB	=	$40.10
Parcel 5	-	4 UOB	=	$80.20
Parcel 6	-	3 UOB	=	$60.15
Parcel 7	-	1 UOB	=	$20.05
Parcel 8	-	1 UOB	=	$20.05
Parcel 9	-	1 UOB	=	$20.05
Parcel 10	-	1 UOB	=	$20.05
Parcel 11	-	1 UOB	=	$20.05

Annexation S2-A (Zone 3) – Parcel Map 12330 APN 0292-153-24, 25, 26, 27

The four parcels in Annexation S2-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-A

NA = C
A = $240.60/12
A = $20.05 per UOB

Assessment for each parcel:

Parcel 1	-	4 UOB	=	$80.20
Parcel 3	-	4 UOB	=	$80.20
Parcel 5	-	2 UOB	=	$40.10
Parcel 4	-	2 UOB	=	$40.10

Annexation S2-B (Zone 3) – Parcel Map 12940 APN 0292-441-11 thru 15

The five parcels in Annexation S2-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-B

NA = C
A = $60.15/5
A = $12.03 per Parcel

Annexation S2-C (Zone 3) – MS 184, Parcel Map 12300, APN 0167-231-19, 20, 21

This annexation is a duplication of Annexation S1-D and has been removed.

Annexation S2-D (Zone 1) – Tract 14556 APN 0176-441-18 thru 27

The ten parcels in Annexation S2-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-D

NA = C
A = $330.65/10
A = $33.07 per Parcel

Annexation S2-E – CRA 611 APN 0174-241-31

This annexation is not assessed.

Annexation S2-F (Zone 3) – MS 196 APN 0292-331-15, 16

The two parcels in Annexation S2-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-F

NA = C
A = $160.40/2
A = $80.20 per Parcel

Annexation S2-G Parcel Map 11189 APN 0294-091-48, 48

The two parcels in Annexation S2-G are not assessed.

Annexation S2-H (Zone 4) – CRA 615 APN 0292-157-31

The one parcel in Annexation S2-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-H

NA = C
A = $21.03/1
A = $21.03 per Parcel

Annexation S3-A (Zone 3) – CRA 517 APN 0169-321-01, 02

The two parcels in Annexation S3-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-A

NA = C
A = $80.20/2
A = $40.10 per Parcel

Annexation S3-B (Zone 1) – CRA 628 APN 0292-310-07

The one parcel in Annexation S3-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-B

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S3-C (Zone 3) – CRA 624 APN 0169-281-39

The one parcel in Annexation S3-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-C

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S3-D (Zone 3) – CRA 305 APN 0167-271-61

The one parcels in Annexation S3-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-D

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S3-E (Zone 1) – Tract 13575 APN 1212-201-01 thru -27

The twenty-seven parcels in Annexation S3-E will receive an equal benefit assessment:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-E

NA = C
A = $700.20/27
A = $25.93 per Parcel

Annexation S3-F (Zone 3 & 4) – CUP 550 APN 0292-165-15

The one parcel in Annexation S3-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-F

NA = C
A = $222.51/1
A = $222.51 per Parcel

Annexation S3-G (Zone 1) – CRA 623 APN 0292-381-08

The one parcel in Annexation S3-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-G

NA = C
A = $19.45/1
A = $19.45 per UOB

Annexation S3-H (Zone 4) – CUP 542 APN 0292-064-13, 17, 21 thru 27

The nine parcels in Annexation S3-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-A

NA = C
A = $567.81/27
A = $21.03 per UOB

Assessment for each parcel:

Parcel 1	-	4 UOB	=	$84.12
Parcel 2	-	2 UOB	=	$42.06
Parcel 3	-	2 UOB	=	$42.06
Parcel 4	-	7 UOB	=	$147.21
Parcel 5	-	4 UOB	=	$84.12
Parcel 6	-	2 UOB	=	$42.06
Parcel 7	-	1 UOB	=	$21.03
Parcel 8	-	1 UOB	=	$21.03
Parcel 9	-	4 UOB	=	$84.12

Annexation S3-I – there is no Annexation S3-I

Annexation S3-J (Zone 3) – MS 201 APN 0171-341-33

The one parcel in Annexation S3-J will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-J

NA = C
A = $80.20/1
A = $80.20 per Parcel

Annexation S4-A (Zone 4) – MS 213, Parcel Map 13978 APN 0172-301-14, 15, 16, 17

The four parcels in Annexation S4-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-A

NA = C
A = $63.09/3
A = $21.03 per UOB

Assessment for each parcel:

Parcel 1	-	2 UOB	=	$25.24
Parcel 2	-	1 UOB	=	$12.62
Parcel 3	-	1 UOB	=	$12.62
Parcel 4	-	1 UOB	=	$12.62

Annexation S4-B (Zone 3) – MS 211 APN 0292-201-36, 39

The two parcels in Annexation S4-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-B

NA = C
A = $100.25/5
A = $20.05 per UOB

Assessment for each parcel:

Parcel 1	-	2 UOB	=	$40.10
Parcel 2	-	3 UOB	=	$60.15

Parcel 2 lot line was adjusted with the property to the north. The assessment was spread proportionately - $47.57 to APN 0292-201-39 and $12.58 to APN 0292-201-40.

Annexation S4-C (Zone 4) – CUP 559 APN 0171-202-30

The one parcel in Annexation S4-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-C

NA = C
A = $40.10/1
A = $40.10 per Parcel

Annexation S4-D (Zone 1) – CRA 636 APN 0169-043-14

The one parcel in Annexation S4-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-D

NA = C
A = $58.35/1
A = $58.35 per Parcel

Annexation S4-E (Zone 4) – CUP 546 APN 0292-192-11

The one parcel in Annexation S4-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-E

NA = C
A = $231.33
A = $231.33 per UOB

Annexation S4-F (Zone 1) – CUP 641 APN 0292-310-36

The two parcels in Annexation S4-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-G

NA = C
A = $38.90/2
A = $19.45 per UOB

The two parcels were subsequently combined into a single parcel and the full assessment is on the one parcel.

Annexation S4-G (Zone 4) – CRA 640 APN 0169-301-08, 10, 11

The three parcels in Annexation S4-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-C

NA = C
A = $21.03/3
A = $7.01 per Parcel

Annexation S4-H (Zone 4) - CUP 562 APN 0292-064-17

The one parcel in Annexation S4-H will receive four UOB assessments for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S4-H

NA = C
A = $84.12/1
A = $84.12 per Parcel

Note that Annexation S4-H is already assessed in Annexation S3-H. Therefore, the assessment in Annexation S4-H is $0

Annexation S4-I (Zone 1) - CUP 548 APN 0169-313-16

The one parcel in Annexation S4-I will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S4-1

NA = C
A = $77.80 /1
A = $77.80 per Parcel

Annexation S5-A – CRA 637 APN 0169-281-23

This property became a City owned parcel and was removed from the assessment roll.

Annexation S5-B (Zone 1) - Tract 10179 APN 0167-851-39 thru 56, 0167-861-37 thru 54

The thirty-six parcels in Annexation S5-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S5-B

NA = C
A = $505.70/36
A = $14.05 per Parcel

Annexation S5-C (Zone 1) - CUP 574 APN 0171-202-33

The one parcel in Annexation S5-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S5-C

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S5-D (Zone 3) - CRA 642 APN 0292-154-12

The one parcel in Annexation S5-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation 85·0

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S5-E (Zone 1) - MS 216-B Parcel Map 14090 APN 0174-021-41, 42

The two parcels in Annexation S5-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S5-E

NA = C
A = $38.90/2
A = $19.45 per Parcel

Annexation S6-A (Zone 4) - CRA 648 APN 0292-157-16

The one parcel in Annexation S6-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S6-A

NA = C
A = $189.27/1
A = $189.27 per Parcel

Annexation S6-B (Zone 1) - CUP 581 APN 0171-203-13

The one parcel in Annexation S6-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S6-B

NA = C
A = $38.90/1
A = $38.90 per Parcel

Annexation S7-A (Zone 3): MS 228 APN 0171-161-17

The two parcels in Annexation S7-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-A

NA = C
A = $200.50/2
A = $100.25 per Parcel

Annexation S7-A was originally APN 0171-161-13 and was then changed to APN 0171-161-14 and -15. Annexation S1-S was originally APN 0171-171-18, -22, and -23. Assessments for Annexation S7-A and S1-S were combined and then adjusted proportionately. New APNs for both annexations are 0171-161-17 and 0171-171-34. Assessment spread proportionately.

Annexation S7-B (Zone 3): CRA 639 APN 0292-152-39

The one parcel in Annexation S7-B will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-B

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S7-C (Zone 4) - CUP 602 APN 0292-063-48

The one parcel in Annexation S7-C will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-C

NA = C
A = $42.06/1
A = $42.06 per Parcel

Annexation S7-D (Zone 1) - CUP 590 APN 0171-332-30

The one parcel in Annexation S7-D will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-D

NA = C
A = $38.90/1
A = $38.90 per Parcel

Annexation S7-E (Zones 1 & 3) - CUP 607 APN 0167-101-13

The one parcel in Annexation S7-E will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-E

NA = C
A = $198.10/1
A = $198.10 per Parcel

Annexation S7-F (Zone 1) - CUP 577 APN 1212-041-01

The one parcel in Annexation S7-F will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-F

NA = C
A = $77.80/1
A = $77.80 per Parcel

Annexation S7-G (Zone 1) - CUP 541 APN 0174-261-15

The one parcel in Annexation S7-G will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-G

NA = C
A = $155.60/1
A = $155.60 per Parcel

Annexation S7-H (Zone 2) - Tract 14790-1 APN 0176-521-01 thru -13, -18 thru -23, -27 thru -32, APN 0176-531-01, 02, 03, 07, 08, 09, 12, 13, 18, 20, 21, 22, 24, 25, 26

The forty parcels in Annexation S7-H will receive an equal benefit assessment.

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-H

NA = C
A = $1,660.00/40
A = $41.50 per Parcel

Annexation S8-A (Zone 3) - CUP 584 APN 0172-121-03

The one parcel in Annexation S8-A will receive the entire benefit assessment. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S8-A

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S8-B (Zone 3) - CRA 666 APN 0292-158-17

The one parcel in Annexation S8-B will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S8-B

NA = C
A = $40.10/1
A = $40.10 per Parcel

Annexation S8-C (Zone 3) - CRA 616

The portion of this property that was Annexation S8-C is no longer assessed.

Annexation S9-A (Zones 1 & 4) - Tract 15589 APN 0293-421-01 thru -45

The forty-five parcels in Annexation S9-A will receive an equal benefit assessment.

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-A

NA = C
A = $202.40/45
A = $4.50 per Parcel

Annexation S9-B (Zone 1) - MS 221, Parcel Map 14285 APN 0174-281-33, 34, 35, 37

The four parcels in Annexation S9-B will receive an equal benefit assessment. The calculation for the assessment follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-B

NA = C
A = $58.35/4
A = $14.59 per Parcel

Annexation S9-C – there is no Annexation S9-C

Annexation S9-D (Zone 3) - CUP 617 APN 0292-033-13

The one parcel in Annexation S9-D will receive the entire benefit assessment. The calculation for the assessment follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-D

NA= C
A = $80.20/1
A = $80.20 per Parcel

Annexation S9-E (Zone 1) - CRA 670 APN 0292-157-20

The one parcel in Annexation S9-E will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-E

NA = C
A= $19.45/1
A = $19.45 per Parcel

Annexation S9-F (Zone 3) - CUP 629

The one parcel in Annexation S9-F will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-F

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S10-A (Zones 1 & 3) - Tract 15040 APN 0174-631-01 thru -09, -11 thru -35, -37 thru -58, -63, -64

The fifty-eight parcels in Annexation S10-A will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N =Number of Parcels in Annexation S10-A

NA = C
A = $1,461.15/58
A = $25.19 per Parcel

Annexation S10-B (Zones 1 & 4) - Tract 15832 APN 0172-301-18 thru 22, 26

The six parcels in Annexation S10-B will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-B

NA = C
A = $140.89/6
A = $23.48 per Parcel

Annexation S10-C (Zones 1, 3 & 4) - TR 15937 APN 0168-731-01 thru -25, APN 0168-741-01 thru -78, APN 0168-751-01 thru -56

The one hundred fifty-nine parcels in Annexation S10-C will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-C

NA = C
A = $2,722.64 /159
A = $17.12 per Parcel

Annexation S10-D (Zone 1) - Tract 16015 APN 1212-021-01 thru -62
The sixty-two parcels in Annexation S10-D will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-D

NA = C
A = $1,050.30/62
A = $16.94 per Parcel

Annexation S10-E (Zones 1 & 3) - Tract 16029 APN 0167-081-13 thru -45

The thirty-three parcels in Annexation S10-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $453.95/33
A = $13.76 per Parcel

Annexation S10-F (Zones 1 & 4) - Tract 16032 APN 0170-481-20 thru -34

The fifteen parcels in Annexation S10-F will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-F

NA = C
A = $259.17 /15
A = $17.28 per Parcel

Annexation S10-G (Zone 1) - Tract 16082 APN 0172-091-24 thru 36

The thirteen parcels in Annexation S1O-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-G

NA = C
A= $350.10/13
A = $26.93 per Parcel

Annexation S10-H (Zones 1 & 4) - Tract 16101 APN 0168-771-01 thru -50, APN 0168-781-01 thru -34, APN 0168-791-01 thru -28, APN 0168-801-01 thru -38

The one hundred fifty parcels in Annexation S10-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-H

NA = C
A = $2,289.87/150
A = $15.27 per Parcel

Annexation S10-I (Zones 1 & 4) - MS 253 (PM 15530) and MS 255 (PM 15617)
APN 0292-153-28, -30 thru -43

The fifteen parcels in Annexation S10-I will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment/Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-I

NA=C
A = $435.80/22
A = $19.81 per UOB

Assessment for each Parcel in PM 15530 (except Parcel 2):
APN 0292-153-28, 30 thru 41

Parcel 1	-	3 UOB	=	$59.43
Parcel 3	-	1 UOB	=	$19.81
Parcel 4	-	3 UOB	=	$59.43
Parcel 5	-	1 UOB	=	$19.81
Parcel 6	-	1 UOB	=	$19.81
Parcel 7	-	1 UOB	=	$19.81
Parcel 8	-	1 UOB	=	$19.81
Parcel 9	-	1 UOB	=	$19.81
Parcel 10	-	1 UOB	=	$19.81
Parcel 11	-	1 UOB	=	$19.81
Parcel 12	-	4 UOB	=	$79.24
Parcel 13	-	1 UOB	=	$19.81
Parcel 14	-	1 UOB	=	$19.81

Assessment for each Parcel in PM 15530:
APN 0292-153-42, 43

Parcel 1	-	1 UOB	=	$19.81
Parcel 3	-	1 UOB	=	$19.81

Annexation S10-J (Zone 4) - MS 252 (PM 15492) APN 0169-011-32 thru -35, -38, -39

The original five parcels in Annexation S10-J will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-J

NA = C
A = $147.21/5
A = $29.44 per Parcel for APN -32 thru -35

APN 0169-011-36 was split into APN 0169-011-38 and -39.
Therefore, A = $14.72 per Parcel for APN -38 and -39

Annexation S10-K (Zones 1 & 4) - CRA 720, PM 17658, APN 0292-154-22 thru -25

The four parcels in Annexation S7-K will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB

NA = C
A = $139.31/7
A = $19.45 per UOB (Zone 1)
A = $21.03 per UOB (Zone 4)

Assessment for each parcel:

Parcel 1	-	Zone 1 - 2 UOB / Zone 4 - 2 UOB	= $80.96
Parcel 2	-	Zone 1 - 1 UOB	= $19.45
Parcel 3	-	Zone 1 - 1 UOB	= $19.45
Parcel 4	-	Zone 1 - 1 UOB	= $19.45

Annexation S10-L – there is no Annexation S10-L

Annexation S10-M (Zone 1) - CRA 679 - APN 0292-310-42

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and incidental Expenses
N = Number of Parcels

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S10-N (Zone 3) - CUP 35R2 - APN 0173-251-21

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A =Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $60.15/1
A = $60.15 per Parcel

Annexation S10-O (Zone 3) - CUP 355 Rev. 8 - APN 0172-121-10, 11, 14

The three parcels will receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $80.20/3
A = $26.73 per Parcel

Annexation S10-P (Zone 3) - CUP 543 - APN 0171-431-05

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $120.30/1
A = $120.30 per Parcel

Annexation S10-Q (Zones 1 & 2) - MS 234 (PM 14891) - APN 0169·272-29, APN 0169-281-45, 46

The three parcels will receive one UOB per 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment per UOB
C = Cost of operation and maintenance to be assessed
N = Number of UOB

NA = C
A = $196.38/12
A = $16.37 per UOB

Assessment for Each Parcel

Parcel 29	-	4 UOB	=	$65.48
Parcel 45	-	6 UOB	=	$98.22
Parcel 46	-	2 UOB	=	$32.74

Annexation S10-R (Zone 3) - MS 251 (PM 15414) APN 0176-014-16, 17

The two parcels will receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $60.15/2
A = $30.08 per Parcel

Annexation S10-S (Zones 1 & 3) - Tract 14790-2 APN 0294-181-02 thru -15, APN 0294-191-01 thru -04, -06 thru -12, -16 thru -20, APN 0294-201-09, -11, -13, -15, -19, -21, -27, -28, APN 0294-211-02 thru -04, -06 thru -10, -12, -13

The forty-eight parcels in Annexation S10-S will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $2,378.05/48
A = $49.54 per Parcel

Annexation S10-T (Zones 1 & 3) - Tract 14790-3 APN 0294-222-01 thru -12, APN 0294-232-01 thru -07, APN 0294-242-01 thru -06, APN 0294-252-01 thru -13, APN 0294-262-01 thru -13

The fifty-one parcels in Annexation S10-T will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $1,842.70/51
A = $36.13 per Parcel

Annexation S10-U (Zones 1, 3 & 4) - Tract 15532 APN 0168-271-13 thru -48

The thirty-six parcels in Annexation S10-U will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $515.40/36
A = $14.32 per Parcel

Annexation S10-V (Zone 1) - CUP 652 - APN 0171-011-67

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $19.45/1
A = $19.45 per Parcel

APN 0171-011-54 was the original Annexation 10-V. That parcel was merged with the parcel immediately to the east (APN 0171-011-45). The new parcel was assigned APN 0171-011-67.

Annexation S10-W (Zone 1) - MS 240 (PM 14912) - APN 0292-201-22

The one parcel will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of Incidental Expenses
N = Number of Parcels

NA = C
A = $19.45/1
A = $19.45 per Parcel

This parcel has been subdivided and is not assessed.

* * * * * * * * * * * *

The City Council will hold a public meeting on June 20, 2023 to determine the assessments based upon the costs for FY2023-2024 which are anticipated to be incurred by the City and which are to be recovered through assessments as required by the Landscaping and Lighting District Act of 1972.

THIS PAGE INTENTIONALLY LEFT BLANK

City Council Meeting **K. 1.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Memorandums of Understanding negotiated by City staff between the City of Redlands and the Redlands Association of Department Directors, the Redlands Association of Management Employees, the Redlands Association of Mid-Management Employees, and the Redlands Association of Safety Management Employees (Assistant City Manager McConnell)

MOTION(S):

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

I move to approve the Memorandums of Understanding between the City of Redlands and the Redlands Association of Department Directors, the Redlands Association of Management Employees, the Redlands Association of Mid-Management Employees, and the Redlands Association of Safety Management Employees.

RECOMMENDATION:

Staff recommends that the City Council approve the Memorandums of Understanding between the City and the Redlands Association of Department Directors, the Redlands Association of Management Employees, the Redlands Association of Mid-Management Employees, and the Redlands Association of Safety Management Employees.

DISCUSSION:

The City's negotiating team and members of the Redlands Association of Department Directors, the Redlands Association of Management Employees, the Redlands Association of Mid-Management Employees, and the Redlands Association of Safety Management Employees have met to negotiate their Memorandums of Understanding (MOUs) for the period of July 1, 2023 through June 30, 2026.

All represented units received a seven percent salary increase for the first year of the contract and two percent salary increases in both years two and three. Other changes include elimination of the two-tier benefit contributions, increases in deferred compensation, increases to uniform and car allowances, vacation accruals, longevity, and the addition of educational incentives.

The parties have reached agreement and the MOUs have been prepared and are attached for the City Council’s consideration.

ALTERNATIVES:
N/A

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Christopher Boatman, RADD President
Brian Foote, RAME President
Stephen Crane, RASME President
Michael Foster, RAMME President
James Garland, Assistant Director, Finance
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

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

Fiscal Impact

Fiscal Year: FY2024-26
Revenue Generating: No
Appropriation Required Y/N: No
Account No.: Various
Discussion:

Summary of Financial Impact:

	FY2024	FY2025	FY2026	3-Year Total
General Fund	$1,520,044	$1,779,036	$2,008,580	$5,307,660
Other Funds	$957,999	$1,124,595	$1,265,551	$3,348,145
Total	**$2,478,043**	**$2,903,631**	**$3,274,131**	**$8,655,805**

Notes:

1. The Fiscal Impact above relates specifically to the RADD, RAME, RAMME, and RASME MOU's.
2. These amounts include base salary increases, elimination of the two-tier benefit contributions, and other MOU incentives.
3. Calculations include fully burdened staffing costs such as base salaries, pension costs, and other employer-paid benefits.

Staff will incorporate the financial impact above in the 2023-2024 mid-biennium review process. During this review, staff will be updating revenue and expenditure projections accordingly. Additional appropriations will also be made, if warranted, and taken to the City Council for consideration.

Attachments

RAME Redline MOU 23-26
RAME Final MOU
RASME Redline MOU 23-26
RASME Final MOU
RADD Redline MOU 23-26
RADD Final MOU
RAMME Redline MOU 23-26
RAMME Final MOU
Salary Range Tables 23-24

Style Definition: Heading 1

Style Definition: TOC 1

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF REDLANDS

AND THE

REDLANDS ASSOCIATION OF

MANAGEMENT EMPLOYEES

JULY 1, ~~2018~~ 20231 - JUNE 30, 2026~~3~~

RE035\042\10329096.v2

MEMORANDUM OF UNDERSTANDING

Between

The City of Redlands

And

Redlands Association of Management Employees

July 1, ~~2018~~ 2023 ~~1~~ – June 30, 202~~6~~3

TABLE OF CONTENTS

Article 1. Term of Memorandum of Understanding ..... 5~~4~~
Article 2. Preamble ..... 5~~4~~
Article 3. Recognition ..... 5~~4~~
Article 4. Salaries ..... 5~~4~~
Article 5. Retirement ..... 5~~4~~
Article 6. Education Incentive Pay ..... 7~~5~~
Article 7. Longevity Pay ..... 7~~5~~
Article 8. Uniform Allowance ..... 7~~6~~
Article 9. Tuition Reimbursement ..... 7~~6~~
Article 10. Bilingual Pay ..... 8~~6~~
Article 11. Death of Employee ..... 8~~6~~
Article 12. Health Insurance ..... 8~~7~~
Article 13. Dental Insurance ..... 10~~8~~
Article 14. Vision Care ..... 10~~8~~
Article 15. Life Insurance ..... 11~~8~~
Article 16. State Disability Insurance (SDI) ..... 11~~8~~
Article 17. Vacation ..... 11~~8~~
Article 18. Sick Leave ..... 11~~9~~
Article 19. Deferred Compensation ..... 12~~9~~
Article 20. 401 A Plan ..... 12~~9~~

Article 21. Vehicle Allowance....12~~10~~
Article 22. Bereavement Leave....13~~10~~
Article 23. Leave of Absence Without Pay....13~~10~~
Article 24. Personal Leave....13~~10~~
Article 25. Executive Leave....13~~10~~
Article 26. Holidays....13~~11~~
Article 27. Probation....14~~11~~
Article 28. Review/Evaluation Date....14~~11~~
Article 29. Performance Evaluations....14~~12~~
Article 30. Disciplinary Procedure....14~~12~~
Article 31. Grievance Procedure....19~~17~~
Article 32. Demotion/Non-Disciplinary....23~~20~~
Article 33. Layoff Procedure....23~~21~~
Article 34. Management Rights....25~~22~~
Article 35. Savings Clause....25~~22~~
Article 36. Zipper Clause....25~~23~~
Article 37. Signatures....25~~23~~
~~Article 1. Term of Memorandum of Understanding....44~~
~~Article 2. Preamble....44~~
~~Article 3. Recognition....44~~
~~Article 4. Salaries....44~~
~~Article 5. Retirement....44~~
~~Article 6. Longevity Pay....55~~
~~Article 7. Tuition Reimbursement....55~~
~~Article 8. Bilingual Pay....66~~
~~Article 9. Death of Employee....66~~
~~Article 10. Health Insurance....76~~
~~Article 11. Dental Insurance....88~~
~~Article 12. Vision Care....88~~
~~Article 13. Life Insurance....88~~

Formatted: Default Paragraph Font, Font: Calibri

~~Article 14. State Disability Insurance (SDI) ..... 88~~
~~Article 15. Vacation ..... 88~~
~~Article 16. Sick Leave ..... 88~~
~~Article 17. Deferred Compensation ..... 99~~
~~Article 18. 401 A Plan ..... 99~~
~~Article 19. Vehicle Allowance ..... 109~~
~~Article 20. Bereavement Leave ..... 1010~~
~~Article 21. Leave of Absence Without Pay ..... 1010~~
~~Article 22. Personal Leave ..... 1010~~
~~Article 23. Executive Leave ..... 1010~~
~~Article 24. Holidays ..... 1010~~
~~Article 25. Probation ..... 1111~~
~~Article 26. Review/Evaluation Date ..... 1111~~
~~Article 27. Performance Evaluations ..... 1111~~
~~Article 28. Disciplinary Procedure ..... 1111~~
~~Article 29. Grievance Procedure ..... 1616~~
~~Article 30. Demotion/Non-Disciplinary ..... 2020~~
~~Article 31. Layoff Procedure ..... 2020~~
~~Article 32. Management Rights ..... 2222~~
~~Article 33. Savings Clause ..... 2222~~
~~Article 34. Zipper Clause ..... 2222~~
~~Article 35. Signatures ..... 2222~~

Formatted: Default Paragraph Font, Font: Calibri

Article 1. TERM OF MEMORANDUM OF UNDERSTANDING

Except where expressly stated otherwise herein, the City of Redlands (~~"~~City~~"~~) and the Redlands Association of Management Employees (~~"~~Unit~~"~~) agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, ~~2018~~ 2023 and shall expire on June 30, 2026~~3~~.

Article 2. PREAMBLE

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City and the Unit.

Article 3. RECOGNITION

A Unit employee shall be defined as an employee of the City and assigned to the Unit by the City Manager in accordance with City policies and procedures.

Article 4. SALARIES

A. All Unit employees shall receive the following salary increases:
   1. Effective the first full pay period after July 1, 2023~~18~~, all Unit employees will receive a ~~five~~seven~~three~~ percent (7~~53~~%) increase to base salary.
   2. Effective the first full pay period after July 1, 2024~~19~~, all Unit employees will receive a ~~three~~ two percent (2~~3~~%) increase to base salary over the prior year.
   3. Effective the first full pay period after July 1, 2025~~0~~, all Unit employees will receive a ~~three~~ two percent (2~~3~~%) increase to base salary over the prior year.

~~B.~~ Compaction: A minimum salary differential of twenty percent (20%) shall be maintained between Management Unit classifications and Mid-Management Unit classifications. In the event there are increases to salaries in mid-management classifications that result in a differential less than twenty percent (20%) between mid-management unit classifications and the management Unit they report to, all management classifications shall be adjusted upward until the differential is maintained.

~~C.~~B. The existing salary differentials within the management unit shall be maintained.

~~D.~~C. All Management Unit employees are responsible for the employee contribution to Social Security and Medicare.

Article 5. RETIREMENT

A. Classic Members

~~1. A~~~~Effective the first payroll period commencing on or after City Council adoption of the 2012-2015 MOU and adoption by the Council and implementation of necessary CalPERS resolution(s) addressing the amount of employer funding of "classic" normal member employee CalPERS contributions, all "classic" Unit members employed prior to March 11, 2010 shall individually fund 3.0% of compensation earnable (42.87% of the 7% of compensation earnable, which is presently the maximum "classic" normal member employee CALPERS contribution) as and for the Unit employee's normal employee PERS. "Classic" Unit employees hired on or after March 11, 2010 shall continue to individually fund 5% of compensation earnable as and for the individual employee's normal employee PERS contribution. (The term "classic" employee is defined in the Public Employee's Pension Reform Act of 2013 "PEPRA.")~~

Formatted: Line spacing: Exactly 10 pt

Formatted: Line spacing: Exactly 10 pt

Formatted: Line spacing: Exactly 10 pt

Formatted: Line spacing: Exactly 10 pt

~~Effective the first payroll period commencing on or after July 1, 2014, all "classic" Unit employees employed prior to March 11, 2010 shall fund 5% of compensation earnable (71.4% of the 7% of compensation earnable) as and for the individual employee's normal employee PERS contribution.~~

1. ~~Effective the first payroll commencing on or after January 1, 2015, a~~ll "classic" Unit employees ~~including those first employed on and after March 11, 2010~~ shall personally fund 100% of the 7% of compensation earnable as and for the individual employee's normal employee PERS contribution. (The term "classic" member is defined in the Public Employee's Pension Reform Act of 2013 "PEPRA.")

   All "classic" employee normal contributions required to be paid by the employee, whether paid by the employer or the employee, shall be credited to the member's CalPERS account.

   Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

2. The City shall continue to include in this contract with CalPERS, the following provisions:~~.~~

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA

B. **New Members**~~AB 340~~

1. T~~AB 340, t~~he Public Employee's Pension Reform Act of 2013 – "PEPRA" (signed by the Governor on 09/07/12,) shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of this MOU, as described below. ~~Any provision in this MOU which contradicts any provision of AB 340 shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this MOU or any MOU, Agreement, Rule or Regulation predating this MOU.~~
2. Unit employees who are "new members" as defined in the ~~above AB 340~~PEPRA, shall individually pay an initial member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (~~AB 340~~ Government Code section 7522.30)
3. Unit employees who are "new members," as defined in the ~~above AB 340~~PEPRA, on and after January 1, 2013, shall be enrolled in the ~~AB 340~~ retirement plan of 2%@62 (Government Code section 7522.20(a), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

~~HIGHEST SINGLE YEAR~~
~~SURVIVOR CONTINUANCE~~
~~2% @ 55 RETIREMENT FORMULA~~

Formatted: Indent: Left: 0"

Formatted: Line spacing: Exactly 9 pt

Formatted: Line spacing: Exactly 9 pt

Formatted: Line spacing: Exactly 9 pt

Formatted: Line spacing: Exactly 10 pt

Article 6. EDUCATION INCENTIVE PAY

Unit e~~E~~mployees will qualify for a three percent (3%) increase in base salary upon submitting satisfactory proof of a Master or Doctoral degree (i.e., official transcripts) where such degree is not required as part of the employee's minimum job qualifications. If a Master's degree is required as part of the employee's minimum job qualifications, the employee will only be eligible for education incentive pay upon submitting satisfactory proof of a Doctoral degree.

~~*Article 6.*~~*Article 7. LONGEVITY PAY*

A. Employees with ten (10) years continuous service with the City, shall advance to Step "5" on the salary schedule which shall be a minimum of three percent (3%) higher than Step "4," effective with the beginning of the pay period closest to completion of their tenth (10th) year of service.

~~A.~~B. Employees w~~Unit employees hired prior to March 11, 2010, w~~ith fifteen (15) years continuous~~umulative~~ service with the City, shall advance to ~~the~~ Step "6~~F~~" on the salary schedule which shall be a minimum of two percent (2%) higher than Step "5,"~~resolution~~ effective with the beginning of the pay period ~~beginning~~ closest to completion of their fifteenth (15th) ~~the first day of their 16th~~ year of service.

~~B. Unit employees hired on or after March 11, 2010 shall not be eligible for "F" step longevity pay.~~

C. In the event that an employee is not at S~~the E s~~tep 4 when he/she is eligible for the S~~F s~~tep 5, at the completion of ten~~fifteen~~ (10~~5~~) years of service, the employee will advance to the next step in the salary range, and continue to advance based on merit until the employee reaches S~~the F s~~tep 5.

~~C.~~D. In the event that an employee is not at Step 5 when he/she is eligible for the Step 6, at the completion of fifteen (15) years of service, the employee will advance to the next step in the salary range, and continue to advance based on merit until the employee reaches Step 6.

Article 8. UNIFORM ALLOWANCE

The Fire Marshal~~l~~ shall receive a uniform allowance of eleven hundred dollars ($1,100) per year, with $550 paid in January, and $550 paid in June.

~~*Article 7.*~~*Article 9. TUITION REIMBURSEMENT*

A. Unit employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. An employee shall not receive reimbursement in excess of five thousand dollars ($5,000) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.

~~B. Unit employees hired after March 11, 2010 shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. An employee shall not receive reimbursement in excess of two thousand five hundred dollars ($2,500) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.~~

~~C.~~B. The course must be satisfactorily completed with a minimum grade of "C" or equivalent to qualify for reimbursement.

Formatted: Line spacing: Exactly 10 pt

~~Article 8.~~Article 10. BILINGUAL PAY

A. Eligible Unit employees will be compensated $100~~65~~.00 per month for the performance of bi-lingual skills beginning the first pay period following certification by successful completion of a competency exam administered through the Human Resources Department or third party selected by the City.
B. Recommendation by the Department Head.
C. The determination of the number of employees designated to receive bi-lingual pay is at the sole discretion of the City.
D. Bilingual pay shall apply regardless of the frequency or total time required to perform translation duties.
E. In the event that a department head's bilingual employees are not available and a bilingual need occurs, that department head may request that another department head loan a bilingual employee to that department to handle the bilingual need for the duration of the assignment.
F. In the event that an employee which is approved for bilingual pay receives a change in assignment, classification, job duties or is transferred or promoted, a determination may be made by the employee's department head that bilingual skills are no longer required for use on the job and this benefit will be removed from the employee without right of appeal.
G. In the event that there are more bilingual employees in a department or location than are required by the City to provide this service, the City will determine a method whereby qualified employees can receive this compensation on a rotational basis.
H. The City reserves the right to determine the languages for which testing will be conducted.
I. The City reserves the right to determine where the use of employee bilingual skills would be best served.
J. The City may require employees to keep a log demonstrating that bilingual skills are being utilized.
K. An employee's continuation in the bilingual program is subject to periodic evaluation and retesting.
L. Only employees granted bilingual pay shall be required to speak the designated language.

Formatted: Line spacing: Exactly 10 pt

~~Article 9.~~Article 11. DEATH OF EMPLOYEE

A. The eligible dependents of deceased Unit employees shall be entitled to benefits as follows:
   1. Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.
   2. In the event the deceased employee qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

Formatted: Line spacing: Exactly 10 pt

~~Article 10.~~Article 12. HEALTH INSURANCE

A. ~~Subject to B below, and only for Unit employees hired prior to March 11, 2010 the City shall continue to pay the monthly premium for such employees and their eligible dependents under the PERS health insurance~~The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal of the difference between the City's minimum PEMHCA contribution and the following amounts:

Formatted: Space After: 0 pt

COVERAGE LEVEL	~~PREMIUM~~ TOTAL CITY CONTRIBUTION	EFFECTIVE JANUARY 1, 2024	EFFECTIVE JANUARY 1, 2025

	EFFECTIVE JULY 1, 2023: ~~PERS CHOICE LOS ANGELES AREA~~		
Employee Only:	$~~505.63~~7500	$775	$800
Employee Plus One Dependent:	$1,~~011.26350~~500	$1,~~400~~550	$1,~~450~~600
Employee plus Two or more Dependents:	$1,~~314.64750~~950	$2,025~~1,825~~	$~~1,900~~2,100

~~B.~~ City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post-employment health plan. ~~Additionally only for members hired by the City prior to March 11, 2010, the maximum City funding of employee and eligible dependent health insurance shall be increased in an amount equal to 50% of the dollar amount of the increase in PERS Choice health insurance rates.~~

B.

~~C. Unit employees hired prior to March 11, 2010 who are currently in a recognized bargaining unit other than the Unit, and are promoted at a later date to a position in the Unit, are not eligible for this benefit in paragraph A. Such employees shall "carry over" their then existing health benefit(s) to their new position represented by the Unit.~~

~~D. For Unit employees hired on or after March 11, 2010, the City will contribute a maximum monthly health insurance contribution of three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. Additionally, the City will contribute on a monthly basis five hundred and three dollars ($503.00) as a flexible benefit allotment to be utilized by the employee to purchase/contribute toward medical insurance premiums.~~

~~E.~~C. The City agrees to provide a stipend of $350, on a monthly basis, for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

D. Insurance Adjustment: In July of each year, the City shall pay each Unit employee a cash payment in the amount of one hundred and fifty dollars ($150) to offset the co-payments and deductibles for medical insurance plans.

~~F.~~

~~G.~~E. ~~Lifetime~~ Retiree Medical:

1. For all unit members who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the C~~c~~ity C~~c~~ouncil on September 5, 1989.
2. Upon service retirement and completion of fifteen (15) or more cumulative years of service with the City, a Unit employee hired prior to March 11, 2010, who qualifies as an annuitant under PEMHCA, may elect to receive as City contribution to a retiree health savings account the difference between the PEMHCA minimum and the cost of fully paid lifetime medical and dental insurance (excludes vision coverage) for the employee and eligible dependents, under the City's medical and d~~D~~ental insurance programs, and may elect to convert accumulated sick leave to cash using the following formula, or have the option of converting 100% of accrued sick leave hours to service credit, or may use the following formula to convert accrued sick leave to cash and convert the remaining sick leave to service credit.

Formatted: Level 1, Space Before: 6 pt

Formatted: Level 1, Space Before: 6 pt, After: 0 pt, Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

Formatted: Indent: Left: 0.25", Line spacing: Exactly 10 pt, No bullets or numbering

Formatted: Font: (Default) +Body (Calibri), Not Bold, Not Italic, Not Small caps

Formatted: Font: (Default) +Body (Calibri), Not Italic, Not Small caps

COMPLETED YEARS OF SERVICE	CONVERSION PERCENTAGE
10 - 15	25%
16 - 19	35%
20+	50%

Unit employees hired on or after March 11, 2010 are not eligible for ~~this benefit in G.1~~the lifetime medical benefit.

~~3.~~Unit members with ten (10) years of continuous employment with the City who concurrently retire from the City and the CalPERS system and who qualify as an annuitant under PEMHCA may elect to receive the "Medical Bridge." ~~health insurance from the City.~~Under the Medical Bridge, the City will contribute the difference between the PEMCHA minimum and the cost of ~~health insurance is defined as~~ single party coverage for the retired unit member only for ~~. Members who elect medical bridge health insurance will be entitled to coverage under~~ the lowest cost medical and dental insurance plans as provided by the City to its then existing unit members until the member reaches the age of medicare eligibility at which time the benefit will cease and unit members will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge ~~health insurance~~ can select higher cost plans offered by the City to its then existing members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the unit member and not by the City. ~~Unit employees whom do not qualify for life-time medical and retire with ten (10) years of service shall be entitled to a "medical bridge" program for themselves upon retirement from the City until they become Medicare-eligible. "Medical Bridge" is defined as employee-only coverage and Unit employees who are eligible for bridge insurance will be entitled to the least expensive equivalent health and dental insurance plan as provided by the City to its existing Unit employees through the CalPERS medical plan until the employee reaches the age of Medicare eligibility at which time the benefit will cease. Unit employees who receive the medical bridge program can select coverage for dependents, however, the additional cost must be paid for by the respective Unit employee and will not be paid for by the City.~~

~~1.~~3.

~~H. DURING THE TERM OF THE MOU THE PARTIES AGREE TO "REOPEN" THE MOU TO DISCUSS ALTERNATIVES TO THE CURRENT CALPERS HEALTH INSURANCE PLANS.~~

~~Article 11.~~Article 13. DENTAL INSURANCE

The City agrees to pay the full monthly premium for dental insurance under the City's dental plan or its equivalent for each Unit employee and all eligible dependents.

~~Article 12.~~Article 14. VISION CARE

The City agrees to reimburse each Unit employee up to three~~two~~ hundred ~~twenty five~~ dollars ($300~~225~~) every fiscal year for the purchase of frames and lenses or contact lenses and the cost of eye examinations for the employee and/or his/her dependent.

Formatted: Line spacing: Exactly 12 pt

Formatted: List Paragraph, Indent: Left: 0.25", Numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75", Tab stops: 0.25", Left

Formatted: Heading 1, Left, No bullets or numbering

Formatted: Heading 1

Formatted: Line spacing: Exactly 12 pt

~~Article 13.~~Article 15. LIFE INSURANCE

The City shall contribute the monthly premium for term life insurance in the amount of twenty-five thousand dollars ($25,000) for all Unit employees. Employees may also purchase additional increments of life insurance at the City's group rate at their own expense.

~~Article 14.~~Article 16. STATE DISABILITY INSURANCE (SDI)

Unit employees shall be required to participate in State Disability Insurance at employees' expense.

~~Article 15.~~Article 17. VACATION

A. The vacation accrual for Unit employees shall be as follows:

YEARS/MONTHS OF SERVICE	ANNUAL ACCRUAL RATE – HOURS
0 – ~~4~~5 (0-59 months)	80
~~5~~6 – ~~6~~7 (60-83 months)	120
~~7~~8 – ~~9~~10 (84-119 months)~~9~~	140~~28~~
10~~10~~ –~~14~~4 (120-179~~67~~ months)~~1~~	160~~36~~
15~~5~~+ (16~~88~~0 months+)~~2 – 13~~	200~~144~~

T~~Effective July 1, 2017, t~~he maximum vacation accrual leave balance shall be 1000 hours. Unit employees ~~may~~ shall convert all hours over 800 each year to a qualified 401(a) ~~compensation~~retirement plan to the maximum allowed by law. The conversion shall occur in January each year.~~up to 300 hours of vacation per calendar year to deposit to the 401(a) deferred compensation plan. This conversion can be made with a two week notice to payroll.~~

~~Article 16.~~Article 18. SICK LEAVE

A. **ACCRUAL:** Unit employees shall receive eight (8) hours of sick leave per month.

B. **USE:** Employees may use up to half of their annual sick leave accrual, forty-eight (48) hours, to care for ill family members.

C. **BUY BACK:** In November of each calendar year, each Unit employee may elect to be paid at his/her current hourly rate for each sick leave day accumulated during the ~~preceding~~ following calendar year in excess of six (6) sick leave days in November of the following year. A total of one (1) year's accumulation, ninety-six (96) hours, must be on the books prior to any compensation being paid. This election is irrevocable and may not be changed once the election is made. Employees in the uni~~t~~Unit ~~employees~~ may also choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.

D. **CONVERSION TO CASH:** Upon voluntary separation of service or layoff with the City, Unit employees with ten (10) years or more of continuous service shall be eligible to cash in unused sick leave at the following formula:

Formatted: Line spacing: Exactly 9 pt

Formatted: Line spacing: Exactly 9 pt

Formatted: Line spacing: Exactly 12 pt

Formatted: Indent: Left: 0", Space After: 12 pt

YEARS OF SERVICE	PERCENT
10 – 15	**25 %**
16 – 20	**35 %**
21+	**50 %**

~~E.~~ **UPON RETIREMENT~~AT SEPARATION OF SERVICE~~:** In lieu of the benefit D and upon retirement under the PERS retirement plan, Unit employees will have the option of: (1) converting one hundred percent (100%) of individual sick leave accruals to service credit; or, (2)~~.~~

~~F.~~E. ~~**UPON SERVICE RETIREMENT:** In lieu of the benefit D and upon service retirement under the PERS retirement plan,~~ Unit employees may elect to have all remaining sick leave accrued at the time of retirement converted to cash value at their final rate of pay, and deposited in the Post Employment Health Plan (PEHP) where it can be used ~~apply such cash value to~~for applicable premiums payable under the City's medical insurance program for the employee and the employee's eligible dependents. ~~until the cash value is exhausted. The cash value of sick leave is subject to all applicable taxes.~~ In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the ~~applicable insurance policy~~PEHP.

~~*Article 17.*~~*Article 19. DEFERRED COMPENSATION*

The City shall provide a 457 (b) deferred compensation plan to Unit employees. Unit employees may make voluntary contributions to the 457 (b) plan up to the maximum allowed by law. Participation by Unit employees is optional and all other costs shall be borne by plan participants.

~~*Article 18.*~~*Article 20. 401 A PLAN*

The City shall pay the costs to administer a 401(a) Retirement Plan. In January of each year, the City of Redlands makes an annual contribution to deferred compensation on behalf of each Unit employee in the amount of $1,125 per year + 3~~2~~% of salary. For new Unit employees and employees transferring into the Unit, the amount shall be prorated on a monthly basis for period of service within Unit.

Upon retirement, Unit employees shall deposit the cash value of vacation leave, incentive payouts, floating holidays, and executive leave to the program in the maximum amount allowable.

~~*Article 19.*~~*Article 21. VEHICLE ALLOWANCE*

~~A. The City agrees to provide vehicles and/or allowances as follows:~~

~~Deputy Municipal Utilities and Engineering Director~~	~~City vehicle provided~~

~~B.~~ The City may assign a City-owned vehicle to a Unit employee for use on City business. If assigned, a City-owned vehicle may be used by employee for City business and for commuting to and from the employee's residence within a forty (40) mile radius of the City of Redlands. The City shall incur all costs related to the provision of the vehicle, including maintenance and insurance. The employee shall be

Formatted: Line spacing: Exactly 10 pt

Formatted: Line spacing: Exactly 10 pt

Formatted: Line spacing: Exactly 10 pt

Formatted: List Paragraph, Indent: Left: 0", Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: Calibri

Formatted: Normal, No bullets or numbering

responsible for ensuring the City's vehicle is appropriately secured when parked at the employee's residence.

~~Article 20.~~Article 22. BEREAVEMENT LEAVE

In the event of a death in the immediate family, an eligible Unit employees will be compensated with four (4) days paid leave. In addition, eligible employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse or registered domestic partner: spouse, registered domestic partner, child (including foster child or ward of the court), parent, grandparent, brother, sister, niece, nephew, step-children, and grandchildren. The definition of immediate family will also include the aunt and uncle of the employee only. Bereavement leave may also be used for the significant other of the employee provided the employee shows proof of cohabitation.

~~Article 21.~~Article 23. LEAVE OF ABSENCE WITHOUT PAY

If a Unit employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth (6th) day of leave without pay and any day of leave without pay thereafter during the calendar year; sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay status.

~~Article 22.~~Article 24. PERSONAL LEAVE

Unit employees may use up to a maximum of eight (8) hours of accrued sick leave per year for personal leave, subject to advanced approval by his/her supervisor.

~~Article 23.~~Article 25. EXECUTIVE LEAVE

Unit employees shall receive one hundred twenty (120) hours of Executive Leave annually. Executive leave shall be used within the calendar year or it will be removed from the books as of December 31st of each year.

~~Article 24.~~Article 26. HOLIDAYS

A. The holidays which will be honored for Unit employees will include the following, along with any additional day as designated by action of the City Council:

~~A.~~

HOLIDAY	DAY OBSERVED
New Year's Day	*January 1*
Martin Luther King Day	*Third Monday in January*
President's Day	*Third Monday in February*
Cesar Chavez	*March 31*

Formatted: Line spacing: Exactly 10 pt

Formatted: Line spacing: Exactly 10 pt

Formatted: Line spacing: Exactly 10 pt

Formatted: Line spacing: Exactly 10 pt

Formatted: Line spacing: Exactly 10 pt

Formatted: Indent: Left: 0.25", No bullets or numbering

Memorial Day	*Last Monday in May*
Juneteenth	*June 19*
Independence Day	*July 4*
Labor Day	*First Monday in September*
Columbus Day	*Second Monday in October*
Veteran's Day	*November 11*
Thanksgiving Day	*Fourth Thursday in November*
Friday after Thanksgiving Day	*Friday after Thanksgiving Day*
Christmas Eve	*December 24*
Christmas Day	*December 25*

B. If the holiday falls on Saturday, Friday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday. If a scheduled holiday falls on an employee's regular day off, the employee shall bank the holiday at their regularly scheduled hours to be used at a later date~~be compensated for one day of holiday compensation at straight time~~. Employees should not be scheduled to work both the designated holiday and the actual holiday.
C. Holiday pay shall be compensated in accordance with the employee's standard work schedule.
D. Unit employees ~~hired prior to March 11, 2010~~ are entitled to receive~~: two (2)~~ twenty hours of floating holidays annually. Floating holidays accrued but not taken are paid off during January of the year following the year in which the holidays were accrued. ~~Employees hired on or after March 11, 2010 will not be entitled to this benefit.~~
E. The A.K. Smiley Public Library will be closed on the Saturday following Thanksgiving Day.

~~*Article 25.*~~*Article 27. PROBATION*

A. Unit employees hired on or after March 11, 2010 shall serve a probationary period of twelve (12) months.
B. Unit employees who are promoted shall serve a probationary period of six (6) months.
C. Probationary periods may be extended as set forth in the City's Personnel Rules and Regulations.

~~*Article 26.*~~*Article 28. REVIEW/EVALUATION DATE*

For all Unit employees the "review/evaluation date" shall be the day of the month in which the employee completes twelve (12) months of employment. When an employee receives a promotion, the new review/evaluation date shall be the day of the month in which the employee completes six (6) months of employment in the new classification. When a salary increase is granted, it shall be effective on the beginning of the pay period falling closest to the day of the month the employee was hired or promoted.

~~*Article 27.*~~*Article 29. PERFORMANCE EVALUATIONS*

In cases where a performance evaluation has not been received by a Unit employee within 30 days of the eligibility date, the employee should contact the supervisor, who must complete and file the evaluation within ten (10) working days.

~~*Article 28.*~~*Article 30. DISCIPLINARY PROCEDURE*

A. The Investigatory Interview Process

Prior to any investigatory interview or consultation between an employee and the Department Head or City Manager, that could reasonably be construed to result in disciplinary action against the employee, the employee shall be given notice of the interview or consultation as soon as reasonably practical, and shall be advised of his or her right to representation under this section; and upon request shall be afforded an opportunity to contact and consult privately with a representative of the Unit. If requested, the employee may have Unit representative present during any such investigatory interview or consultation, and, to the extent practicable, such interviews or consultations shall be conducted during an employee's working hours. Only those persons reasonably necessary to the conduct of the interview shall be present.

The employee or the City may elect to record any such investigatory interview or consultation, unless the parties mutually agree not to record such interview or consultation; however, in the event the City elects to record such an interview or consultation, it shall upon request provide the employee with a copy of said recording. The cost of providing a copy of the recording to the employee shall be borne by the employee.

B. Disciplinary Procedures

No employee who has successfully completed probation, shall be disciplined without cause. Disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions (non-probationary), reduction in pay and discharge. Oral and written reprimands may be initiated at the supervisor/Division Manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level.

1. Notice of Proposed Action

Whenever an employee is to be discharged, suspended (for more than five (5) working days) demoted (non-probationary), or reduced in step, for disciplinary purposes, written notice of at least five (5)[1] days of the proposed disciplinary action shall be given before such action is to be taken and must include:

a. Notice of proposed action;
b. Reasons for proposed action;
c. A copy of charges stating specific incidents or specific courses of conduct, e.g. as evidenced by work performance evaluations, and a copy of the written materials upon which the decision to take proposed disciplinary action is based; and
d. A notice to the employee of the right to respond in writing or orally within the five (5) day period.

In the case of a suspension of five (5) working days or less, the foregoing procedures shall be afforded the employee either before or during the suspension, or within a reasonable time thereafter.

2. Limitations and Exceptions

a. Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.
b. Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.

Formatted: Line spacing: Exactly 9 pt

[1] Unless specifically noted to be "working days," any reference to days is calendar days.

c. Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. The appointing authority may schedule an employee for vacation or holiday leave as the circumstances may warrant. Extraordinary circumstances include but are not limited to situations involving misappropriation of public funds or property; working while under the influence of alcohol or intoxicating drugs; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of City business through willful misconduct (altercations, etc.).

d. Oral notice is insufficient as full notice for proposed disciplinary action. In extraordinary circumstances when immediate suspension, demotion, removal, or reduction in step is warranted, initial notice may be given orally. The employee should be told when the initial action is taken what the reasons for the actions are and, in addition, the employee will have an opportunity to respond in writing and/or orally to those charges. The written charges in the case of an immediate disciplinary action must be prepared as soon as possible and normally within a day or two (2) of the initial oral notice.

3. Employee's Response to Proposed Discipline

a. An employee receiving a Notice of Proposed action shall have the right to respond to the Department Head. An employee's opportunity to respond to the Department Head is not intended to be an adversary hearing. An employee has the right to have a representative of his/her own choosing at the meeting. The employee shall not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline. However, the limited nature of this response does not obviate the Department Head's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the Department Head's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.

b. The Department Head will evaluate the proposed discipline in light of the employee's response, if any. Within ten (10) days of the employee's response, or deadline for response, a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

4. City Manager Level Appeal

a. Any permanent employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal process shall not be applicable to verbal and written reprimands, probationary demotions, performance evaluations and denial of performance increases. An employee desiring to appeal the Department Head's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.

b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Head shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the

Formatted: Line spacing: Exactly 9 pt

Formatted: Line spacing: Exactly 9 pt

employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal meeting shall be scheduled.

c. The meeting with the City Manager shall be conducted in the same manner as the Response to Proposed Discipline set forth in paragraph 2(C) above.

d. The City Manager will evaluate the discipline in light of the employee's response, if any. Within ten (10) days of the employee's response a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

5. Advisory Arbitration

a. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.

b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

   i. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.

   ii. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.

   iii. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.

   iv. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

   v. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

Formatted: Line spacing: Exactly 9 pt

vi. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

vii. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
   1. The party imposing discipline shall be permitted to make an opening statement;
   2. The appealing party shall then be permitted to make an opening statement;
   3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
   4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
   5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
   6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

i. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

ii. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the City Manager.

iii. The hearing officer's opinion and recommendation shall be filed with the City Council, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

iv. Within sixty (60) days of the receipt of the hearing officer's findings, recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Council.

v. Each party shall equally bear the cost and fees of the hearing officer, the cost of facilities, the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in a hearing officer fee.

vi. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Council, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Council, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

vii. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

Formatted: Line spacing: Exactly 10 pt

~~Article 29.~~Article 31. GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding, provisions of the Personnel Rules and Regulations, and/or written City Policy. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Appeal Procedure set forth in Article 27.

Formatted: Line spacing: Exactly 9 pt

B. Procedure

1. Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level

of supervision. Within fifteen (15) days[2] after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant' s immediate supervisor. A supervisor shall render a verbal decision within seven (7) days of the conclusion of the informal conference.

2. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) days from the date of receiving the answer from his/her supervisor, file a written grievance and request a meeting with the Division Manager, if one exists, in order to discuss the grievance. The written grievance shall contain the following information:
   a. Name of grievant and job title;
   b. Department/Section;
   c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
   d. The specific provision(s) of the M.O.U., City Policy or Personnel rules alleged to have been violated;
   e. Requested remedy;
   f. Name of the grievant's Labor Representative, if any; and
   g. Date and signature of the grievant or Labor Representative.

3. The Division Manager shall render a decision and comments in writing and return them to the grievant within ten (10) days after receiving the written grievance.
4. If the Division Manager and employee cannot reach a solution to the grievance (or if a Division Manager does not exist), the employee may, within seven (7) days from the date of receiving the answer from the Division Manager, request, in writing, a meeting with the Department Head.
5. The Department Head shall render his/her decision in writing within fifteen (15) days of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) days from the date of the decision by the Department Head, submit a written appeal to the Human Resources Director.
6. The City Manager shall review the grievance and respond to the employee within twenty (20) days of receiving the appeal. The response shall be in writing.
7. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the Human Resources Director and received in the Human Resources office so that same is date stamped by the Human Resources office within the ten (10) day period.
8. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the grievance shall be considered conclusive as set forth in the City Manager's decision and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Director, an appeal hearing shall be established as follows:
   a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing

[2] Days refer to calendar days.

officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.

b. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the Human Resources Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the grievant, open the hearing to the public.
d. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the grievant does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
    i. The grievant shall be permitted to make an opening statement;
    ii. The City shall then be permitted to make an opening statement;
    iii. The grievant shall produce the evidence on his/her part; the grievant bears the burden of proof and burden of producing evidence;
    iv. The City may then open its defense and offer its evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
    v. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
    vi. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.

i. The hearing officer may recommend sustaining or rejecting any or all of the grievance.

j. The hearing officer's opinion and recommendation shall be filed with the Human Resources Director, with a copy sent to the grievant, and shall set forth his/her findings and recommendations.

k. Within sixty (60) days of the receipt of the hearing officer's findings recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the grievant's personnel file.

l. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

m. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

9. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.

10. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.

11. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the grievance. However, no employee shall absent himself/herself without first being excused by his/her supervisor.
12. No employee shall be required to be represented by an employee organization in processing a grievance.
13. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
14. The settlement terms of a grievance which is processed by an employee individually or by a recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit.
15. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.
16. A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) days after authorized representatives of the employee organization knew, or by reasonable diligence should have known, of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

~~Article 30.~~Article 32. DEMOTION/NON-DISCIPLINARY

Formatted: Line spacing: Exactly 9 pt

Unit employees who are demoted due to layoff or other non-disciplinary reasons will be required to serve a new probationary period in the lower classification, provided they have not held regular status in the lower classification previously. While serving this new probationary period, the employee will retain due process rights and cannot be disciplined or terminated from City service without due process.

~~Article 31.~~Article 33. LAYOFF PROCEDURE

Formatted: Line spacing: Exactly 9 pt

A. Should the City Manager determine reductions in force to be necessary due to lack of work or for financial reasons, he/she may initiate Layoffs. Classifications to be affected and the number of employees included will be determined by the City.
B. In determining the order of Layoffs, a combination of factors shall be considered, including but not limited to: qualifications, productivity, general performance, seniority with the City of Redlands, seniority in job classification, and needs of the City. Variations from the order of Layoffs and recall from Layoff may occur when the City deems such variations appropriate under the circumstances.
C. The factors the City, in its discretion, may use to determine include but are not limited to the following:
    1. An employee's last four performance evaluations, if any;
    2. Any history of employee commendations, awards, etc.;
    3. Any history of employee disciplinary action;
    4. Attendance record, including tardiness and unexcused absences;

5. Safety record, including personal injury and damage to city property;
6. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
7. Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority in the classification may be laid off first;
8. Between two regular appointees in the same classification the employee with lesser skills, abilities, qualifications, merit and\or record ~~than~~ may be laid off first, without regard to seniority;
9. Memoranda of Understanding ("MOU") between the City and a~~e~~ffected bargaining units.

D. BUMPING

Formatted: Font: Not Bold

1. "Bumping" means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position~~, or a position in the same job family, within that employee's department~~.
2. Where two or more employees are laid off from the same position, the employee with the greatest seniority in that classification shall have the first opportunity to bump as set forth below.
3. A laid-off employee shall be entitled to bump an employee in the same position previously held by the laid off employee~~, or a position in the same job family (set forth in the applicable MOU), in accordance with the criteria specified in paragraph C of this Rule, in that employee's department~~. Alternatively, an employee may "bump" into a position in a different department which he/she held within the prior five (5) years. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job classification specification. A laid-off employee shall not bump an employee with greater skills, abilities, qualifications, merit and/or record. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications. Employees must utilize the option that places them in the highest available position.

~~3.~~4. A laid-off employee shall be entitled to bump an employee in a lower position directly managed by the laid-off employee. The laid-off employee must be able to perform the essential job functions of the lower position and possess the minimum qualifications of the position as specified by the job classification. Employees must utilize the option that places them in the highest position.

~~4.~~5. The City will notify laid-off employees of any positions available for bumping. ~~Bumping shall only be available in the laid-off employee's Department.~~ Following such notification, the employee must notify the Human Resources Director in writing of his/her intent to exercise the bumping rights within seven (7) calendar days, and the position and classification in to which he/she intends to bump. Failure to provide such notification will be deemed a waiver of bumping rights by the employee.

~~5.~~6. Where there is more than one employee in a position available for bumping, the factors in paragraph C of this ~~Rule, or the conditions set forth in an approved Memorandum of Understanding,~~ Section will be used to determine which employee, if any, will be bumped.

~~6.~~7. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.

~~7.~~8. Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified in paragraph C of this ~~Rule~~Section.

E. REINSTATEMENT FROM LAYOFF

1. The names of probationary and regular employees who have been laid off shall be placed on appropriate reemployment lists. Such names shall remain thereon for a period of one year unless such persons are sooner reemployed.
2. When a reemployment list is to be used to fill vacancies, the Human Resources Director shall certify from such lists the number of names equal to the number of vacancies. An employee who is reemployed shall receive credit for former service for purposes of seniority, benefit compensation, and salary advancement.
3. Employees who, following layoff from a position or layoff from City employment may be reinstated upon the recommendation of the Department Head and with the approval of the Human Resources Director, to the position from which they were laid off based on their qualifications, availability, and the needs of the organization pursuant to this paragraph.

~~Article 32.~~Article 34. MANAGEMENT RIGHTS

Management rights shall consist of the exclusive right to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficient of work; maintain the efficient of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work.

~~Article 33.~~Article 35. SAVINGS CLAUSE

If any provision of this MOU, or the application of any provision, should be rendered invalid by court or legislative action, the remaining portions of this Agreement shall remain in full force and effect.

~~Article 34.~~Article 36. ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during negotiations leading to this MOU, including salaries and benefits, and conditions of employment and therefore further agree that negotiations will not be reopened on any item during the life of this MOU except my mutual agreement or as provided elsewhere in this MOU.

~~Article 35.~~Article 37. SIGNATURES

CITY OF REDLANDS	REDLANDS ASSOCIATION OF MANAGEMENT EMPLOYEES - RAME

Formatted: Font: Not Bold

Formatted: Line spacing: Exactly 10 pt

Formatted: Line spacing: Exactly 9 pt

Formatted: Line spacing: Exactly 9 pt

Formatted: Line spacing: Exactly 10 pt

Formatted: Heading 1, Left

Formatted: Heading 1

EDDIE TEJEDA~~PAUL W. FOSTERT. BARICH~~, MAYOR	BRIAN FOOTE, PRESIDENT	DATE
	DONALD YOUNG, VICE PRESIDENT	DATE
ADOPTED, SIGNED AND APPROVED THIS ~~–~~6TH ~~____~~DAY OF ~~_____~~, JUNE. 2023~~17~~		

Formatted: Superscript

ATTEST:

_____
Jeanne Donaldson, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF REDLANDS

AND THE

REDLANDS ASSOCIATION OF MANAGEMENT EMPLOYEES

JULY 1, 2023 - JUNE 30, 2026

MEMORANDUM OF UNDERSTANDING

Between

The City of Redlands

And

Redlands Association of Management Employees

July 1, 2023 – June 30, 2026

TABLE OF CONTENTS

Article 1. Term of Memorandum of Understanding 4
Article 2. Preamble 4
Article 3. Recognition 4
Article 4. Salaries 4
Article 5. Retirement 4
Article 6. Education Incentive Pay 5
Article 7. Longevity Pay 5
Article 8. Uniform Allowance 6
Article 9. Tuition Reimbursement 6
Article 10. Bilingual Pay 6
Article 11. Death of Employee 6
Article 12. Health Insurance 7
Article 13. Dental Insurance 8
Article 14. Vision Care 8
Article 15. Life Insurance 8
Article 16. State Disability Insurance (SDI) 8
Article 17. Vacation 8
Article 18. Sick Leave 8
Article 19. Deferred Compensation 9
Article 20. 401 A Plan 9

Article 21. Vehicle Allowance..... 9
Article 22. Bereavement Leave 10
Article 23. Leave of Absence Without Pay..... 10
Article 24. Personal Leave..... 10
Article 25. Executive Leave 10
Article 26. Holidays 10
Article 27. Probation 11
Article 28. Review/Evaluation Date 11
Article 29. Performance Evaluations 11
Article 30. Disciplinary Procedure..... 11
Article 31. Grievance Procedure..... 16
Article 32. Demotion/Non-Disciplinary 20
Article 33. Layoff Procedure 20
Article 34. Management Rights..... 22
Article 35. Savings Clause 22
Article 36. Zipper Clause..... 22
Article 37. Signatures..... 22

Article 1. TERM OF MEMORANDUM OF UNDERSTANDING

Except where expressly stated otherwise herein, the City of Redlands ("City") and the Redlands Association of Management Employees ("Unit") agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

Article 2. PREAMBLE

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City and the Unit.

Article 3. RECOGNITION

A Unit employee shall be defined as an employee of the City and assigned to the Unit by the City Manager in accordance with City policies and procedures.

Article 4. SALARIES

A. All Unit employees shall receive the following salary increases:
   1. Effective the first full pay period after July 1, 2023, all Unit employees will receive a seven percent (7%) increase to base salary.
   2. Effective the first full pay period after July 1, 2024, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.
   3. Effective the first full pay period after July 1, 2025, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.

B. Compaction: A minimum salary differential of twenty percent (20%) shall be maintained between Management Unit classifications and Mid-Management Unit classifications. In the event there are increases to salaries in mid-management classifications that result in a differential less than twenty percent (20%) between mid-management unit classifications and the management Unit they report to, all management classifications shall be adjusted upward until the differential is maintained. The existing salary differentials within the management unit shall be maintained.

C. All Management Unit employees are responsible for the employee contribution to Social Security and Medicare.

Article 5. RETIREMENT

A. **Classic Members**

   1. All "classic" Unit employees shall personally fund 100% of the 7% of compensation earnable as and for the individual employee's normal employee PERS contribution. (The term "classic" member is defined in the Public Employee's Pension Reform Act of 2013 "PEPRA.")

      All "classic" employee normal contributions required to be paid by the employee, whether paid by the employer or the employee, shall be credited to the member's CalPERS account.

      Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

2. The City shall continue to include in this contract with CalPERS, the following provisions:

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA

B. **New Members**

1. The Public Employee's Pension Reform Act of 2013 – "PEPRA" (signed by the Governor on 09/07/12,) shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of this MOU, as described below.
2. Unit employees who are "new members" as defined in the PEPRA, shall individually pay an initial member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)
3. Unit employees who are "new members," as defined in the PEPRA, on and after January 1, 2013, shall be enrolled in the retirement plan of 2%@62 (Government Code section 7522.20(a), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

Article 6. EDUCATION INCENTIVE PAY

Unit employees will qualify for a three percent (3%) increase in base salary upon submitting satisfactory proof of a Master or Doctoral degree (i.e., official transcripts) where such degree is not required as part of the employee's minimum job qualifications. If a Master's degree is required as part of the employee's minimum job qualifications, the employee will only be eligible for education incentive pay upon submitting satisfactory proof of a Doctoral degree.

Article 7. LONGEVITY PAY

A. Employees with ten (10) years continuous service with the City, shall advance to Step "5" on the salary schedule which shall be a minimum of three percent (3%) higher than Step "4," effective with the beginning of the pay period closest to completion of their tenth (10th) year of service.
B. Employees with fifteen (15) years continuous service with the City, shall advance to Step "6" on the salary schedule which shall be a minimum of two percent (2%) higher than Step "5," effective with the beginning of the pay period closest to completion of their fifteenth (15th) year of service.
C. In the event that an employee is not at Step 4 when he/she is eligible for the Step 5, at the completion of ten (10) years of service, the employee will advance to the next step in the salary range, and continue to advance based on merit until the employee reaches Step 5.
D. In the event that an employee is not at Step 5 when he/she is eligible for the Step 6, at the completion of fifteen (15) years of service, the employee will advance to the next step in the salary range, and continue to advance based on merit until the employee reaches Step 6.

Article 8. UNIFORM ALLOWANCE

The Fire Marshal shall receive a uniform allowance of eleven hundred dollars ($1,100) per year, with $550 paid in January, and $550 paid in June.

Article 9. TUITION REIMBURSEMENT

A. Unit employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. An employee shall not receive reimbursement in excess of five thousand dollars ($5,000) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.
B. The course must be satisfactorily completed with a minimum grade of "C" or equivalent to qualify for reimbursement.

Article 10. BILINGUAL PAY

A. Eligible Unit employees will be compensated $100.00 per month for the performance of bilingual skills beginning the first pay period following certification by successful completion of a competency exam administered through the Human Resources Department or third party selected by the City.
B. Recommendation by the Department Head.
C. The determination of the number of employees designated to receive bi-lingual pay is at the sole discretion of the City.
D. Bilingual pay shall apply regardless of the frequency or total time required to perform translation duties.
E. In the event that a department head's bilingual employees are not available and a bilingual need occurs, that department head may request that another department head loan a bilingual employee to that department to handle the bilingual need for the duration of the assignment.
F. In the event that an employee which is approved for bilingual pay receives a change in assignment, classification, job duties or is transferred or promoted, a determination may be made by the employee's department head that bilingual skills are no longer required for use on the job and this benefit will be removed from the employee without right of appeal.
G. In the event that there are more bilingual employees in a department or location than are required by the City to provide this service, the City will determine a method whereby qualified employees can receive this compensation on a rotational basis.
H. The City reserves the right to determine the languages for which testing will be conducted.
I. The City reserves the right to determine where the use of employee bilingual skills would be best served.
J. The City may require employees to keep a log demonstrating that bilingual skills are being utilized.
K. An employee's continuation in the bilingual program is subject to periodic evaluation and retesting.
L. Only employees granted bilingual pay shall be required to speak the designated language.

Article 11. DEATH OF EMPLOYEE

A. The eligible dependents of deceased Unit employees shall be entitled to benefits as follows:
    1. Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.

2. In the event the deceased employee qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

Article 12. HEALTH INSURANCE

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal of the difference between the City's minimum PEMHCA contribution and the following amounts:

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION EFFECTIVE JULY 1, 2023	EFFECTIVE JANUARY 1, 2024	EFFECTIVE JANUARY 1, 2025
Employee Only:	$750	$775	$800
Employee Plus One Dependent:	$1,500	$1,550	$1,600
Employee plus Two or more Dependents:	$1,950	$2,025	$2,100

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post-employment health plan.

C. The City agrees to provide a stipend of $350, on a monthly basis, for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

D. Insurance Adjustment: In July of each year, the City shall pay each Unit employee a cash payment in the amount of one hundred and fifty dollars ($150) to offset the co-payments and deductibles for medical insurance plans.

E. Retiree Medical:

1. For all unit members who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.
2. Upon service retirement and completion of fifteen (15) or more cumulative years of service with the City, a Unit employee hired prior to March 11, 2010, who qualifies as an annuitant under PEMHCA, may elect to receive as City contribution to a retiree health savings account the difference between the PEMHCA minimum and the cost of fully paid lifetime medical and dental insurance (excludes vision coverage) for the employee and eligible dependents, under the City's medical and dental insurance programs, and may elect to convert accumulated sick leave to cash using the following formula, or have the option of converting 100% of accrued sick leave hours to service credit, or may use the following formula to convert accrued sick leave to cash and convert the remaining sick leave to service credit.

COMPLETED YEARS OF SERVICE	CONVERSION PERCENTAGE
10 - 15	25%
16 - 19	35%
20+	50%

Unit employees hired on or after March 11, 2010 are not eligible for the lifetime medical benefit.

3. Unit members with ten (10) years of continuous employment with the City who concurrently retire from the City and the CalPERS system and who qualify as an annuitant under PEMHCA may elect to receive the "Medical Bridge." Under the Medical Bridge, the City will contribute the difference between the PEMCHA minimum and the cost of single party coverage for the retired unit member only for the lowest cost medical and dental insurance plans as provided by the City to its then existing unit members until the member reaches the age of medicare eligibility at which time the benefit will cease and unit members will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge can select higher cost plans offered by the City to its then existing members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the unit member and not by the City.

Article 13. Dental Insurance

The City agrees to pay the full monthly premium for dental insurance under the City's dental plan or its equivalent for each Unit employee and all eligible dependents.

Article 14. Vision Care

The City agrees to reimburse each Unit employee up to three hundred dollars ($300) every fiscal year for the purchase of frames and lenses or contact lenses and the cost of eye examinations for the employee and/or his/her dependent.

Article 15. Life Insurance

The City shall contribute the monthly premium for term life insurance in the amount of twenty-five thousand dollars ($25,000) for all Unit employees. Employees may also purchase additional increments of life insurance at the City's group rate at their own expense.

Article 16. State Disability Insurance (SDI)

Unit employees shall be required to participate in State Disability Insurance at employees' expense.

Article 17. Vacation

A. The vacation accrual for Unit employees shall be as follows:

Years/Months of Service	Annual Accrual Rate – Hours
0 – 4 (0-59 months)	80
5 – 6 (60-83 months)	120
7 – 9 (84-119 months)	140
10–14 (120-179 months)	160
15+ (180 months+)	200

The maximum vacation accrual leave balance shall be 1000 hours. Unit employees shall convert all hours over 800 each year to a qualified 401(a) retirement plan to the maximum allowed by law. The conversion shall occur in January each year.

Article 18. Sick Leave

A. **ACCRUAL:** Unit employees shall receive eight (8) hours of sick leave per month.

B. **USE:** Employees may use up to half of their annual sick leave accrual, forty-eight (48) hours, to care for ill family members.

C. **BUY BACK:** In November of each calendar year, each Unit employee may elect to be paid at his/her current hourly rate for each sick leave day accumulated during the following calendar year in excess of six (6) sick leave days in November of the following year. A total of one (1) year's accumulation, ninety-six (96) hours, must be on the books prior to any compensation being paid. This election is irrevocable and may not be changed once the election is made. Employees in the unit may also choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.

D. **CONVERSION TO CASH:** Upon voluntary separation of service or layoff with the City, Unit employees with ten (10) years or more of continuous service shall be eligible to cash in unused sick leave at the following formula:

YEARS OF SERVICE	PERCENT
10 – 15	**25 %**
16 – 20	**35 %**
21+	**50 %**

E. **UPON RETIREMENT:** In lieu of the benefit D and upon retirement under the PERS retirement plan, Unit employees will have the option of: (1) converting one hundred percent (100%) of individual sick leave accruals to service credit; or, (2) Unit employees may elect to have all remaining sick leave accrued at the time of retirement converted to cash value at their final rate of pay, and deposited in the Post Employment Health Plan (PEHP) where it can be used for applicable premiums payable under the City's medical insurance program for the employee and the employee's eligible dependents. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.

Article 19. DEFERRED COMPENSATION

The City shall provide a 457 (b) deferred compensation plan to Unit employees. Unit employees may make voluntary contributions to the 457 (b) plan up to the maximum allowed by law. Participation by Unit employees is optional and all other costs shall be borne by plan participants.

Article 20. 401 A PLAN

The City shall pay the costs to administer a 401(a) Retirement Plan. In January of each year, the City of Redlands makes an annual contribution to deferred compensation on behalf of each Unit employee in the amount of $1,125 per year + 3% of salary. For new Unit employees and employees transferring into the Unit, the amount shall be prorated on a monthly basis for period of service within Unit.

Upon retirement, Unit employees shall deposit the cash value of vacation leave, incentive payouts, floating holidays, and executive leave to the program in the maximum amount allowable.

Article 21. VEHICLE ALLOWANCE

The City may assign a City-owned vehicle to a Unit employee for use on City business. If assigned, a City-owned vehicle may be used by employee for City business and for commuting to and from the employee's

residence within a forty (40) mile radius of the City of Redlands. The City shall incur all costs related to the provision of the vehicle, including maintenance and insurance. The employee shall be responsible for ensuring the City's vehicle is appropriately secured when parked at the employee's residence.

Article 22. Bereavement Leave

In the event of a death in the immediate family, an eligible Unit employees will be compensated with four (4) days paid leave. In addition, eligible employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse or registered domestic partner: spouse, registered domestic partner, child (including foster child or ward of the court), parent, grandparent, brother, sister, niece, nephew, step-children, and grandchildren. The definition of immediate family will also include the aunt and uncle of the employee only. Bereavement leave may also be used for the significant other of the employee provided the employee shows proof of cohabitation.

Article 23. Leave of Absence Without Pay

If a Unit employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth (6th) day of leave without pay and any day of leave without pay thereafter during the calendar year; sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay status.

Article 24. Personal Leave

Unit employees may use up to a maximum of eight (8) hours of accrued sick leave per year for personal leave, subject to advanced approval by his/her supervisor.

Article 25. Executive Leave

Unit employees shall receive one hundred twenty (120) hours of Executive Leave annually. Executive leave shall be used within the calendar year or it will be removed from the books as of December 31st of each year.

Article 26. Holidays

A. The holidays which will be honored for Unit employees will include the following, along with any additional day as designated by action of the City Council:

Holiday	Day Observed
New Year's Day	*January 1*
Martin Luther King Day	*Third Monday in January*
President's Day	*Third Monday in February*
Cesar Chavez	*March 31*
Memorial Day	*Last Monday in May*
Juneteenth	*June 19*
Independence Day	*July 4*
Labor Day	*First Monday in September*
Columbus Day	*Second Monday in October*
Veteran's Day	*November 11*
Thanksgiving Day	*Fourth Thursday in November*

Friday after Thanksgiving Day	*Friday after Thanksgiving Day*
Christmas Eve	*December 24*
Christmas Day	*December 25*

B. If the holiday falls on Saturday, Friday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday. If a scheduled holiday falls on an employee's regular day off, the employee shall bank the holiday at their regularly scheduled hours to be used at a later date. Employees should not be scheduled to work both the designated holiday and the actual holiday.
C. Holiday pay shall be compensated in accordance with the employee's standard work schedule.
D. Unit employees are entitled to receive twenty hours of floating holidays annually. Floating holidays accrued but not taken are paid off during January of the year following the year in which the holidays were accrued.
E. The A.K. Smiley Public Library will be closed on the Saturday following Thanksgiving Day.

Article 27. PROBATION

A. Unit employees hired on or after March 11, 2010 shall serve a probationary period of twelve (12) months.
B. Unit employees who are promoted shall serve a probationary period of six (6) months.
C. Probationary periods may be extended as set forth in the City's Personnel Rules and Regulations.

Article 28. REVIEW/EVALUATION DATE

For all Unit employees the "review/evaluation date" shall be the day of the month in which the employee completes twelve (12) months of employment. When an employee receives a promotion, the new review/evaluation date shall be the day of the month in which the employee completes six (6) months of employment in the new classification. When a salary increase is granted, it shall be effective on the beginning of the pay period falling closest to the day of the month the employee was hired or promoted.

Article 29. PERFORMANCE EVALUATIONS

In cases where a performance evaluation has not been received by a Unit employee within 30 days of the eligibility date, the employee should contact the supervisor, who must complete and file the evaluation within ten (10) working days.

Article 30. DISCIPLINARY PROCEDURE

A. The Investigatory Interview Process

Prior to any investigatory interview or consultation between an employee and the Department Head or City Manager, that could reasonably be construed to result in disciplinary action against the employee, the employee shall be given notice of the interview or consultation as soon as reasonably practical, and shall be advised of his or her right to representation under this section; and upon request shall be afforded an opportunity to contact and consult privately with a representative of the Unit. If requested, the employee may have Unit representative present during any such investigatory interview or consultation, and, to the extent practicable, such interviews or consultations shall be conducted during an employee's working hours. Only those persons reasonably necessary to the conduct of the interview shall be present.

The employee or the City may elect to record any such investigatory interview or consultation, unless the parties mutually agree not to record such interview or consultation; however, in the event the City elects to record such an interview or consultation, it shall upon request provide the employee with a copy of said recording. The cost of providing a copy of the recording to the employee shall be borne by the employee.

B. Disciplinary Procedures

No employee who has successfully completed probation, shall be disciplined without cause. Disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions (non-probationary), reduction in pay and discharge. Oral and written reprimands may be initiated at the supervisor/Division Manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level.

1. Notice of Proposed Action

Whenever an employee is to be discharged, suspended (for more than five (5) working days) demoted (non-probationary), or reduced in step, for disciplinary purposes, written notice of at least five (5)[1] days of the proposed disciplinary action shall be given before such action is to be taken and must include:

a. Notice of proposed action;
b. Reasons for proposed action;
c. A copy of charges stating specific incidents or specific courses of conduct, e.g. as evidenced by work performance evaluations, and a copy of the written materials upon which the decision to take proposed disciplinary action is based; and
d. A notice to the employee of the right to respond in writing or orally within the five (5) day period.

In the case of a suspension of five (5) working days or less, the foregoing procedures shall be afforded the employee either before or during the suspension, or within a reasonable time thereafter.

2. Limitations and Exceptions

a. Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.
b. Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.
c. Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. The appointing authority may schedule an employee for vacation or holiday leave as the circumstances may warrant. Extraordinary circumstances include but are not limited to situations involving misappropriation of public funds or property; working while under the influence of alcohol or intoxicating drugs; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of City business through willful misconduct (altercations, etc.).

[1] Unless specifically noted to be "working days," any reference to days is calendar days.

d. Oral notice is insufficient as full notice for proposed disciplinary action. In extraordinary circumstances when immediate suspension, demotion, removal, or reduction in step is warranted, initial notice may be given orally. The employee should be told when the initial action is taken what the reasons for the actions are and, in addition, the employee will have an opportunity to respond in writing and/or orally to those charges. The written charges in the case of an immediate disciplinary action must be prepared as soon as possible and normally within a day or two (2) of the initial oral notice.

3. Employee's Response to Proposed Discipline

a. An employee receiving a Notice of Proposed action shall have the right to respond to the Department Head. An employee's opportunity to respond to the Department Head is not intended to be an adversary hearing. An employee has the right to have a representative of his/her own choosing at the meeting. The employee shall not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline. However, the limited nature of this response does not obviate the Department Head's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the Department Head's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.

b. The Department Head will evaluate the proposed discipline in light of the employee's response, if any. Within ten (10) days of the employee's response, or deadline for response, a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

4. City Manager Level Appeal

a. Any permanent employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal process shall not be applicable to verbal and written reprimands, probationary demotions, performance evaluations and denial of performance increases. An employee desiring to appeal the Department Head's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.

b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Head shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal meeting shall be scheduled.

c. The meeting with the City Manager shall be conducted in the same manner as the Response to Proposed Discipline set forth in paragraph 2(C) above.

d. The City Manager will evaluate the discipline in light of the employee's response, if any. Within ten (10) days of the employee's response a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

5. Advisory Arbitration

a. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.

b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

   i. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.

   ii. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.

   iii. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.

   iv. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

   v. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

   vi. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter

will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

vii. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
   1. The party imposing discipline shall be permitted to make an opening statement;
   2. The appealing party shall then be permitted to make an opening statement;
   3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
   4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
   5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
   6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

i. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

ii. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the City Manager.

iii. The hearing officer's opinion and recommendation shall be filed with the City Council, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

iv. Within sixty (60) days of the receipt of the hearing officer's findings, recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either

side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Council.

v. Each party shall equally bear the cost and fees of the hearing officer, the cost of facilities, the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in a hearing officer fee.

vi. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Council, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Council, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

vii. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

Article 31. GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding, provisions of the Personnel Rules and Regulations, and/or written City Policy. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Appeal Procedure set forth in Article 27.

B. Procedure

1. Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) days[2] after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant' s immediate supervisor. A supervisor shall render a verbal decision within seven (7) days of the conclusion of the informal conference.
2. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) days from the date of receiving the answer from his/her supervisor, file a written

[2] Days refer to calendar days.

grievance and request a meeting with the Division Manager, if one exists, in order to discuss the grievance. The written grievance shall contain the following information:

a. Name of grievant and job title;
b. Department/Section;
c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
d. The specific provision(s) of the M.O.U., City Policy or Personnel rules alleged to have been violated;
e. Requested remedy;
f. Name of the grievant's Labor Representative, if any; and
g. Date and signature of the grievant or Labor Representative.

3. The Division Manager shall render a decision and comments in writing and return them to the grievant within ten (10) days after receiving the written grievance.
4. If the Division Manager and employee cannot reach a solution to the grievance (or if a Division Manager does not exist), the employee may, within seven (7) days from the date of receiving the answer from the Division Manager, request, in writing, a meeting with the Department Head.
5. The Department Head shall render his/her decision in writing within fifteen (15) days of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) days from the date of the decision by the Department Head, submit a written appeal to the Human Resources Director.
6. The City Manager shall review the grievance and respond to the employee within twenty (20) days of receiving the appeal. The response shall be in writing.
7. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the Human Resources Director and received in the Human Resources office so that same is date stamped by the Human Resources office within the ten (10) day period.
8. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the grievance shall be considered conclusive as set forth in the City Manager's decision and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Director, an appeal hearing shall be established as follows:
    a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
    b. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the Human Resources Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
    c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the grievant, open the hearing to the public.
    d. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing.

After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the grievant does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
   i. The grievant shall be permitted to make an opening statement;
   ii. The City shall then be permitted to make an opening statement;
   iii. The grievant shall produce the evidence on his/her part; the grievant bears the burden of proof and burden of producing evidence;
   iv. The City may then open its defense and offer its evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
   v. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
   vi. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.

i. The hearing officer may recommend sustaining or rejecting any or all of the grievance.
j. The hearing officer's opinion and recommendation shall be filed with the Human Resources Director, with a copy sent to the grievant, and shall set forth his/her findings and recommendations.
k. Within sixty (60) days of the receipt of the hearing officer's findings recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the grievant's personnel file.
l. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.
m. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

9. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.
10. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
11. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the grievance. However, no employee shall absent himself/herself without first being excused by his/her supervisor.
12. No employee shall be required to be represented by an employee organization in processing a grievance.
13. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
14. The settlement terms of a grievance which is processed by an employee individually or by a recognized employee organization shall not conflict with the express provisions of a

Memorandum of Understanding between the City and the formally recognized employee organization for such unit.

15. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.
16. A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) days after authorized representatives of the employee organization knew, or by reasonable diligence should have known, of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

Article 32. DEMOTION/NON-DISCIPLINARY

Unit employees who are demoted due to layoff or other non-disciplinary reasons will be required to serve a new probationary period in the lower classification, provided they have not held regular status in the lower classification previously. While serving this new probationary period, the employee will retain due process rights and cannot be disciplined or terminated from City service without due process.

Article 33. LAYOFF PROCEDURE

A. Should the City Manager determine reductions in force to be necessary due to lack of work or for financial reasons, he/she may initiate Layoffs. Classifications to be affected and the number of employees included will be determined by the City.
B. In determining the order of Layoffs, a combination of factors shall be considered, including but not limited to: qualifications, productivity, general performance, seniority with the City of Redlands, seniority in job classification, and needs of the City. Variations from the order of Layoffs and recall from Layoff may occur when the City deems such variations appropriate under the circumstances.
C. The factors the City, in its discretion, may use to determine include but are not limited to the following:
    1. An employee's last four performance evaluations, if any;
    2. Any history of employee commendations, awards, etc.;
    3. Any history of employee disciplinary action;
    4. Attendance record, including tardiness and unexcused absences;
    5. Safety record, including personal injury and damage to city property;
    6. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
    7. Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority in the classification may be laid off first;
    8. Between two regular appointees in the same classification the employee with lesser skills, abilities, qualifications, merit and\or record may be laid off first, without regard to seniority;
    9. Memoranda of Understanding ("MOU") between the City and affected bargaining units.

D. BUMPING

1. “Bumping” means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position.
2. Where two or more employees are laid off from the same position, the employee with the greatest seniority in that classification shall have the first opportunity to bump as set forth below.
3. A laid-off employee shall be entitled to bump an employee in the same position previously held by the laid off employee. Alternatively, an employee may "bump" into a position in a different department which he/she held within the prior five (5) years. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job classification specification. A laid-off employee shall not bump an employee with greater skills, abilities, qualifications, merit and/or record. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications. Employees must utilize the option that places them in the highest available position.
4. A laid-off employee shall be entitled to bump an employee in a lower position directly managed by the laid-off employee. The laid-off employee must be able to perform the essential job functions of the lower position and possess the minimum qualifications of the position as specified by the job classification. Employees must utilize the option that places them in the highest position.
5. The City will notify laid-off employees of any positions available for bumping. Following such notification, the employee must notify the Human Resources Director in writing of his/her intent to exercise the bumping rights within seven (7) calendar days, and the position and classification in to which he/she intends to bump. Failure to provide such notification will be deemed a waiver of bumping rights by the employee.
6. Where there is more than one employee in a position available for bumping, the factors in paragraph C of this Section will be used to determine which employee, if any, will be bumped.
7. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.
8. Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified in paragraph C of this Section.

E. REINSTATEMENT FROM LAYOFF

1. The names of probationary and regular employees who have been laid off shall be placed on appropriate reemployment lists. Such names shall remain thereon for a period of one year unless such persons are sooner reemployed.
2. When a reemployment list is to be used to fill vacancies, the Human Resources Director shall certify from such lists the number of names equal to the number of vacancies. An employee who is reemployed shall receive credit for former service for purposes of seniority, benefit compensation, and salary advancement.
3. Employees who, following layoff from a position or layoff from City employment may be reinstated upon the recommendation of the Department Head and with the approval of the Human Resources Director, to the position from which they were laid off based on their qualifications, availability, and the needs of the organization pursuant to this paragraph.

Article 34. MANAGEMENT RIGHTS

Management rights shall consist of the exclusive right to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficient of work; maintain the efficient of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work.

Article 35. SAVINGS CLAUSE

If any provision of this MOU, or the application of any provision, should be rendered invalid by court or legislative action, the remaining portions of this Agreement shall remain in full force and effect.

Article 36. ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during negotiations leading to this MOU, including salaries and benefits, and conditions of employment and therefore further agree that negotiations will not be reopened on any item during the life of this MOU except my mutual agreement or as provided elsewhere in this MOU.

Article 37. SIGNATURES

CITY OF REDLANDS	REDLANDS ASSOCIATION OF MANAGEMENT EMPLOYEES - RAME	
EDDIE TEJEDA , MAYOR	BRIAN FOOTE, PRESIDENT	DATE
	DONALD YOUNG, VICE PRESIDENT	DATE
ADOPTED, SIGNED AND APPROVED THIS 6TH DAY OF JUNE. 2023		

ATTEST:

_____

Jeanne Donaldson, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF REDLANDS

AND

Redlands Association of Safety Management Employees

JULY 1, ~~2018~~ 2023 – JUNE 30, 2026~~23~~

12028394.1 RE035-039

MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Redlands

AND

Redlands Association of Safety Management Employees

July 1, ~~2018~~ 2023 – June 30, 202~~623~~

Table of Contents

Article 1: Term Of Agreement ..... 4~~33~~
Article 2: Preamble ..... 4~~33~~
Article 3: Recognition ..... 4~~33~~
Article 4: Salaries ..... 4~~33~~
Article 5: Retirement ..... 4~~33~~
Article 6: Medical Insurance ..... 5~~44~~
Article 7: Retiree Insurance Benefits ..... 6~~44~~
Article 8: State Disability Insurance ..... 7~~55~~
~~Article 9: Vision Care~~ 7~~56~~ Article 9:
Vision Care 5
~~Article 10: Dental Insurance~~ 7~~56~~ Article 10:
Dental Insurance 5
~~Article 11: Life Insurance~~ 7~~56~~ Article 11:
Life Insurance ..... 6~~5~~
~~Article 12: Deferred Compensation~~ 7~~56~~ Article 12:
Deferred Compensation ..... 6~~5~~
~~Article 13: Post Certification Pay~~ 8~~56~~ Article 13:
Post Certification Pay ..... 6~~5~~
Article 14: Reimbursement of Educational Expenses ..... 8~~66~~
~~Article 15: Uniform Allowance~~ 8~~67~~ Article 15:
Uniform Allowance 6
~~Article 16: Longevity Pay~~ 8~~67~~ Article 16:
Longevity Pay 6
~~Article 17: Mobile Device Pay~~ 8~~67~~ Article 17:
Mobile Device Pay 6
~~Article 18: Legal Defense Insurance~~ 8~~67~~ Article 18:
Legal Defense Insurance 6
~~Article 19: Holidays~~ 8~~67~~ Article 19:
Holidays 6
~~Article 20: Sick Leave~~ 9~~78~~ Article 20:
Sick Leave 7
~~Article 21: Vacation~~ 10~~78~~ Article 21:
Vacation 7
Article 22: Accrued Vacation Time Sell Back ..... 10~~88~~
Article 23: Bereavement Leave ..... 10~~88~~
~~Article 24: Personal Leave~~ 10~~89~~ Article 24:
Personal Leave 8

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

~~Article 25: Executive Leave~~ 10~~89~~ Article 25: Executive Leave 8
~~Article 26: Compensatory Time Off And Overtime~~ 10~~89~~ Article 26: Compensatory Time Off And Overtime 8
~~Article 27: Workweek~~ 11~~89~~ Article 27: Workweek 8
~~Article 28: Police Vehicle Usage~~ 11~~89~~ Article 28: Police Vehicle Usage ..... 9~~8~~
~~Article 29: No Strike Provisions~~ 11~~89~~ Article 29: No Strike Provisions ..... 9~~8~~
~~Article 30: Prevailing Benefits~~ 11~~89~~ Article 30: Prevailing Benefits ..... 9~~8~~
Article 31: Savings Clause ..... 11~~99~~
~~Article 32: Death Of Employee~~ 11~~910~~ Article 32: Death Of Employee 9
~~Article 33: Zipper Clause~~ ..... 12~~910~~ Article 33: Zipper Clause 9
~~Article 34: Signatures~~ 13~~910~~ Article 34: Signatures 9

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Formatted: Default Paragraph Font, Check spelling and grammar

Article 1: TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City of Redlands ("City") and the Redlands Association of Safety Management Employees ("Association") agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, ~~2018~~ 2023 and shall expire on June 30, 2026~~23~~.

Article 2: PREAMBLE

It is the intent and purpose of this MOU to set forth the understanding of the City and the Association ~~-~~reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City and the Association.

Article 3: RECOGNITION

The Association is the recognized employee organization for the personnel employed in the Police Department and occupying the classifications of Deputy Police Chief and Police Commander~~ Police Lieutenant and Police Commander~~.

Article 4: SALARIES

All Association employees shall receive the following salary increases:

A. Effective the first pay period following July 1, 2023~~18~~, all Association employees will receive a ~~three~~ seven percent (7~~3~~%) increase to base salary.
B. Effective the first pay period following July 1, 2024~~19~~, all Association employees will receive a ~~three~~ two percent (2~~3~~%) increase to base salary over the prior year.
C. Effective the first pay period following July 1, 2025~~0~~, all Association employees will receive a ~~three~~ two percent (2~~3~~%) increase to base salary over the prior year.

~~Association employees shall not receive any increase to base salary or other compensation during the term of this MOU, other than those increases and compensation expressly set forth in this MOU. All Association employees are responsible for the employee contribution to Social Security and Medicare.~~

Formatted: Line spacing: Exactly 9 pt

The City shall maintain the following salary differentials at all times during the term of this MOU:

Between bottom step Sergeant and bottom step ~~Lieutenant~~Commander	30%
Between bottom step ~~Lieutenant~~ Commander and bottom step Deputy Chief~~Commander~~	10%

Article 5: RETIREMENT

1. Only as to unit members hired by the City in any role prior to January 1, 2013, the City shall individually provide the following provisions in its contract with the PERS retirement system:
   3% @ 50 Retirement Formula
   Survivor Continuance
   Highest Single Year

2. The Public Employees' Pension Reform Act (PEPRA) and application to PEPRA defined "New Members".

   Unit members who are "new members" as defined by the PEPRA and/or California Government Code section 7522.04(f), shall be required to pay a PERS member contribution in an amount equal to 50% of the normal cost rate for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater, pursuant to Government Code section 7522.30.

   Those new members shall be enrolled in the 2.7% at 57 benefit plan, as provided for in Government Code

section 7522.25(f), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than compensation earnable (Section 20636).

~~2.~~3. To the extent permitted by law, retirement contributions herein made by the employees shall be made on a pre-tax basis. The City shall report to CalPERS as compensation only the percent, if any, of the member contribution funded by the City.

Article 6: MEDICAL INSURANCE

~~Health Insurance:~~

~~1. Only for unit members hired by the City prior to the adoption of this MOU, the monthly health insurance rates described below in effect on January 1, 2013 are the "flat dollar" City contribution amount that shall be made regardless of unit members being enrolled in Health Net or other plans. The City shall fund employee and eligible dependent medical insurance in an amount not less than the January 1, 2013 PERS Choice health insurance rates (the highest of either the Los Angeles are or Other Southern California areas as those terms are defined by CalPERS.)~~

~~2013 PERS Choice Rates~~

~~COVERAGE LEVEL~~	~~PERS CHOICE LOS ANGELES~~	~~PERS CHOICE OTHER SOUTHERN~~
~~EE Only~~	~~$587.46~~	~~$611.30~~
~~EE + 1 Dependent~~	~~$1174.92~~	~~$1222.60~~
~~EE + Family~~	~~$1527.40~~	~~$1589.38~~

~~2. Only for Unit members hired by the City prior to the adoption of this MOU, effective July 1, 2018, and each January 1 thereafter, the City's funding of employee and eligible dependent health insurance, regardless of unit members being enrolled in Health Net or other plans, shall be increased in an amount equal to 50% of the dollar amount of the increase, if any, in PERS Choice health insurance rates (up to the higher of the Los Angeles or Other Southern California areas). The initial January 1, 2015 increase, if any, shall represent the differential between the 2014 and 2015 rates.~~

~~3. Only as to unit members hired on and after the adoption of this MOU, the City shall contribute $900 towards the health premium for the employee and eligible dependents.~~

~~4. The City agrees to provide a stipend of $350.00 on a monthly basis for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.~~

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, 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 amounts:

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION EFFECTIVE JULY 1, 2023	EFFECTIVE JANUARY 1, 2024	EFFECTIVE JANUARY 1, 2025
Employee Only:	$750	$775	$800
Employee Plus One Dependent:	$1,~~3~~500	$1,55~~40~~0	$1,60~~,45~~0
Employee plus Two or more Dependents:	$1,9~~7~~50	$2,0~~1,8~~25	$2,1~~1,9~~00

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post employment health plan.

C. The City agrees to provide a stipend of $350.00 on a monthly basis for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

Article 7: RETIREE INSURANCE BENEFITS

A. ~~A.~~ **For all unit members** who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397) per month pursuant to Resolution No. 4572, adopted by the city council on September 5, 1989.

Formatted: Justified, Indent: Left: 0", Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

B. ~~B.~~ **For existing RASME members hired by the City prior to June 2, 2015, ~~as of the adoption of the 2018-2023 MOU~~** who have served a minimum of 15 years of service with the City of Redlands and who qualify as annuitants under PEMHCA, upon separation other than for service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of "~~shall be entitled to~~ Lifetime medical" for the employee, spouse and eligible dependents. Lifetime medical means equivalent health, dental, and vision insurance as provided by the City to its existing members through the CalPERS or similar group medical plan up to the cost of similar CalPERS plans. Employees who promote into the RASME unit shall maintain any lifetime medical benefit such employee has previously accrued with the City and/or eligibility to earn lifetime medical if they had that right under their previous memorandum of understanding.

Formatted: Justified, Indent: Left: 0", Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

For existing RASME members, hired by the City prior to June 2, 2015, ~~as of the adoption of the 2018-2023 MOU~~ who have served a minimum of 15 years of service with the City of Redlands and who qualify as annuitants under PEMHCA, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of ~~shall be provided~~ lifetime medical, dental and vision insurance for the employee, spouse, and eligible dependents under the association's current medical insurance program existing at the time of retirement. This health insurance shall be at no cost to the retired employee and shall cover the employee, spouse, and eligible dependents. Employees who promote into the RASME unit shall maintain any lifetime medical benefit such employee has previously accrued with the City and/or eligibility to earn lifetime medical if they had that right under their previous memorandum of understanding.

Formatted: Line spacing: Exactly 10 pt

Formatted: Indent: Left: 0.25"

In addition, for existing Association employees as of the adoption of the 2018-2023 MOU (December 5, 2017), or employees who promote into the RASME unit with eligibility for lifetime medical, who have served a minimum of 15 years of service with the City of Redlands, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement may elect to:

Formatted: Line spacing: Exactly 10 pt

Formatted: Indent: Left: 0.25"

a. Convert all remaining sick leave accrued at the time of retirement to cash value at the current rate of pay and apply said cash value to applicable premiums payable under the City's medical insurance program for the employee, spouses, and eligible dependents until the cash value is exhausted. This cash value is subject to all applicable taxes;
b. Calculate the value of all accrued sick leave at the current hourly rate of pay and convert it into a cash payment;
c. Convert all remaining sick leave accrued at the time of retirement to PERS service credit; or
d. A combination of options b and c.

~~**For non-RASME members as of the adoption of the 2018-2023 MOU who have served a minimum of 15 years of service with the City of Redlands** and subsequently promote into RASME, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement shall be provided lifetime medical, dental and vision insurance for the employee, spouse, and eligible dependents under the association's current medical insurance program existing at the time of retirement. This health insurance shall be at no cost to the retired employee and shall cover the employee, spouse, and eligible dependents.~~

~~**In the alternative** to receiving the above retiree insurance benefits, at the sole discretion of the employee, for non-RASME members as of the adoption of the 2018-2023 MOU who have served a minimum of 15 years of service with the City of Redlands, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement may elect to:~~

~~a. Convert all remaining sick leave accrued at the time of retirement to cash value at the current rate of pay and apply said cash value to applicable premiums payable under the City's medical insurance program for the employee, spouses, and eligible dependents until the cash value is exhausted. This cash value is subject to all applicable taxes;~~

~~b. Calculate the value of all accrued sick leave at the current hourly rate of pay and convert it into a cash payment;~~

~~c. Convert all remaining sick leave accrued at the time of retirement to PERS service credit.~~

C.~~C.~~ **Employees hired on or after adoption of the 2018-2023 MOU (December 5, 2017) shall not be eligible for ~~lifetime retiree insurance benefits or~~ conversion of accrued sick leave to cash value.**

A. Unit members who~~m~~ do not qualify for life-time medical and retire with fifteen (15) years of service and who qualify as an annuitant under PEMHCA shall be entitled to a "medical bridge" program for themselves upon retirement from the City until they become Medicare-eligible. Under the "Medical Bridge" the City will contribute the difference between the PEMHCA minimum and the cost of ~~is defined as~~ employee-only coverage ~~and unit members who are eligible for bridge insurance will be entitled to~~for the least expensive equivalent health and dental insurance plan as provided by the City to its existing unit members through the CalPERS medical plan until the employee reaches the age of Medicare eligibility at which time the benefit will cease and employees will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge program can select coverage for dependents, however, the additional cost must be paid for by the respective unit member and will not be paid for by the City.

Formatted: Indent: Left: 0", Hanging: 0.25"

Formatted: Line spacing: Exactly 10 pt

Formatted: Line spacing: single

Formatted: Indent: Left: 0", Hanging: 0.25", Line spacing: single

Formatted: Line spacing: Exactly 10 pt

Article 8: STATE DISABILITY INSURANCE

Participation in the State Disability Insurance (SDI) program shall be optional and all costs, funding, and premiums associated with participation in SDI shall be paid entirely by the participating Association employees.

Article 9: VISION CARE

The City agrees to contribute the entire monthly premium for Association employees~~-~~ and their eligible dependents for a vision insurance plan with ~~Medical Eye Services~~VSP Vision Plan, or its equivalent.

Article 10: DENTAL INSURANCE

The City shall pay the full monthly premium for dental insurance under the Principal Financial dental plan, or its equivalent, for Association employees and all eligible dependents. Association employees may select from dental plans that are offered to members of the RPOA.

Article 11: LIFE INSURANCE

The City provides Association employees with $25,000 of life insurance. Employees may also purchase additional increments of life insurance at the City's group rate.

Article 12: DEFERRED COMPENSATION

The City shall make available to Association employees a qualified 457(b) plan and 401(a) plan. All plans will be structured in accordance with the latest IRS rulings. Each April, the City shall make an annual contribution to the 401(a) deferred compensation on behalf of each Association employee in the amount of $1125 per year + 3~~2~~% of gross annual salary.

Article 13: POST CERTIFICATION PAY

Association employees shall receive POST certificate pay in the amount of 12~~7~~.5% of base salary for an Advanced POST certificate. Additionally, Association employees shall also receive POST Supervisory or Management certificate pay in the amount of 10% of base salary. The maximum amount any Association employee shall receive in certificate pay shall be 2~~1~~2~~7~~.5% of base salary.

Article 14: REIMBURSEMENT OF EDUCATIONAL EXPENSES

~~Each Association employee enrolled in a degree program on or before the City Council's adoption of this MOU, shall be entitled to tuition reimbursement for courses, books, and other learning aid while attending an accredited school of higher learning. The course(s) must be career related, must be necessary for obtaining a degree, must be pre-approved by the unit employee's department head and the unit employee must earn a passing grade to receive reimbursement.~~

~~Those Association employees enrolled in a degree program on or before the City Council's adoption of this MOU shall receive 100% reimbursement for the actual cost of degree program related fees, including tuition and books, in an amount charged by the University of California, Riverside, for the same or similar courses.~~

Association employees ~~not~~ enrolled in a degree program ~~on or before the City Council's adoption of this MOU,~~ shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. However, any such employee shall not receive reimbursement in excess of ~~Two~~ Five Thousand dollars ($5~~2~~,000) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.

Upon the approval of the department head, an Association employee may use up to two hundred fifty dollars ($250.00) per year of their available $5~~2~~,000 per fiscal year tuition reimbursement for attendance at a seminar or conference for the purpose of professional development.

~~Association employees hired on or after adoption of the 2014-2017 MOU shall not be eligible to receive the benefits described herein this Article 14.~~

Article 15: UNIFORM ALLOWANCE

Association employees shall receive a uniform allowance in the amount of $~~1700~~ 3,200 per year. The uniforms allowance shall be paid as follows: fifty percent (50%) paid the first week in January of each year and fifty percent (50%) paid the first week in July of each year.

Article 16: LONGEVITY PAY

Association employees with twenty (20) years of continuous service with the City of Redlands shall advance to Step "5~~F~~" on the current salary schedule.

In the event that an Association employee is not at Step "4~~E~~" ~~step~~ when he/she is eligible for ~~the F step~~Step 5, at the completion of twenty (20) years of service, the employee shall advance to the next step in their salary range, and continue to advance based on merit until the employee reaches Step 5 ~~"F" step~~.

Article 17: MOBILE DEVICE PAY

Association employees shall receive Mobile Device Pay in the amount of $100 per month in addition to their regular base pay. All employees receiving this incentive are required to carry a mobile device at all times.

Article 18: LEGAL DEFENSE INSURANCE

The City shall pay the premium for CPOA legal defense insurance for Association employees.

Article 19: HOLIDAYS

A. The City of Redlands currently observes the following holidays, established by Resolution:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez	March 31st
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

B. Association employees ~~may opt to~~shall "bank" ~~these~~ holiday hours~~s~~ at the rate of ten (10) hours for each holiday and be paid for them in January of the following year.

C. Association employees that work on a recognized holiday shall receive half time premium for all hours worked.

D. In addition to the recognized holidays listed above, Association employees shall receive two (2) floating holidays per year. Floating holidays accrued but not taken shall be paid in January of the following year in which they were accrued.

E. Holidays shall be paid at a rate of pay applicable to the shift to which the Association employee is regularly assigned and shall be include supplemental pay (POST Certification pay) which may apply to the specific Association employee. The City will report to CalPERS the Holiday Cash Out amounts. This amount is derived from an employee's left over Holiday Cash Out amount and paid at regular rate, which includes base pay rate and POST Certification pay. The City will report the Holiday Cash Out on an annual basis to CalPERS in January of each year.

Article 20: SICK LEAVE

ACCRUAL

Association members shall receive eight (8) hours of sick leave per month.

SICK LEAVE BUY-BACK PROGRAM

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

YEARS OF SERVICE	MAXIMUM BUY-BACK HOURS PER YEAR
2-6	48
7	56
8	64
9	72
10	80
11	88
12	96

Article 21: VACATION

A. Vacation shall accrue for Association employees based on the following schedule:

YEARS/MONTHS OF SERVICE	HOURS
1 - 5 (0-71 months)	80
6 - 7 (72–95 months)	120
8 – 9 (96-119 months)	128
10 – 11 (120-143 mos)	136
12 – 13 (144-167 mos)	144
14 – 15 (168-191 mos)	152
16 – 20 (192-251 mos)	160
21 (252-263 months)	168
22 (264-275 months)	176
23 (276-287 months)	184
24 (288-299 months)	192
25 (300 months+)	200

Article 22: ACCRUED VACATION TIME SELL BACK

Association employees with a minimum of three hundred (300) hours of accumulated vacation time shall sell back vacation time in excess of the 300 hours accumulation and deposit into a qualified 401(a) plan. The conversion and deposit of available vacation time shall occur during the third week of September each year. Employees shall contribute up to 100% of accrued vacation time in excess of the 300 hours accumulation up to the IRS maximum allowed.

Article 23: BEREAVEMENT LEAVE

In the event of the death in the immediate family, Association employees shall be compensated with four (4) days paid leave. In addition, eligible employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse/registered domestic partner: spouse, child, parent, grandparent, grandchild, brother and sister.

Article 24: PERSONAL LEAVE

Association employees may use up to a maximum of eight (8) hours of accrued sick leave per year for personal leave, subject to advance approval by his/her supervisor.

Article 25: EXECUTIVE LEAVE

Association employees shall receive one hundred twenty (120) hours of executive leave annually. Employees will be paid for up to twenty (20) hours of unused executive leave that is on the ~~may sell back up to 20 hours of unused executive leave that is on the~~ books as of December 31st of each year. Any leave above 20 hours remaining on the books will be removed and not carried over to the next year.

Article 26: COMPENSATORY TIME OFF AND OVERTIME

A. Association members are exempt from the requirements of the FLSA and therefore ineligible to accrue compensatory time off or earn overtime pay at 1 ½ times their hourly rate.
B. Members are ineligible to receive overtime compensation and may therefore receive the equivalent of overtime pay at time and one half of salary ONLY if the hours are reimbursed by a third party, such as reimbursement mutual aid calls or billable contracts.

Article 27: WORKWEEK

Association employees shall have a standard workweek consisting of four ten-hour days followed by three consecutive days off unless an alternate schedule is agreed upon by the employee(s) and department head.

Article 28: POLICE VEHICLE USAGE

Upon authorization by the Police Chief, Association employees may utilize department vehicles for personal use.

Article 29: NO STRIKE PROVISIONS

The Association agrees that it shall not authorize, instigate, aid, condone, or engage in any strike which will interrupt or interfere with the operation of the City. The City places the Association on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

Article 30: PREVAILING BENEFITS

All terms and conditions of employment set forth in this MOU and all past practices recognized under prevailing law will remain in full force and effect for the term of this MOU unless modified by mutual agreement of the parties. All other matters affecting terms and conditions of employment shall be subject to change during the tem of this MOU either by mutual agreement or by virtue of the meet and confer processes and any applicable impasse resolution procedures being completed.

Article 31: SAVINGS CLAUSE

Should any provision of this MOU or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and Association shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of this MOU shall remain in full force and effect.

Article 32: DEATH OF EMPLOYEE

In the event an Association employee dies while on duty, the City shall calculate compensation for the entire shift. The eligible dependents of the deceased employee shall be entitled to benefits as follows: sick leave accruals, vacation accruals, medical benefits, and any other applicable benefits. All benefits shall be calculated and compensated in accordance with the requirements of this MOU and PERS contracts.

In the event the deceased employee qualified for a service retirement (i.e. age 50 with a minimum of five years of service in CalPERS), the City shall calculate and compensate benefits in the same manner as an employee service retirement. If the death of the employee is job related, benefits may be calculated and compensated in the same manner as a disability retirement.

The City will inter at Hillside Cemetery, at no cost to the public safety officer or his/her family, any active public safety officer who dies in the line of duty, or dies from any disease that is recognized by the State of California as being associated with the job of being a public safety officer.

Article 33: ZIPPER CLAUSE

The City and the Association agree that all negotiable items have been discussed during the negotiations leading to this MOU, including salaries and benefits, and conditions of employment, and therefore the City and the Association further agree that negotiations will not be reopened on any item during the term of this MOU, except by mutual agreement of the City and the Association, or as expressly provided otherwise in this MOU.

Article 34: ***SIGNATURES***

CITY OF REDLANDS	REDLANDS ASSOCIATION OF SAFETY MANAGEMENT EMPLOYEES
~~Paul W. Foster~~Eddie Tejeda, Mayor Date Attest:	~~Travis Martinez~~Stephen Crane, Date President
Jeanne Donaldson, City Clerk Date	

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF REDLANDS

AND

Redlands Association of Safety Management Employees

JULY 1, 2023 – JUNE 30, 2026

MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Redlands

AND

Redlands Association of Safety Management Employees

July 1, 2023 – June 30, 2026

Table of Contents

Article 1: Term Of Agreement 3
Article 2: Preamble 3
Article 3: Recognition 3
Article 4: Salaries 3
Article 5: Retirement 3
Article 6: Medical Insurance 4
Article 7: Retiree Insurance Benefits 4
Article 8: State Disability Insurance 5
Article 9: Vision Care 5
Article 10: Dental Insurance 5
Article 11: Life Insurance 6
Article 12: Deferred Compensation 6
Article 13: Post Certification Pay 6
Article 14: Reimbursement of Educational Expenses 6
Article 15: Uniform Allowance 6
Article 16: Longevity Pay 6
Article 17: Mobile Device Pay 6
Article 18: Legal Defense Insurance 6
Article 19: Holidays 6
Article 20: Sick Leave 7
Article 21: Vacation 7
Article 22: Accrued Vacation Time Sell Back 8
Article 23: Bereavement Leave 8
Article 24: Personal Leave 8
Article 25: Executive Leave 8
Article 26: Compensatory Time Off And Overtime 8
Article 27: Workweek 8
Article 28: Police Vehicle Usage 9
Article 29: No Strike Provisions 9
Article 30: Prevailing Benefits 9
Article 31: Savings Clause 9
Article 32: Death Of Employee 9
Article 33: Zipper Clause 9
Article 34: Signatures 9

Article 1: TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City of Redlands ("City") and the Redlands Association of Safety Management Employees ("Association") agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

Article 2: PREAMBLE

It is the intent and purpose of this MOU to set forth the understanding of the City and the Association reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City and the Association.

Article 3: RECOGNITION

The Association is the recognized employee organization for the personnel employed in the Police Department and occupying the classifications of Deputy Police Chief and Police Commander.

Article 4: SALARIES

All Association employees shall receive the following salary increases:

A. Effective the first pay period following July 1, 2023, all Association employees will receive a seven percent (7%) increase to base salary.
B. Effective the first pay period following July 1, 2024, all Association employees will receive a two percent (2%) increase to base salary over the prior year.
C. Effective the first pay period following July 1, 2025, all Association employees will receive a two percent (2%) increase to base salary over the prior year.

The City shall maintain the following salary differentials at all times during the term of this MOU:

Between bottom step Sergeant and bottom step Commander	30%
Between bottom step Commander and bottom step Deputy Chief	10%

Article 5: RETIREMENT

1. Only as to unit members hired by the City in any role prior to January 1, 2013, the City shall individually provide the following provisions in its contract with the PERS retirement system:
   3% @ 50 Retirement Formula
   Survivor Continuance
   Highest Single Year

2. The Public Employees' Pension Reform Act (PEPRA) and application to PEPRA defined "New Members".

   Unit members who are "new members" as defined by the PEPRA and/or California Government Code section 7522.04(f), shall be required to pay a PERS member contribution in an amount equal to 50% of the normal cost rate for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater, pursuant to Government Code section 7522.30.

   Those new members shall be enrolled in the 2.7% at 57 benefit plan, as provided for in Government Code section 7522.25(f), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than compensation earnable (Section 20636).

3. To the extent permitted by law, retirement contributions herein made by the employees shall be made on a

pre-tax basis. The City shall report to CalPERS as compensation only the percent, if any, of the member contribution funded by the City.

Article 6: MEDICAL INSURANCE

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, 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 amounts:

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION EFFECTIVE JULY 1, 2023	EFFECTIVE JANUARY 1, 2024	EFFECTIVE JANUARY 1, 2025
Employee Only:	$750	$775	$800
Employee Plus One Dependent:	$1,500	$1,550	$1,600
Employee plus Two or more Dependents:	$1,950	$2,025	$2,100

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post-employment health plan.

C. The City agrees to provide a stipend of $350.00 on a monthly basis for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

Article 7: RETIREE INSURANCE BENEFITS

A. **For all unit members** who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397) per month pursuant to Resolution No. 4572, adopted by the city council on September 5, 1989.

B. **For existing RASME members hired by the City prior to June 2, 2015,** who have served a minimum of 15 years of service with the City of Redlands and who qualify as annuitants under PEMHCA, upon separation other than for service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of "Lifetime medical" for the employee, spouse and eligible dependents. Lifetime medical means equivalent health, dental, and vision insurance as provided by the City to its existing members through the CalPERS or similar group medical plan up to the cost of similar CalPERS plans. Employees who promote into the RASME unit shall maintain any lifetime medical benefit such employee has previously accrued with the City and/or eligibility to earn lifetime medical if they had that right under their previous memorandum of understanding.

For existing RASME members, hired by the City prior to June 2, 2015, who have served a minimum of 15 years of service with the City of Redlands and who qualify as annuitants under PEMHCA, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of lifetime medical, dental and vision insurance for the employee, spouse, and eligible dependents under the association's current medical insurance program existing at the time of retirement. This health insurance shall be at no cost to the retired employee and shall cover the employee, spouse, and eligible dependents. Employees who promote into the RASME unit shall maintain any lifetime medical benefit such employee has previously accrued with the City and/or eligibility to earn lifetime medical if they had that right under their previous memorandum of understanding.

In addition, for existing Association employees as of the adoption of the 2018-2023 MOU (December 5, 2017), or employees who promote into the RASME unit with eligibility for lifetime medical, who have served a minimum of

15 years of service with the City of Redlands, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement may elect to:

a. Convert all remaining sick leave accrued at the time of retirement to cash value at the current rate of pay and apply said cash value to applicable premiums payable under the City's medical insurance program for the employee, spouses, and eligible dependents until the cash value is exhausted. This cash value is subject to all applicable taxes;
b. Calculate the value of all accrued sick leave at the current hourly rate of pay and convert it into a cash payment;
c. Convert all remaining sick leave accrued at the time of retirement to PERS service credit; or
d. A combination of options b and c.

C. **Employees hired on or after adoption of the 2018-2023 MOU (December 5, 2017) shall not be eligible for conversion of accrued sick leave to cash value.**

D. Unit members who do not qualify for life-time medical and retire with fifteen (15) years of service and who qualify as an annuitant under PEMHCA shall be entitled to a "medical bridge" program for themselves upon retirement from the City until they become Medicare-eligible. Under the "Medical Bridge" the City will contribute the difference between the PEMHCA minimum and the cost of employee-only coverage for the least expensive equivalent health and dental insurance plan as provided by the City to its existing unit members through the CalPERS medical plan until the employee reaches the age of Medicare eligibility at which time the benefit will cease, and employees will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge program can select coverage for dependents, however, the additional cost must be paid for by the respective unit member and will not be paid for by the City.

Article 8: STATE DISABILITY INSURANCE

Participation in the State Disability Insurance (SDI) program shall be optional, and all costs, funding, and premiums associated with participation in SDI shall be paid entirely by the participating Association employees.

Article 9: VISION CARE

The City agrees to contribute the entire monthly premium for Association employees and their eligible dependents for a vision insurance plan with VSP Vision Plan, or its equivalent.

Article 10: DENTAL INSURANCE

The City shall pay the full monthly premium for dental insurance under the Principal Financial dental plan, or its equivalent, for Association employees and all eligible dependents. Association employees may select from dental plans that are offered to members of the RPOA.

Article 11: LIFE INSURANCE

The City provides Association employees with $25,000 of life insurance. Employees may also purchase additional increments of life insurance at the City's group rate.

Article 12: DEFERRED COMPENSATION

The City shall make available to Association employees a qualified 457(b) plan and 401(a) plan. All plans will be structured in accordance with the latest IRS rulings. Each April, the City shall make an annual contribution to the 401(a) deferred compensation on behalf of each Association employee in the amount of $1125 per year + 3% of gross annual salary.

Article 13: POST CERTIFICATION PAY

Association employees shall receive POST certificate pay in the amount of 12.5% of base salary for an Advanced POST certificate. Additionally, Association employees shall also receive POST Supervisory or Management certificate pay in the amount of 10% of base salary. The maximum amount any Association employee shall receive in certificate pay

shall be 22.5% of base salary.

Article 14: REIMBURSEMENT OF EDUCATIONAL EXPENSES

Association employees enrolled in a degree program shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. However, any such employee shall not receive reimbursement in excess of Five Thousand dollars ($5,000) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.

Upon the approval of the department head, an Association employee may use up to two hundred fifty dollars ($250.00) per year of their available $5,000 per fiscal year tuition reimbursement for attendance at a seminar or conference for the purpose of professional development.

Article 15: UNIFORM ALLOWANCE

Association employees shall receive a uniform allowance in the amount of $3,200 per year. The uniforms allowance shall be paid as follows: fifty percent (50%) paid the first week in January of each year and fifty percent (50%) paid the first week in July of each year.

Article 16: LONGEVITY PAY

Association employees with twenty (20) years of continuous service with the City of Redlands shall advance to Step "5" on the current salary schedule.

In the event that an Association employee is not at Step "4" when he/she is eligible for Step 5, at the completion of twenty (20) years of service, the employee shall advance to the next step in their salary range and continue to advance based on merit until the employee reaches Step 5.

Article 17: MOBILE DEVICE PAY

Association employees shall receive Mobile Device Pay in the amount of $100 per month in addition to their regular base pay. All employees receiving this incentive are required to carry a mobile device at all times.

Article 18: LEGAL DEFENSE INSURANCE

The City shall pay the premium for CPOA legal defense insurance for Association employees.

Article 19: HOLIDAYS

A. The City of Redlands currently observes the following holidays, established by Resolution:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez	March 31st
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

B. Association employees shall "bank" holiday hours at the rate of ten (10) hours for each holiday and be paid for them in January of the following year.
C. Association employees that work on a recognized holiday shall receive half time premium for all hours worked.
D. In addition to the recognized holidays listed above, Association employees shall receive two (2) floating holidays per year. Floating holidays accrued but not taken shall be paid in January of the following year in which they were accrued.
E. Holidays shall be paid at a rate of pay applicable to the shift to which the Association employee is regularly assigned and shall be include supplemental pay (POST Certification pay) which may apply to the specific Association employee. The City will report to CalPERS the Holiday Cash Out amounts. This amount is derived from an employee's left over Holiday Cash Out amount and paid at regular rate, which includes base pay rate and POST Certification pay. The City will report the Holiday Cash Out on an annual basis to CalPERS in January of each year.

Article 20: SICK LEAVE

ACCRUAL

Association members shall receive eight (8) hours of sick leave per month.

SICK LEAVE BUY-BACK PROGRAM

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

YEARS OF SERVICE	MAXIMUM BUY-BACK HOURS PER YEAR
2-6	48
7	56
8	64
9	72
10	80
11	88
12	96

Article 21: VACATION

A. Vacation shall accrue for Association employees based on the following schedule:

YEARS/MONTHS OF SERVICE	HOURS
1 - 5 (0-71 months)	80
6 - 7 (72–95 months)	120
8 -9 (96-119 months)	128
10–11 (120-143 mos)	136
12–13 (144-167 mos)	144
14–15 (168-191 mos)	152
16–20 (192-251 mos)	160
21 (252-263 months)	168
22 (264-275 months)	176
23 (276-287 months)	184
24 (288-299 months)	192
25 (300 months+)	200

Article 22: ACCRUED VACATION TIME SELL BACK

Association employees with a minimum of three hundred (300) hours of accumulated vacation time shall sell back vacation time in excess of the 300 hours accumulation and deposit into a qualified 401(a) plan. The conversion and deposit of available vacation time shall occur during the third week of September each year. Employees shall contribute up to 100% of accrued vacation time in excess of the 300 hours accumulation up to the IRS maximum allowed.

Article 23: BEREAVEMENT LEAVE

In the event of the death in the immediate family, Association employees shall be compensated with four (4) days paid leave. In addition, eligible employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse/registered domestic partner: spouse, child, parent, grandparent, grandchild, brother and sister.

Article 24: PERSONAL LEAVE

Association employees may use up to a maximum of eight (8) hours of accrued sick leave per year for personal leave, subject to advance approval by his/her supervisor.

Article 25: EXECUTIVE LEAVE

Association employees shall receive one hundred twenty (120) hours of executive leave annually. Employees will be paid for up to twenty (20) hours of unused executive leave that is on the books as of December 31st of each year. Any leave above 20 hours remaining on the books will be removed and not carried over to the next year.

Article 26: COMPENSATORY TIME OFF AND OVERTIME

A. Association members are exempt from the requirements of the FLSA and therefore ineligible to accrue compensatory time off or earn overtime pay at 1 ½ times their hourly rate.
B. Members are ineligible to receive overtime compensation and may therefore receive the equivalent of overtime pay at time and one half of salary ONLY if the hours are reimbursed by a third party, such as reimbursement mutual aid calls or billable contracts.

Article 27: WORKWEEK

Association employees shall have a standard workweek consisting of four ten-hour days followed by three consecutive days off unless an alternate schedule is agreed upon by the employee(s) and department head.

Article 28: POLICE VEHICLE USAGE

Upon authorization by the Police Chief, Association employees may utilize department vehicles for personal use.

Article 29: NO STRIKE PROVISIONS

The Association agrees that it shall not authorize, instigate, aid, condone, or engage in any strike which will interrupt or interfere with the operation of the City. The City places the Association on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

Article 30: PREVAILING BENEFITS

All terms and conditions of employment set forth in this MOU and all past practices recognized under prevailing law will remain in full force and effect for the term of this MOU unless modified by mutual agreement of the parties. All other matters affecting terms and conditions of employment shall be subject to change during the tem of this MOU either by mutual agreement or by virtue of the meet and confer processes and any applicable impasse resolution procedures being completed.

Article 31: SAVINGS CLAUSE

Should any provision of this MOU or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and Association shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of this MOU shall remain in full force and effect.

Article 32: DEATH OF EMPLOYEE

In the event an Association employee dies while on duty, the City shall calculate compensation for the entire shift. The eligible dependents of the deceased employee shall be entitled to benefits as follows: sick leave accruals, vacation accruals, medical benefits, and any other applicable benefits. All benefits shall be calculated and compensated in accordance with the requirements of this MOU and PERS contracts.

In the event the deceased employee qualified for a service retirement (i.e. age 50 with a minimum of five years of service in CalPERS), the City shall calculate and compensate benefits in the same manner as an employee service retirement. If the death of the employee is job related, benefits may be calculated and compensated in the same manner as a disability retirement.

The City will inter at Hillside Cemetery, at no cost to the public safety officer or his/her family, any active public safety officer who dies in the line of duty, or dies from any disease that is recognized by the State of California as being associated with the job of being a public safety officer.

Article 33: ZIPPER CLAUSE

The City and the Association agree that all negotiable items have been discussed during the negotiations leading to this MOU, including salaries and benefits, and conditions of employment, and therefore the City and the Association further agree that negotiations will not be reopened on any item during the term of this MOU, except by mutual agreement of the City and the Association, or as expressly provided otherwise in this MOU.

Article 34: SIGNATURES

CITY OF REDLANDS
Eddie Tejeda, Mayor Date Attest:
Jeanne Donaldson, City Clerk Date

REDLANDS ASSOCIATION OF SAFETY MANAGEMENT EMPLOYEES
Stephen Crane, President Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF REDLANDS

AND THE

REDLANDS ASSOCIATION OF

DEPARTMENT DIRECTORS

JULY 1, ~~2018~~ 2023 - JUNE 30, ~~2023~~ 2027~~7~~6

MEMORANDUM OF UNDERSTANDING

Between

The City of Redlands

And

Redlands Association of Department Directors

July 1, ~~2018~~ 2023 – June 30, ~~2023~~2027~~7~~6

TABLE OF CONTENTS

Article 1. Term of Memorandum of Understanding....1
Article 2. Preamble....1
Article 3. Terms and Conditions of Employment....1
Article 4. Salaries and Additional Compensation Adjustments....1
Article 5. Retirement....2
Article 6. Tuition Reimbursement....5~~3~~
Article 7. Cell Phone Allowance....5~~3~~
Article 8. Auto Allowance....5~~3~~
Article 9. Uniform Allowance....6~~4~~
Article 10. Benefits....6~~4~~
Article 11. Lifetime medical....7~~5~~
Article 12. Holidays....8~~5~~
Article 13. Annual Leave....9~~6~~
Article 14. Accrual Payment on Retirement....10~~6~~
Article 15. Employee Severance Compensation....10~~7~~
Article 16. Family Medical Care Leaves....11~~8~~
Article 17. Deferred Compensation....11~~8~~
Article 18. Flexible Savings Plan....12~~8~~
Article 19. Employee Assistance Program....12~~9~~
Article 20. Bereavement Leave....12~~9~~
Article 21. Management Rights....12~~9~~
Article 22. Savings Clause....13~~9~~
Article 23. Zipper Clause....13~~9~~
Article 24. Signatures....13~~9~~
~~Article 1. Term of Memorandum of Understanding....1~~
~~Article 2. Preamble....1~~
~~Article 3. Recognition....1~~
~~Article 4. Terms and Conditions of Employment....1~~
~~Article 5. Salaries and Additional Compensation Adjustments....1~~
~~Article 6. Retirement....3~~
~~Article 7. Tuition Reimbursement....4~~
~~Article 8. Educational Incentive....4~~
~~Article 9. Auto Allowance....4~~

~~Article 10. Uniform Allowance.....5~~
~~Article 11. Insurance.....5~~
~~Article 12. lifetime medical.....5~~
~~Article 13. HOLIDAYS.....6~~
~~Article 14. Annual Leave.....6~~
~~Article 15. Accrual Payment on Retirement.....7~~
~~Article 16. Employee Severance Compensation.....7~~
~~Article 17. Family Medical Care Leaves.....7~~
~~Article 18. Deferred Compensation.....7~~
~~Article 19. Flexible Savings Plan.....8~~
~~Article 20. Employee Assistance Program.....8~~
~~Article 21. Bereavement Leave.....8~~
~~Article 22. Management Rights.....8~~
~~Article 23. Savings Clause.....8~~
~~Article 24. Zipper Clause.....8~~
~~Article 25. Signatures.....9~~

Article 1. *TERM OF MEMORANDUM OF UNDERSTANDING*

Except where expressly stated otherwise herein, the City of Redlands ("City") and the Redlands Association of Department Directors ("Unit") agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, ~~2018~~ 2023 and shall expire on June 30, 202~~7~~63~~.~~.

Article 2. *PREAMBLE*

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City and the Unit.

~~*Article 3. RECOGNITION*~~

~~A Unit employee shall be defined as an employee of the City and assigned to the Unit by the City Manager in accordance with City policies and procedures. The Unit consists of:~~

~~DEPARTMENT DIRECTOR CLASSIFICATION TITLES~~
~~Development Services Director~~
~~Management Services Director~~
~~Director of Municipal Utilities and Public Works Engineering/City Engineer~~
~~Fire Chief~~
~~Human Resources/ Risk Management Director~~
~~Police Chief~~
~~Quality of Life Director~~

[NT1]

~~*Article 4.*~~*Article 3.* *TERMS AND CONDITIONS OF EMPLOYMENT*

A. Unit employees serve at the will and pleasure of the City Manager. The appointment of a person to a Department Director position will be made by the City Manager.

B. The various forms of compensation and benefits described in this MOU are the result of the City's recognition that Unit employees should be compensated appropriately for exhibiting accountability, cost effectiveness, the ability to apply new technologies and maximize the utilization of human, physical and fiscal resources to enhance the mission of the City; and for stimulating the development of people and establishing methods which facilitate the meeting of City goals and objectives.

~~*Article 5.*~~*Article 4.* *SALARIES AND ADDITIONAL COMPENSATION ADJUSTMENTS*

A. All Unit Employees shall receive the following salary increases. The Salary Range Table is established to provide the minimum and maximum salary levels for each Unit employee position. Further, all Unit employees are responsible for the employee contribution to Social Security and Medicare.

1. Effective the first payroll period following July 1, ~~2018~~2023, all Unit employees will receive a ~~three~~ seven percent (7~~3~~%) increase to base salary.
2. Effective the first payroll period following July 1, ~~2019~~2024, all Unit employees will receive a ~~three~~ two percent (2~~3~~%) increase to base salary over the prior year.
3. Effective the first payroll period following July 1, 2025~~0~~, all Unit employees will receive a ~~three~~ two percent (2~~3~~%) increase to base salary over the prior year.

~~Unit employees shall not receive any increase to base salary or other compensation during the term of this MOU, other than those increases and compensation expressly set forth in this MOU. Further, all Unit employees are responsible for the employee contribution to Social Security and Medicare.~~

B. The City recognizes that to recruit and retain well-qualified Department Directors and enhance their management capabilities in areas such as leadership and accountability, Unit employees should be compensated appropriately for exhibiting accountability, cost effectiveness, the ability to apply new technologies and maximize the utilization of human, physical and fiscal resources; for exerting leadership to enhance the mission of the City; and for stimulating the development of people and methods which will facilitate the meeting of City goals and objectives.

C. To facilitate and enhance effectiveness and productive efforts of Unit employees, salary and benefit levels will be reviewed on a periodic basis and may be adjusted from time to time, within the budget appropriation levels established by the City Council. This review will consist of the following two components.

1. Performance Evaluations:
   Progression in the salary range for all Unit Employees shall be based on the employee's performance. The City Manager shall be responsible for evaluating such performance.
2. Compensation (Salary and Fringe Benefits) Survey:
   The compensation philosophy of the City is to establish a compensation package that will attract the highest caliber individuals. Therefore, the second component will contain comparisons with other similar agencies within the appropriate job market. These factors will be utilized to consider salary and benefit levels that will facilitate continuation of this philosophy.

D. Eligibility for one-time per year performance-based distributions. The City shall make available for the purpose described herein, the cash equivalent of the value of a 2% base salary increase for all filled positions within the Unit. Prior to the conclusion of the applicable fiscal year, the City Manager shall in his or her sole discretion have the authority to utilize any or all of the allocated funds to provide a one-time cash distribution to any one or more Unit members. Subject to the limitation that the cumulative value of the City Manager-distributed one-time payments shall not exceed the total value of allocated funds for that fiscal year, there is no minimum or maximum amount that the City Manager may award to any individual Unit employee. Additionally, the City Manager also has discretion to issue one-time awards.

In exercising his discretion in this regard, only employees in the Unit that have exhibited what the City Manager in his or her sole discretion determines to be "exceptional" performance during the applicable fiscal year, shall be eligible for receipt of a one-time distribution. The distribution shall not impact the Unit employee's salary range or step.

Available one-time payment funds not distributed in the designated fiscal year, shall not accumulate and carry over into any future fiscal year and instead, shall be returned to the City for other Council-determined uses.

Article 5. *RETIREMENT*
~~*Article 6.*~~

A. **Classic Members**

All “classic” Unit employees shall personally fund 100% of the 7% of compensation earnable as and for the individual employee’s normal employee PERS contribution. (The term “classic” member is defined in the Public Employee’s Pension Reform Act of 2013 “PEPRA.”)

All “classic” employee normal contributions required to be paid by the employee, whether paid by the employer or the employee, shall be credited to the member’s CalPERS account.

Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

The City shall continue to include in this contract with CalPERS, the following provisions.

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA (MISCELLANEOUS)
3% at 50 RETIREMENT FORMULA (SAFETY)

B. **New Members**

The Public Employee’s Pension Reform Act of 2013 – “PEPRA” (signed by the Governor on 09/07/12,) shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of this MOU, as described below.

Unit employees who are “new members” as defined in the PEPRA, shall individually pay an initial member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)

Unit employees who are “new members,” as defined in the PEPRA, on and after January 1, 2013, shall be enrolled in the retirement plan of 2%@62 (Government Code section 7522.20(a), for “miscellaneous” new members, or the 2.7% at 57 retirement plans for “safety” new members (Section 7522.25) with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

~~A.~~

~~1. All “classic” unit members shall individually fund 3.0% of compensation earnable as and for the unit member’s normal employee PERS contribution. (The term “classic” member is defined in the Public Employee’s Pension Reform Act of 2013 “PEPRA.”)~~

~~2. All “classic” Unit employees shall fund 5% of compensation earnable as and for the individual employee’s normal employee PERS contribution.~~

~~3. All “classic” Unit employees shall personally fund 100% of the 7% of compensation earnable as and for the individual employee’s normal employee PERS contribution for “miscellaneous” Unit~~

employees and 100% of the 9% compensation earnable as and for the individual employee's normal employee PERS contribution for "safety" unit members).

All "classic" Unit employees' normal contributions required to be paid by the employee, whether paid by the employer or the employee, shall be credited to the employee's CalPERS account.

Whether as authorized by Government Code sections 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

To the extent that this MOU mandates payment by the City of a part of the above "classic" unit member's normal employee PERS contribution, the City shall make said payments on a pre-tax basis to the extent authorized to do so by the IRS and the Franchise Tax Board.

B. AB 340

1. AB 340, the Public Employee's Pension Reform Act of 2013 – "PEPRA" (signed by the Governor on 09/07/12,) shall in its entirety be given full force and effect as it may from time to time exist.
2. Unit employees who are "new members" as defined in the above AB 340, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30)
3. Unit employees who are "new members," as defined in the above AB 340, on and after January 1, 2013, shall be enrolled in either the AB 340 retirement plan of 2%@62 (Government Code section 7522.20(a), for "miscellaneous" new members, or the 2.7% at 57 retirement plan for "safety" new members (Section 7522.25), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

C. Consistent with the proposal provisions above, that "classic" employees individually fund part, and eventually 100% of the statutorily mandated employee PERS contributions, said member-funded payments shall not be made pursuant to Government Code section 20692 and shall not be reported to PERS as special compensation as was authorized by Government Code section 20636(c)(4).

D. As regards "classic" members, the City shall continue to include in its contract with CalPERS, the following provisions.

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA ("MISCELLANEOUS")
3% at 50 RETIREMENT FORMULA ("SAFETY")

~~Article 7.~~Article 6. TUITION REIMBURSEMENT

A. The City will reimburse each Unit employee for actual costs of fees, tuition and books, for such employee's attendance at an accredited institution of higher learning, at the rate up to the cost at University of California, Riverside (UCR) for the same or similar course.
B. Unit employees must submit a request form with documents describing the course and program and cost to the Human Resources Director for approval prior to beginning class.
C. To be eligible for reimbursement, a Unit employee must submit evidence of actual payment of expenses incurred and satisfactory completion of course work with a grade of "C" or better or equivalent.
~~D.~~ Unit employees may use up to one thousand dollars ($1000) of tuition assistance per fiscal year to attend training, conferences, and/or seminar of their choosing.

D.

~~Article 8. EDUCATIONAL INCENTIVE~~

~~Educational Incentives for the Fire Chief and Police Chief positions shall apply to the persons serving in such positions as of the calendar year 2008. Upon the separation of service from the City by either the person serving as Fire Chief or Police Chief, the respective educational incentive for such positions shall be eliminated.~~

Article 7. CELL PHONE ALLOWANCE

Unit employees shall be provided a city-issued cell phone. In lieu of a city issued cell phone, unit members may opt for a cell phone allowance in the amount of $100 per month.

~~Article 9.~~Article 8. AUTO ALLOWANCE

Unit employees shall receive a $500 per month vehicle allowance, except the following positions shall be provided vehicles:

Police Chief
Fire Chief
Director, Municipal Utilities and Engineering

~~A. The City shall provide vehicles and/or allowances as follows:~~

~~➢ Management Services Director~~ ~~➢ Development Services Director~~	~~$100 per month~~
~~➢ Director of Municipal Utilities and Public Works Engineering/City Engineer~~	~~Vehicle~~
~~➢ Police Chief~~	~~Vehicle~~
~~➢ Fire Chief~~	~~Vehicle~~
~~➢ Quality of Life Director~~	~~$150~~

Unit employees must participate in the City DMV Pull Notice Program. Unit members receiving an Auto Allowance or utilitizing their personal vehicle for business reasons ~~assigned a City vehicle~~ must provide the following:

1. Proof of valid insurance with acceptable levels as set by the City.
2. Proof of valid, class C California driver license.

~~Unit employees must participate in the City DMV Pull Notice Program.~~

~~B. Unit employees receiving an Auto Allowance or assigned a City vehicle must provide the following:~~

~~1.a.Proof of valid insurance with acceptable levels as set by the City.~~

~~2.a.Proof of valid, class C California driver license.~~

~~C.1. Unit employees must participate in the City DMV Pull Notice Program.~~

3. If assigned, a City-owned vehicle may be used by a Unit employee for City business and for commuting to and from the employee's residence, including de minimis personal use during the employee's commute. De minimus personal use shall be defined as occasional or infrequent use during the course of the employee's regular commute so small as to be unreasonable or administratively impracticable to account for. The City will incur all costs related to the provision of the vehicle, including maintenance and insurance. The Unit employee shall be responsible for ensuring the City's vehicle is appropriately secured when parked at the employee's residence.

~~D.~~

~~Article 10.~~Article 9. UNIFORM ALLOWANCE

The Police Chief and Fire Chief who wear their uniforms for public ceremonies or for operational necessity are entitled to a stipend equal to that received by the respective safety management employees.

~~Article 11.~~Article 10. ~~INSURANCE~~BENEFITS

~~A. MEDICAL INSURANCE~~

~~The City shall pay the entire premium for each Unit employee and all eligible dependents under the PERS health insurance program.~~

~~B. ALTERNATIVE COVERAGE~~

~~The City shall provide a stipend of $350, on a monthly basis, for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.~~

~~C. INSURANCE ADJUSTMENT~~

~~In July of each year, the City shall pay each Unit employee a cash payment in the amount of one hundred and fifty dollars ($150) to offset the co-payments and deductibles for medical insurance plans.~~

~~D. DENTAL INSURANCE~~

~~The City shall pay the full monthly premium for dental insurance under the Principal Financial dental plan or its equivalent for each Unit employee and all eligible dependents.~~

~~E. VISION REIMBURSEMENT~~

~~The City shall contribute the entire monthly premium for Unit employees and their eligible dependents for a vision insurance plan with Medical Eye Services or an equivalent insurance plan as approved by the City.~~

~~F. DISABILITY~~

~~All Unit employees shall pay the premium for the City's Disability Insurance Program.~~

~~G. LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE~~

~~All Unit employees shall be covered by the City's group term life insurance and accidental death and dismemberment (AD&D) insurance plan. The City will pay the premiums for life insurance coverage amounts of $25,000 for basic life and $25,000 for accidental death and dismemberment policies.~~

A. ~~H. In an effort to support a healthy life-style for all Unit employees, the City will provide a paid membership for Unit employees and their families to the Redlands YMCA.~~ MEDICAL INSURANCE

The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between $397.00 per month and the cost of the medical premium selected by the unit employee.

The City agrees to provide a stipend of $350, on a monthly basis, for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

Insurance Adjustment: In July of each year, the City shall pay each Unit employee a cash payment in the amount of one hundred and fifty dollars ($150) to offset the co-payments and deductibles for medical insurance plans.

B. DENTAL INSURANCE

The City shall pay the full monthly premium for dental insurance under the Principal Financial dental plan or its equivalent for each Unit employee and all eligible dependents.

C. VISION

The City shall contribute the entire monthly premium for Unit employees and their eligible dependents for a vision insurance plan with VSP or an equivalent insurance plan as approved by the City.

D. DISABILITY

All unit employees shall pay the premium for the State Disability Insurance Program.

E. LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

All unit employees shall be covered by the City's group term life insurance and accidental death and dismemberment (AD&D) insurance plan. The City will pay the premiums for life insurance coverage amounts of $25,000 for basic life and $25,000 for accidental death and dismemberment policies.

F. YMCA MEMBERSHIP

In an effort to support a healthy life-style for all Unit employees, the City will provide a paid annual membership for Unit employees and their families to the Redlands YMCA.

~~Article 12.~~Article 11. L~~l~~IFETIME MEDICAL

Unit employees who achieve fifteen (15) years of service with the City shall be entitled to Lifetime Medical coverage for themselves and their dependents upon separation of service from the City. "Lifetime Medical" means health insurance and dental insurance as provided ~~equivalent health insurance and dental insurance as provided~~ by the City to its then existing Unit employees through the CalPERS or similar group medical plan as determined by the City which does not exceed ~~up to~~ the cost to the City of the ~~of similar~~ CalPERS plan~~s~~. After completion of fifteen (15) years of continuous service with the City a Unit employee hired prior to January 1, 2009 who qualifies as an annuitant under PEMHCA may elect to receive as a City contribution to a retiree health savings account the difference between the PEMHCA minimum and the cost of fully paid medical insurance under the City's medical insurance program for the Unit employee and their eligible dependents

Employees hired after January 1, 2009 shall not be entitled to this benefit. Any employee who is promoted ~~inot~~into the Unit shall maintain any Lifetime medical benefit such employee has previously accrued with the City an-d/or eligibility to earn the Lifetime Medical benefit if they had that right under their previous Memorandum of Understanding ~~Employees who promote into a director-level role after January 1, 2009 shall maintain their lifetime medical benefit if they previously held that benefit in their previous City of Redlands positions.~~

Unit members hired after January 1, 2009 with ten (10) years of continuous employment with the City who concurrently retire from the City and the CalPERS system who qualify as an annuitant under PEMHCA may elect to receive the "Medical Bridge." Under the "Medical Bridge," the City will contribute the difference between the PEMHCA minimum and the cost of single party coverage for the retired unit member only for the lowest cost medical and dental insurance plans as provided by the City to its then existing Unit members until the member reaches the age of Medicare eligibility at which time the benefit will cease and unit members will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge can select higher cost plans offered by the City to its then existing members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the Unit member and not by the City.

~~Unit employees hired after January 1, 2009 whom achieve three (3) ten (10) years of continuous service with the City may elect to receive shall be entitled to a "medical bridge" health insurance from the City upon concurrent retirement from the City and the CalPERS system. program for themselves upon separation from the City until they become Medicare-eligible. "Medical Bridge" health insurance is defined as single party coverage for the retired unit member only. Members who elect bridge medical health insurance will be entitled to coverage under the lowest cost medical, dental, and vision insurance plans as provided the City employee-only coverage, and Unit employees who are eligible for bridge insurance will be entitled to the least expensive equivalent health, vision and dental insurance plan as provided by the City to it's then existing unit members until the member reaches the age of medicare eligibility at which time the benefit will cease. Unit members who receive the medical bridge health insurance can select higher cost plans offered by the City to its then existing unit members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the unit member and not by the City.~~

U~~Further u~~nit members hired prior to January 1, 2009 who have achieved ten (10) years of service with the City, shall be entitled to the medical bridge insurance upon retirement from the City if the employee failed to achieve the fifteen (15) years of service required for the Lifetime medical benefit.~~Directors through the CalPERS medical plan until the employee reaches the age of Medicare eligibility at which time the benefit will cease. Unit employees who receive the medical bridge program can select coverage for dependents, however, the additional cost must be paid for by the respective Unit employee and will not be paid for by the City. Further, Unit employees hired prior to January 1, 2009, who have achieved three (3) years of service with the City, shall be entitled to the medical bridge insurance upon separation from the City if the employee has failed to achieve the fifteen (15) years of service requirement for the Lifetime medical benefit.~~

HOLIDAY

~~*Article 13.*~~*Article 12.* ~~***HOLIDAYS***~~[NT2]*S*

A. The following paid holidays will be observed on the day specified.

~~A.~~

New Year~~'~~s Day	January 1st
Martin Luther King~~'~~s Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Cesar Chavez Day	March 31st
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4thThursday in November
Day After Thanksgiving Day	Day After 4th Thursday in November
Christmas Eve	December 24th
Christmas Day	December 25th

B. Any ~~-~~holiday listed in this Section which falls on Sunday will be observed on the following Monday.
C. Any holiday listed in this Section which falls on Saturday will be observed on Friday.

D. In any instance where a Unit employee is required during a designated holiday to render services during any or all of what would have been regularly scheduled hours, the paid holiday shall be banked and the employee shall have the option of utilizing the holiday during the thirty (30) calendar day period immediately following the holiday. Failure to timely take the banked holiday off, shall result in loss of the holiday, with no cash or other compensation for the holiday.

~~*Article 14.*~~*Article 13. ANNUAL LEAVE*

A. Unit employees shall combine existing Sick Leave and vacation balances as well as Floating Holidays and Executive Leave to Annual Leave.
B. The purpose of Annual Leave is to provide Unit employees the ability to accrue time for Vacation, Sick Leave and personal leave situations.
C. ~~Individual~~ Unit employees shall accrue Annual Leave hours at a rate of ~~392hours~~ 430 hours per year (~~15.07~~16.54 hours per payroll period), regardless of years of service, whether at the City or elsewhere.
~~D.~~ The maximum a~~A~~nnual l~~L~~eave balance shall be 900 hours.
D. No Unit employee shall accrue a~~A~~nnual l~~L~~eave above 900 hours.
E. As a matter of City policy, Unit employees are encouraged to use annual leave.
~~E.~~

~~For the calendar year 2019, u~~Unit employees may elect to convert up to ~~392~~430 hours of annual leave earned in the following calendar year to cash to be paid during the first week of May, the first week of September, and the last week of December of each year. For every subsequent year, such election by a unit employee shall be made in November of such year. This election is irrevocable and may not be changed after the election is made. Only amounts earned in the current year prior to the cash out date



may be elected to convert to cash. A total of 50 hours of annual leave must be on the books at the time of the "cashout" date in order for payment to be made. If a unit employee does not have the elected amount of hours available at the time of payout, they will be paid the hours that are available above the 50 hours required to remain on the books.

~~F. Each Unit employee may convert up to 392 hours of accrued Annual Leave per calendar year to salary compensation or apply to a deferred compensation account. This conversion can be made with a two week notice to payroll.~~

~~Article 15.~~Article 14. ACCRUAL PAYMENT ON RETIREMENT

Upon service or medical retirement under the PERS retirement plan, or in the event of the death of a Unit employee prior to retirement, PERS members with less than fifteen (15) years of service with the City may elect one of the following options for payment of unused annual leave:

A. Convert all remaining annual leave accrued at the time of retirement to cash value at the final rate of pay and apply said cash value to applicable premiums payable under the City's medical insurance program for the Unit employee and eligible dependents until the cash value is exhausted. This amount is subject to all applicable taxes. In the event that the Unit employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied towards the premiums of covered dependents until exhausted, subject to the conditions and limitations of the applicable insurance policy.
B. At the time of service retirement, disability retirement, or at the death of an active Unit employee, one hundred percent (100%) of accrued annual leave may be converted to cash or applicable deferred compensation plan at the prevailing hourly rate.

~~Article 16.~~Article 15. EMPLOYEE SEVERANCE COMPENSATION

Unit employees may terminate from employment at any time, provided the unit employee provides the City with at least thirty (30) days prior written notice, unless such notice is waived in whole or in part by the City Manager.~~In recognition that Unit employees serve at the will and pleasure of the City Manager, the City Manager may offer severance pay to any Unit employee who is terminated involuntarily or pursuant to a negotiated separation of service in an amount equal to three to six month's salary. The amount of such severance pay shall be determined by the City Manager and may be included in the terms of a contractual agreement between the Unit employee and the City made at the time the Unit employee is hired or promoted.~~

Unit employees may be terminated from employment at any time with or without cause, by providing written notice to unit employee of the same. The City's right to terminate unit employee shall not be subject to, or in any way limited by, the City's Personnel Rules and Regulations, or any subsequent related resolutions, or past City practices related to the employment, discipline or termination of the City's unit employees. Unit employee expressly waives any rights provided for under the City's Personnel Rules and Regulations, Municipal Code, or under other local, state or federal law related to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing in this article shall be construed to create a property interest, where one does not exist by rule of law.

Unit employees may be terminated at any time by providing unit employee with prior written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any sustained finding of misconduct materially related to performance of official

duties, including, but not be limited to, any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or abuse of position, (5) conviction of a felony under California law, (6) violation by Unit employee of the City's anti-harassment and anti-discrimination policies, as may be amended, (7) violation of state law or the RMC or any City ordinance, rule or regulation, (8) use or possession of illegal drugs in violation of state law and/or City policy, (9) continued abuse of non-prescription drugs or alcohol that materially affects the performance of required duties, (10) engaging in conduct unbecoming for a public official or which brings disrepute to the City, (11) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (12) Unit employee's significant mismanagement of City finances, (13) any pattern of repeated, willful and intentional insubordination of the City Manager's lawful directives, (14) gross misfeasance or gross malfeasance, (15) failure to comply with the ICMA Code of Ethics, as may be amended; or (16) any similar lawful cause. For any of the foregoing, the City may, in its discretion, place unit employee on paid or unpaid administrative leave until resolution. If a unit employee is terminated for cause, then the City shall have no obligation to pay unit employee any severance.

The City may terminate unit employee without cause, but rather based upon any lawful management reason such as implementing the City's goals or policies, including, but not limited to: (i) change of administration, or (ii) incompatibility of management styles, or for any other lawful reason, or no publicly stated reason.

In the event Unit employee is terminated without cause and Unit employee does not challenge such termination, including, but not limited to, by means of appeal or civil or administrative claim or "liberty-interest" hearing, then the City shall pay to unit employee severance in an amount determined by the City Manager that shall not be less than three months of the unit employee's monthly base salary and shall not exceed six months of the unit employee's monthly base salary. The severance payment shall not include the monetary value of benefits during said time, but salary only. In exchange for receiving severance, unit employee will execute a waiver and release of any and all claims against the City.

If unit employee is terminated for cause or if the unit employee initiates termination of employment, then the City shall have no obligation to pay severance.

~~Article 17.~~Article 16. FAMILY MEDICAL CARE LEAVES

A. Family Leave shall be granted in accordance with the California Rights Act of 1991 (CFRA) and the Family and Medical Leave Act of 1993 (FMLA), and any amendments thereto and implementing regulations for those respective statutes. The City's Human Resources Department shall be responsible for administration of all leave taken pursuant to this Article 16~~7~~.

B. Unit employees may utilize up to twelve weeks of Annual Leave for leaves of absence that fall under the provisions of the FMLA and CFRA. This Annual Leave is in addition to any other paid or unpaid leave, which may be granted under the provisions of FMLA and CFRA. Annual Leave shall be used prior to the unpaid leave provisions of FMLA and CFRA.

~~Article 18.~~Article 17. DEFERRED COMPENSATION

All Unit employees are eligible to participate in the City's Deferred Compensation Plans, 457 (B) and 401 (A), as provided for in State and Federal Tax Codes. The City will contribute $1,125 per year plus 4~~2~~% of

salary to a 401 (A) plan for each Unit employee. Each Unit employee may contribute additional deferred compensation to the 457 (B) Plan in accordance with Plan provisions.

Unit employees hired before December 31, 2005 shall convert all annual leave in excess of ~~600~~450 hours into the 401(a) program on the first pay period of August each year. Any amount in excess of the maximum amount allowable will remain in the unit members annual leave bank.

Upon retirement from the City, Unit employees shall deposit the cash value of ~~vacation leave, incentive payouts, floating holidays, and executive leave~~annual leave to the 401(a) program in the maximum amount allowable. Any leave over the maximum allowable amount will be paid out in cash.

~~***UNIT EMPLOYEES BORN BEFORE JANUARY 1, 1970, WILL DEPOSIT TWENTY FIVE (25%) PERCENT OF THEIR ANNUAL LEAVE SALE TO THE 401 (A) PROGRAM. UNIT EMPLOYEES BORN ON, OR AFTER, JANUARY 1, 1970 AND ON, OR PRIOR TO DECEMBER 31ST, 1976, WILL DEPOSIT 15% OF THEIR ANNUAL LEAVE SALES TO THE 401 (A) PROGRAM. THOSE UNIT EMPLOYEES BORN AFTER DECEMBER 31, 1976, WILL NOT DEPOSIT ANY OF THEIR ANNUAL LEAVE SALE TO THE 401 (A) PROGRAM.***~~

~~Article 19.~~Article 18. FLEXIBLE SAVINGS PLAN

The City offers Flexible Spending Accounts (FSA) to all Unit employees. An FSA allows an employee to make pre-tax deductions for qualifying medical, dental and vision expenses, and dependent care expenses. The plan is established and administered in accordance with Section 125 of the Internal Revenue Service code.

~~Article 20.~~Article 19. EMPLOYEE ASSISTANCE PROGRAM

The City offers all Unit employees an employee assistance program. Confidentiality regarding a Unit employee's use of this program will be maintained in full compliance with State and Federal Regulations.

~~Article 21.~~Article 20. BEREAVEMENT LEAVE

All Unit employees receive two working days of paid Bereavement Leave for the death of a member of an employee's immediate family (defined as spouse, state-registered domestic partners, children, parents, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, step-father, step-mother, and step-children).

~~Article 22.~~Article 21. MANAGEMENT RIGHTS

Management rights shall consist of the exclusive right to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficient of work; maintain the efficient of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work.

~~Article 23.~~Article 22. SAVINGS CLAUSE

If any provision of this MOU, or the application of any provision, should be rendered invalid by court or legislative action, the remaining portions of this Agreement shall remain in full force and effect.

~~Article 24.~~Article 23. ZIPPER CLAUSE

The City and the Unit agree that all negotiable items have been discussed during the negotiations leading to this MOU, including salaries and benefits, and conditions of employment, and therefore the City and the Unit further agree that negotiations will not be reopened on any item during the term of this MOU, except by mutual agreement of the City and the Unit, or as expressly provided otherwise in this MOU.

~~Article 25.~~Article 24. SIGNATURES

CITY OF REDLANDS	REDLANDS ASSOCIATION OF DEPARTMENT DIRECTORS - RADD	
EDDIE TEJEDA , MAYOR	CHRISTOPHER BOATMAN, PRESIDENT	DATE
ADOPTED, SIGNED AND APPROVED THIS 20TH DAY OF JUNE, 2023		

~~REDLANDS ASSOCIATION OF DEPARTMENT DIRECTORS – RADD~~	
~~_____, PRESIDENT~~	~~DATE~~

ATTEST:

_____

Jeanne Donaldson, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF REDLANDS

AND THE

REDLANDS ASSOCIATION OF

DEPARTMENT DIRECTORS

JULY 1, 2023 - JUNE 30, 2026

MEMORANDUM OF UNDERSTANDING

Between

The City of Redlands

And

Redlands Association of Department Directors

July 1, 2023 – June 30, 2026

TABLE OF CONTENTS

Article 1. Term of Memorandum of Understanding....1
Article 2. Preamble....1
Article 3. Terms and Conditions of Employment....1
Article 4. Salaries and Additional Compensation Adjustments....1
Article 5. Retirement....2
Article 6. Tuition Reimbursement....3
Article 7. Cell Phone Allowance....3
Article 8. Auto Allowance....3
Article 9. Uniform Allowance....4
Article 10. Benefits....4
Article 11. Lifetime medical....5
Article 12. Holidays....5
Article 13. Annual Leave....6
Article 14. Accrual Payment on Retirement....6
Article 15. Employee Severance Compensation....7
Article 16. Family Medical Care Leaves....8
Article 17. Deferred Compensation....8
Article 18. Flexible Savings Plan....8
Article 19. Employee Assistance Program....8
Article 20. Bereavement Leave....9
Article 21. Management Rights....9
Article 22. Savings Clause....9
Article 23. Zipper Clause....9
Article 24. Signatures....9

Article 1. TERM OF MEMORANDUM OF UNDERSTANDING

Except where expressly stated otherwise herein, the City of Redlands ("City") and the Redlands Association of Department Directors ("Unit") agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

Article 2. PREAMBLE

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City and the Unit.

Article 3. TERMS AND CONDITIONS OF EMPLOYMENT

A. Unit employees serve at the will and pleasure of the City Manager. The appointment of a person to a Department Director position will be made by the City Manager.

B. The various forms of compensation and benefits described in this MOU are the result of the City's recognition that Unit employees should be compensated appropriately for exhibiting accountability, cost effectiveness, the ability to apply new technologies and maximize the utilization of human, physical and fiscal resources to enhance the mission of the City; and for stimulating the development of people and establishing methods which facilitate the meeting of City goals and objectives.

Article 4. SALARIES AND ADDITIONAL COMPENSATION ADJUSTMENTS

A. All Unit Employees shall receive the following salary increases. The Salary Range Table is established to provide the minimum and maximum salary levels for each Unit employee position. Further, all Unit employees are responsible for the employee contribution to Social Security and Medicare.

1. Effective the first payroll period following July 1, 2023, all Unit employees will receive a seven percent (7%) increase to base salary.
2. Effective the first payroll period following July 1, 2024, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.
3. Effective the first payroll period following July 1, 2025, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.

B. The City recognizes that to recruit and retain well-qualified Department Directors and enhance their management capabilities in areas such as leadership and accountability, Unit employees should be compensated appropriately for exhibiting accountability, cost effectiveness, the ability to apply new technologies and maximize the utilization of human, physical and fiscal resources; for exerting leadership to enhance the mission of the City; and for stimulating the development of people and methods which will facilitate the meeting of City goals and objectives.

C. To facilitate and enhance effectiveness and productive efforts of Unit employees, salary and benefit levels will be reviewed on a periodic basis and may be adjusted from time to time, within the budget appropriation levels established by the City Council. This review will consist of the following two components.

1. Performance Evaluations:
   Progression in the salary range for all Unit Employees shall be based on the employee's performance. The City Manager shall be responsible for evaluating such performance.
2. Compensation (Salary and Fringe Benefits) Survey:

The compensation philosophy of the City is to establish a compensation package that will attract the highest caliber individuals. Therefore, the second component will contain comparisons with other similar agencies within the appropriate job market. These factors will be utilized to consider salary and benefit levels that will facilitate continuation of this philosophy.

D. Eligibility for one-time per year performance-based distributions. The City shall make available for the purpose described herein, the cash equivalent of the value of a 2% base salary increase for all filled positions within the Unit. Prior to the conclusion of the applicable fiscal year, the City Manager shall in his or her sole discretion have the authority to utilize any or all of the allocated funds to provide a one-time cash distribution to any one or more Unit members. Subject to the limitation that the cumulative value of the City Manager-distributed one-time payments shall not exceed the total value of allocated funds for that fiscal year, there is no minimum or maximum amount that the City Manager may award to any individual Unit employee. Additionally, the City Manager also has discretion to issue one-time awards.

In exercising his discretion in this regard, only employees in the Unit that have exhibited what the City Manager in his or her sole discretion determines to be "exceptional" performance during the applicable fiscal year, shall be eligible for receipt of a one-time distribution. The distribution shall not impact the Unit employee's salary range or step.

Available one-time payment funds not distributed in the designated fiscal year, shall not accumulate and carry over into any future fiscal year and instead, shall be returned to the City for other Council-determined uses.

Article 5. RETIREMENT

A. **Classic Members**

All "classic" Unit employees shall personally fund 100% of the 7% of compensation earnable as and for the individual employee's normal employee PERS contribution. (The term "classic" member is defined in the Public Employee's Pension Reform Act of 2013 "PEPRA.")

All "classic" employee normal contributions required to be paid by the employee, whether paid by the employer or the employee, shall be credited to the member's CalPERS account.

Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

The City shall continue to include in this contract with CalPERS, the following provisions.

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA (MISCELLANEOUS)
3% at 50 RETIREMENT FORMULA (SAFETY)

B. **New Members**

The Public Employee's Pension Reform Act of 2013 – "PEPRA" (signed by the Governor on 09/07/12,) shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of this MOU, as described below.

Unit employees who are "new members" as defined in the PEPRA, shall individually pay an initial member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)

Unit employees who are "new members," as defined in the PEPRA, on and after January 1, 2013, shall be enrolled in the retirement plan of 2%@62 (Government Code section 7522.20(a), for "miscellaneous" new members, or the 2.7% at 57 retirement plans for "safety" new members (Section 7522.25) with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

Article 6. TUITION REIMBURSEMENT

A. The City will reimburse each Unit employee for actual costs of fees, tuition and books, for such employee's attendance at an accredited institution of higher learning, at the rate up to the cost at University of California, Riverside (UCR) for the same or similar course.
B. Unit employees must submit a request form with documents describing the course and program and cost to the Human Resources Director for approval prior to beginning class.
C. To be eligible for reimbursement, a Unit employee must submit evidence of actual payment of expenses incurred and satisfactory completion of course work with a grade of "C" or better or equivalent.
D. Unit employees may use up to one thousand dollars ($1000) of tuition assistance per fiscal year to attend training, conferences, and/or seminar of their choosing.

Article 7. CELL PHONE ALLOWANCE

Unit employees shall be provided a city-issued cell phone. In lieu of a city issued cell phone, unit members may opt for a cell phone allowance in the amount of $100 per month.

Article 8. AUTO ALLOWANCE

Unit employees shall receive a $500 per month vehicle allowance, except the following positions shall be provided vehicles:

Police Chief
Fire Chief
Director, Municipal Utilities and Engineering

Unit employees must participate in the City DMV Pull Notice Program. Unit members receiving an Auto Allowance or utilizing their personal vehicle for business reasons must provide the following:

1. Proof of valid insurance with acceptable levels as set by the City.
2. Proof of valid, class C California driver license.
3. If assigned, a City-owned vehicle may be used by a Unit employee for City business and for commuting to and from the employee's residence, including de minimis personal use during

the employee's commute. De minimis personal use shall be defined as occasional or infrequent use during the course of the employee's regular commute so small as to be unreasonable or administratively impracticable to account for. The City will incur all costs related to the provision of the vehicle, including maintenance and insurance. The Unit employee shall be responsible for ensuring the City's vehicle is appropriately secured when parked at the employee's residence.

Article 9. UNIFORM ALLOWANCE

The Police Chief and Fire Chief who wear their uniforms for public ceremonies or for operational necessity are entitled to a stipend equal to that received by the respective safety management employees.

Article 10. BENEFITS

A. MEDICAL INSURANCE

The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between $397.00 per month and the cost of the medical premium selected by the unit employee.

The City agrees to provide a stipend of $350, on a monthly basis, for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

Insurance Adjustment: In July of each year, the City shall pay each Unit employee a cash payment in the amount of one hundred and fifty dollars ($150) to offset the co-payments and deductibles for medical insurance plans.

B. DENTAL INSURANCE

The City shall pay the full monthly premium for dental insurance under the Principal Financial dental plan or its equivalent for each Unit employee and all eligible dependents.

C. VISION

The City shall contribute the entire monthly premium for Unit employees and their eligible dependents for a vision insurance plan with VSP or an equivalent insurance plan as approved by the City.

D. DISABILITY

All unit employees shall pay the premium for the State Disability Insurance Program.

E. LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

All unit employees shall be covered by the City's group term life insurance and accidental death and dismemberment (AD&D) insurance plan. The City will pay the premiums for life insurance coverage amounts of $25,000 for basic life and $25,000 for accidental death and dismemberment policies.

F. YMCA MEMBERSHIP

In an effort to support a healthy life-style for all Unit employees, the City will provide a paid annual membership for Unit employees and their families to the Redlands YMCA.

Article 11. LIFETIME MEDICAL

Unit employees who achieve fifteen (15) years of service with the City shall be entitled to Lifetime Medical coverage for themselves and their dependents upon separation of service from the City. "Lifetime Medical" means health insurance and dental insurance as provided by the City to its then existing Unit employees through the CalPERS or similar group medical plan as determined by the City which does not exceed the cost to the City of the CalPERS plan. After completion of fifteen (15) years of continuous service with the City a Unit employee hired prior to January 1, 2009 who qualifies as an annuitant under PEMHCA may elect to receive as a City contribution to a retiree health savings account the difference between the PEMHCA minimum and the cost of fully paid medical insurance under the City's medical insurance program for the Unit employee and their eligible dependents

Employees hired after January 1, 2009 shall not be entitled to this benefit. Any employee who is promoted into the Unit shall maintain any Lifetime medical benefit such employee has previously accrued with the City and/or eligibility to earn the Lifetime Medical benefit if they had that right under their previous Memorandum of Understanding

Unit members hired after January 1, 2009 with ten (10) years of continuous employment with the City who concurrently retire from the City and the CalPERS system who qualify as an annuitant under PEMHCA may elect to receive the "Medical Bridge." Under the "Medical Bridge," the City will contribute the difference between the PEMHCA minimum and the cost of single party coverage for the retired unit member only for the lowest cost medical and dental insurance plans as provided by the City to its then existing Unit members until the member reaches the age of Medicare eligibility at which time the benefit will cease and unit members will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge can select higher cost plans offered by the City to its then existing members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the Unit member and not by the City.

Unit members hired prior to January 1, 2009 who have achieved ten (10) years of service with the City, shall be entitled to the medical bridge insurance upon retirement from the City if the employee failed to achieve the fifteen (15) years of service required for the Lifetime medical benefit.

Article 12. HOLIDAYS

A. The following paid holidays will be observed on the day specified.

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Cesar Chavez Day	March 31st
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October

Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day After 4th Thursday in November
Christmas Eve	December 24th
Christmas Day	December 25th

B. Any holiday listed in this Section which falls on Sunday will be observed on the following Monday.
C. Any holiday listed in this Section which falls on Saturday will be observed on Friday.
D. In any instance where a Unit employee is required during a designated holiday to render services during any or all of what would have been regularly scheduled hours, the paid holiday shall be banked and the employee shall have the option of utilizing the holiday during the thirty (30) calendar day period immediately following the holiday. Failure to timely take the banked holiday off, shall result in loss of the holiday, with no cash or other compensation for the holiday.

Article 13. ANNUAL LEAVE

A. Unit employees shall combine existing Sick Leave and vacation balances as well as Floating Holidays and Executive Leave to Annual Leave.
B. The purpose of Annual Leave is to provide Unit employees the ability to accrue time for Vacation, Sick Leave and personal leave situations.
C. Unit employees shall accrue Annual Leave hours at a rate of 430 hours per year (16.54 hours per payroll period), regardless of years of service, whether at the City or elsewhere.
D. The maximum annual leave balance shall be 900 hours. No Unit employee shall accrue annual leave above 900 hours.
E. As a matter of City policy, Unit employees are encouraged to use annual leave.

Unit employees may elect to convert up to 430 hours of annual leave earned in the following calendar year to cash to be paid during the first week of May, the first week of September, and the last week of December of each year. For every subsequent year, such election by a unit employee shall be made in November of such year. This election is irrevocable and may not be changed after the election is made. Only amounts earned in the current year prior to the cash out date may be elected to convert to cash. A total of 50 hours of annual leave must be on the books at the time of the "cashout" date in order for payment to be made. If a unit employee does not have the elected amount of hours available at the time of payout, they will be paid the hours that are available above the 50 hours required to remain on the books.

Article 14. ACCRUAL PAYMENT ON RETIREMENT

Upon service or medical retirement under the PERS retirement plan, or in the event of the death of a Unit employee prior to retirement, PERS members with less than fifteen (15) years of service with the City may elect one of the following options for payment of unused annual leave:

A. Convert all remaining annual leave accrued at the time of retirement to cash value at the final rate of pay and apply said cash value to applicable premiums payable under the City's medical insurance program for the Unit employee and eligible dependents until the cash value is exhausted. This amount is subject to all applicable taxes. In the event that the Unit employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied towards the premiums of

covered dependents until exhausted, subject to the conditions and limitations of the applicable insurance policy.

B. At the time of service retirement, disability retirement, or at the death of an active Unit employee, one hundred percent (100%) of accrued annual leave may be converted to cash or applicable deferred compensation plan at the prevailing hourly rate.

Article 15. EMPLOYEE SEVERANCE COMPENSATION

Unit employees may terminate from employment at any time, provided the unit employee provides the City with at least thirty (30) days prior written notice, unless such notice is waived in whole or in part by the City Manager.

Unit employees may be terminated from employment at any time with or without cause, by providing written notice to unit employee of the same. The City's right to terminate unit employee shall not be subject to, or in any way limited by, the City's Personnel Rules and Regulations, or any subsequent related resolutions, or past City practices related to the employment, discipline or termination of the City's unit employees. Unit employee expressly waives any rights provided for under the City's Personnel Rules and Regulations, Municipal Code, or under other local, state or federal law related to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing in this article shall be construed to create a property interest, where one does not exist by rule of law.

Unit employees may be terminated at any time by providing unit employee with prior written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any sustained finding of misconduct materially related to performance of official duties, including, but not be limited to, any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or abuse of position, (5) conviction of a felony under California law, (6) violation by Unit employee of the City's anti-harassment and anti-discrimination policies, as may be amended, (7) violation of state law or the RMC or any City ordinance, rule or regulation, (8) use or possession of illegal drugs in violation of state law and/or City policy, (9) continued abuse of non-prescription drugs or alcohol that materially affects the performance of required duties, (10) engaging in conduct unbecoming for a public official or which brings disrepute to the City, (11) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (12) Unit employee's significant mismanagement of City finances, (13) any pattern of repeated, willful and intentional insubordination of the City Manager's lawful directives, (14) gross misfeasance or gross malfeasance, (15) failure to comply with the ICMA Code of Ethics, as may be amended; or (16) any similar lawful cause. For any of the foregoing, the City may, in its discretion, place unit employee on paid or unpaid administrative leave until resolution. If a unit employee is terminated for cause, then the City shall have no obligation to pay unit employee any severance.

The City may terminate unit employee without cause, but rather based upon any lawful management reason such as implementing the City's goals or policies, including, but not limited to: (i) change of administration, or (ii) incompatibility of management styles, or for any other lawful reason, or no publicly stated reason.

In the event Unit employee is terminated without cause and Unit employee does not challenge such termination, including, but not limited to, by means of appeal or civil or administrative claim or "liberty-interest" hearing, then the City shall pay to unit employee severance in an amount determined by the City Manager that shall not be less than three months of the unit employee's monthly base salary and shall not exceed six months of the unit employee's monthly base salary. The severance payment shall not include the monetary value of benefits during said time, but salary only. In exchange for receiving severance, unit employee will execute a waiver and release of any and all claims against the City.

If unit employee is terminated for cause or if the unit employee initiates termination of employment, then the City shall have no obligation to pay severance.

Article 16. Family Medical Care Leaves

A. Family Leave shall be granted in accordance with the California Rights Act of 1991 (CFRA) and the Family and Medical Leave Act of 1993 (FMLA), and any amendments thereto and implementing regulations for those respective statutes. The City's Human Resources Department shall be responsible for administration of all leave taken pursuant to this Article 16.

B. Unit employees may utilize up to twelve weeks of Annual Leave for leaves of absence that fall under the provisions of the FMLA and CFRA. This Annual Leave is in addition to any other paid or unpaid leave, which may be granted under the provisions of FMLA and CFRA. Annual Leave shall be used prior to the unpaid leave provisions of FMLA and CFRA.

Article 17. Deferred Compensation

All Unit employees are eligible to participate in the City's Deferred Compensation Plans, 457 (B) and 401 (A), as provided for in State and Federal Tax Codes. The City will contribute $1,125 per year plus 4% of salary to a 401 (A) plan for each Unit employee. Each Unit employee may contribute additional deferred compensation to the 457 (B) Plan in accordance with Plan provisions.

Unit employees hired before December 31, 2005 shall convert all annual leave in excess of 450 hours into the 401(a) program on the first pay period of August each year. Any amount in excess of the maximum amount allowable will remain in the unit members annual leave bank.

Upon retirement from the City, Unit employees shall deposit the cash value of annual leave to the 401(a) program in the maximum amount allowable. Any leave over the maximum allowable amount will be paid out in cash.

Article 18. Flexible Savings Plan

The City offers Flexible Spending Accounts (FSA) to all Unit employees. An FSA allows an employee to make pre-tax deductions for qualifying medical, dental and vision expenses, and dependent care expenses. The plan is established and administered in accordance with Section 125 of the Internal Revenue Service code.

Article 19. Employee Assistance Program

The City offers all Unit employees an employee assistance program. Confidentiality regarding a Unit employee's use of this program will be maintained in full compliance with State and Federal Regulations.

Article 20. Bereavement Leave

All Unit employees receive two working days of paid Bereavement Leave for the death of a member of an employee's immediate family (defined as spouse, state-registered domestic partners, children, parents, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, step-father, step-mother, and step-children).

Article 21. Management Rights

Management rights shall consist of the exclusive right to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficient of work; maintain the efficient of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work.

Article 22. Savings Clause

If any provision of this MOU, or the application of any provision, should be rendered invalid by court or legislative action, the remaining portions of this Agreement shall remain in full force and effect.

Article 23. Zipper Clause

The City and the Unit agree that all negotiable items have been discussed during the negotiations leading to this MOU, including salaries and benefits, and conditions of employment, and therefore the City and the Unit further agree that negotiations will not be reopened on any item during the term of this MOU, except by mutual agreement of the City and the Unit, or as expressly provided otherwise in this MOU.

Article 24. Signatures

City of Redlands	**Redlands Association of Department Directors - RADD**	
Eddie Tejeda , Mayor	**Christopher Boatman, President**	**Date**
ADOPTED, SIGNED AND APPROVED this 20TH day of June, 2023		

ATTEST:

_____

Jeanne Donaldson, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF REDLANDS

AND THE

REDLANDS ASSOCIATION OF MID-MANAGEMENT EMPLOYEES

JULY 1, ~~2018~~ 2023 - JUNE 30, 2026~~3~~

MEMORANDUM OF UNDERSTANDING

Between

The City of Redlands

and

Redlands Association of Mid-Management Employees

July 1, ~~2018~~ 2023 – June 30, 202~~6~~3

TABLE OF CONTENTS

Article 1. Term of Memorandum of Understanding ..... 5~~4~~
Article 2. Preamble ..... 5~~4~~
Article 3. Recognition ..... 5~~4~~
Article 4. Management rights ..... 6~~5~~
Article 5. Probationary Period ..... 6~~5~~
Article 6. Salaries ..... 7~~6~~
Article 7. Retirement ..... 7~~6~~
Article 8. Deferred Compensation ..... 8~~7~~
Article 9. 401 A PLAN ..... 9~~7~~
Article 10. Uniform Allowance ..... 9~~7~~
Article 11. Education Incentive Pay ..... 9~~7~~
Article 12. Longevity Pay ..... 9~~8~~
Article 13. Insurance Adjustment ..... 10~~8~~
Article 14. Working Out Of Classification Pay ..... 10~~8~~
Article 15. Special Assignment Pay ..... 10~~9~~
Article 16. Health Insurance ..... 11~~9~~
Article 17. Dental Insurance ..... 12~~10~~
Article 18. Vision Care ..... 12~~10~~
Article 19. Life Insurance ..... 13~~10~~
Article 20. Vacation ..... 13~~10~~
Article 21. Sick Leave ..... 13~~10~~
Article 22. Bereavement Leave ..... 14~~12~~
Article 23. Executive Leave ..... 14~~12~~
Article 24. Leave Of Absence Without Pay ..... 15~~12~~
Article 25. Military Leave ..... 15~~12~~
Article 26. Holidays ..... 15~~12~~
Article 27. Tuition Reimbursement ..... 16~~13~~
Article 28. State Disability Insurance (S.D.I.) ..... 16~~13~~
Article 29. Personnel File ..... 16~~13~~
Article 30. Employees Organization Rights ..... 16~~14~~

Article 31. Direct Deposit 1915
Article 32. Fair Labor Standards Act 1915
Article 33. Prevailing Benefits 1915
Article 34. Savings Clause 1915
Article 35. Bilingual Pay 1916
Article 36. Disciplinary Procedure 1916
Article 37. Grievance Procedure 2420
Article 38. Layoff Procedure 2825
Article 39. Zipper Clause 3026
~~Article 1. Term of Memorandum of Understanding ..... 44~~
~~Article 2. Preamble ..... 44~~
~~Article 3. Recognition ..... 44~~
~~Article 4. Management rights ..... 44~~
~~Article 5. Probationary Period ..... 44~~
~~Article 6. Salaries ..... 55~~
~~Article 7. Retirement ..... 55~~
~~Article 8. Deferred Compensation ..... 66~~
~~Article 9. 401 A PLAN ..... 66~~
~~Article 10. Longevity Pay ..... 67~~
~~Article 11. Insurance Adjustment ..... 67~~
~~Article 12. Working Out Of Classification Pay ..... 67~~
~~Article 13. Special Assignment Pay ..... 77~~
~~Article 14. Health Insurance ..... 78~~
~~Article 15. Dental Insurance ..... 89~~
~~Article 16. Vision Care ..... 89~~
~~Article 17. Life Insurance ..... 89~~
~~Article 18. Vacation ..... 89~~
~~Article 19. Sick Leave ..... 99~~
~~Article 20. Bereavement Leave ..... 1010~~
~~Article 21. Executive Leave ..... 1011~~
~~Article 22. Leave Of Absence Without Pay ..... 1011~~
~~Article 23. Military Leave ..... 1011~~
~~Article 24. Holidays ..... 1011~~
~~Article 25. Tuition Reimbursement ..... 1112~~
~~Article 26. State Disability Insurance (S.D.I.) ..... 1212~~
~~Article 27. Personnel File ..... 1212~~
~~Article 28. Dues Deduction ..... 1213~~
~~Article 29. Direct Deposit ..... 1213~~
~~Article 30. Fair Labor Standards Act ..... 1213~~
~~Article 31. Prevailing Benefits ..... 1213~~
~~Article 32. Savings Clause ..... 1213~~
~~Article 33. Bilingual Pay ..... 1313~~
~~Article 34. Agency Shop ..... 1313~~
~~Article 35. Disciplinary Procedure ..... 1314~~
~~Article 36. Grievance Procedure ..... 1818~~
~~Article 37. Layoff Procedure ..... 2223~~

~~Article 38. Zipper Clause..... 2324~~

Article 1.

The City of Redlands (City) and the Redlands Association of Mid-Management Employees (RAMME) agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, ~~2018~~ 2023 and shall expire on June 30, 2026~~3~~.

Article 2.

TERM OF MEMORANDUM OF UNDERSTANDING

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between employees represented by The Redlands Association of Mid-Management Employees (RAMME) and the City of Redlands.

PREAMBLE

Article 3.

RECOGNITION

A unit employee shall be defined as an employee of the City and assigned to the RAMME unit by the City Manager in accordance with City policies and procedures. The following classifications are assigned to the Association's Unit:

Accountant
Administrative Analyst
Adult Literacy Coordinator
Airport Supervisor
Assistant Engineer
Associate Engineer
Cemetery Manager
Civil Engineer
Construction Manager
Deputy Fire Marshal
Emergency Operations Specialist
EMS Coordinator
FCS Manager
Field Services Coordinator
Field Services Project Supervisor
Field Services Superintendent
Fleet Services Coordinator
GIS Supervisor
Grants Coordinator
Homeless Solutions Coordinator
Human Resources Analyst
Human Resources Specialist
IT Systems Supervisor
Laboratory Quality Manager
Laboratory Manager
Management Analyst
Network Engineer
Payroll Coordinator
Police Operations Coordinator

Principal Librarian
Principal Planner
Project Manager
Recreation Supervisor
Revenue Supervisor
Risk Management Specialist
Senior Planner
Solid Waste Manager
Solid Waste Supervisor
Special Collections Manager
Sr. Accountant
Sr. Civil Engineer
Sr. Librarian
Sr. Plans Examiner
Technical Services Coordinator
Utilities Customer Service Supervisor
Water Distribution Superintendent
Water Production/Maintenance Superintendent

Article 4.

MANAGEMENT RIGHTS

The authority of the City includes the exclusive right to:

A. determine the mission of its constituent departments, commissions and boards, with the exception of boards or commissions granted authority under State Law, per City of Redlands Resolution 6757;
B. set standards of service;
C. determine the procedures and standards of selection for employment and promotion;
D. direct its employees;
E. take disciplinary action;
F. relieve its employees from duty because of lack of work or for other legitimate reasons;
G. maintain the efficiency of work;
H. maintain the efficiency of governmental operations;
I. determine the methods, means and personnel by which government operations are to be conducted;
J. determine the content of job classifications; and
K. Take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring over the effects that decisions on these matters may have on wages, hours and other terms and conditions of employment.

Article 5.

PROBATIONARY PERIOD

Unit employees ~~s~~ hired by the City ~~on or after City Council adoption of the 2012-2015 MOU~~, shall serve a probationary period of twelve (12) months. Unit employees who are promoted shall serve a probationary period of six (6) months. Probationary periods may be extended as set forth in the City's Personnel Rules and Regulations.

Article 6.

All Unit employees will receive the following salary increases:

A. Effective the first full payroll period following July 1, 2023[LDK1]~~18~~, all Unit employees will receive a ~~six~~seven~~five~~three percent (7~~6~~53%) increase to base salary.

B. Effective the first full payroll period following July 1, 2024~~19~~, all Unit employees will receive a ~~four~~two~~three~~ percent (2~~4~~3%) increase to base salary over the prior year.

~~C.~~ Effective the first full payroll period following July 1, 2025~~0~~, all Unit employees will receive a two~~three~~ percent (2~~3~~%) increase to base salary over the prior year.

~~Unit employees shall not receive any increase to base salary or other compensation during the term of this MOU, other than those increases and compensation expressly set forth in this MOU.~~

~~D.~~C.

Article 7.

A. **Classic Members**

~~1. AEffective the first payroll period commencing on or after City Council adoption of the 2012-2015 MOU and adoption by the Council and implementation of necessary CalPERS resolution(s) addressing the amount of employer funding of "classic" normal member employee CalPERS contributions, a~~ll "classic" unit members ~~employed prior to March 11, 2010 shall individually fund 3.0% of compensation earnable (42.87% of the 7% of compensation earnable, which is presently the maximum "classic" normal member employee CALPERS contribution) as and for the unit member's normal employee PERS. "Classic" unit members hired on or after March 11, 2010 shall continue to individually fund 5% of compensation earnable as and for the individual member's normal employee PERS contribution. (The term "classic" member is defined in the Public Employee's Pension Reform Act of 2013 "PEPRA.")~~

~~2. Effective the first payroll period commencing on or after July 1, 2014, all "classic" unit members including those employed prior to March 11, 2010 shall fund 5% of compensation earnable (71.4% of the 7% of compensation earnable) as and for the individual member's normal employee PERS contribution.~~

~~3.~~1. ~~Effective the first payroll commencing on or after January 1, 2015, all "classic" unit members~~ including those first employed on and after March 11, 2010, shall personally fund 100% of the 7% of compensation earnable as and for the individual member's normal employee PERS contribution. (The term "classic" member is defined in the Public~~e~~ Employee's Pension Reform Act of 2013 ("PEPRA.")

All "classic" member normal contributions required to be paid by the member, whether paid by the employer or the member, shall be credited to the member's CalPERS account.

Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

To the extent that this MOU mandates payment by the City of a part of the above "classic" unit member's normal employee PERS contribution, the City shall make said payments on a pre-tax basis to the extent authorized to do so by the IRS and the Franchise Tax Board.

2. The City shall continue to include in this contract with CalPERS, the following provisions:

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA

~~B.~~

B. **New Members**

1. T~~AB 340, t~~he Public Employee's Pension Reform Act of 2013 – "PEPRA" (signed by the Governor on 09/07/12,) shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of ~~the 2012-15~~this MOU, as described below. ~~Any provision in the 2012-15 MOU which contradicts any provision of AB 340 shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of the 2012-15 MOU or any MOU, Agreement, Rule or Regulation predating the 2012-15 MOU.~~

2. Unit employees who are "new members" as defined in the PEPRA~~above AB 340~~, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (~~AB 340 –~~ Government Code section 7522.30)

3. Unit employees who are "new members," as defined in the PEPRA~~above AB 340~~, on and after January 1, 2013, shall be enrolled in the ~~AB 340~~ retirement plan of 2%@62 (Government Code section 7522.20(a), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

~~C. The City shall continue to include in this contract with CalPERS, the following provisions:~~

~~HIGHEST SINGLE YEAR~~
~~SURVIVOR CONTINUANCE~~
~~2% @ 55 RETIREMENT FORMULA~~

Article 8. DEFERRED COMPENSATION

The City will provide a 457 (b) deferred compensation plan to Unit employees. Unit employees may make voluntary contributions to the 457 (b) plan up to the

maximum allowed by law. Participation by Unit employees is optional and all costs shall be borne by the participating employee.

Article 9.

City shall pay the cost to administer a 401 A Retirement Plan. The City agrees to make a contribution in January of each year, on behalf of each Unit employee in the amount of ~~eight hundred and sixty~~one thousand two hundred dollars ($1,20~~86~~0) per year to the City's 401(a) deferred compensation plan. For new Unit employees, and employees transferring into the Unit, the amount shall be prorated on a monthly basis for period of service within Unit.

~~401 A PLAN~~

Upon retirement from the City, Unit employees shall deposit the cash value of vacation leave, floating holidays, and eligible sick leave into the 401(a) deferred compensation account in the maximum amount allowable by the IRS.

Article 10.

A. The Deputy Fire Marshall and Emergency Services Coordinator shall receive a uniform allowance of one thousand one hundred dollars ($1,100) per year. Two checks of five hundred fifty dollars ($550) each shall be issued each year, one in July and one in January.

~~UNIFORM ALLOWANCE~~

B. The City will provide a required footwear allowance in the amount of one hundred and fifty dollars ($150) to be paid in July of each year to the following classifications: Construction Manager, Deputy Fire Marshal, ~~EMS Coordinator~~Laboratory Quality Manager, Field Services Coordinator, Field Services Project Supervisor, Laboratory Manager, Water Production Maintenance Superintendent, Water Distribution Superintendent, and Fleet Services Coordinator.

~~EDUCATION INCENTIVE PAY~~

Article 11.

Employees will qualify for a three percent (3%) increase in base salary upon submitting satisfactory proof of a Master or Doctoral degree (i.e., official transcripts) where such degree is not required as part of the employee's minimum job qualifications. If a Master's degree is required as part of the employee's minimum job qualifications, the employee will only be eligible for education incentive pay upon submitting satisfactory proof of a Doctoral degree.

~~LONGEVITY PAY~~

~~*Article 10.*~~*Article 12.*

A. Employees with fifteen (15) years continuous service with the City, shall advance to Step "5" on the salary schedule which shall be a minimum of three percent (3%) higher than Step "4," effective at the beginning of the pay period closest to completion of their fifteenth (15th) year of service.

B. E~~Unit e~~mployees ~~hired prior to March 11, 2010~~ with twenty (20) years continuous service with the City, shall advance to Step "6~~5F~~" on the salary schedule which shall be a minimum of two percent (2%) higher than Step "5," ~~resolution~~ effective at the beginning of the pay period ~~beginning~~ closest to completion ~~the first day~~ of their twentieth (20th)~~1st~~ year of service.

C. In the event that an ~~Unit~~ employee is not at ~~the E~~ Sstep 4 when he/she is eligible for ~~the~~ S~~F s~~tep 5, at the completion of ~~twenty~~ fifteen (15~~20~~) years of service, the Unit employee will advance to the next step in their salary range, and continue to advance within the range based on merit until the ~~Unit~~ employee reaches ~~the~~ S~~F s~~tep 5.

~~A.~~**D.** In the event that an employee is not at Step 5 when he/she is eligible for Step 6, at the completion of twenty (20) years of service, the Unit employee will advance to the next step in their salary range, and continue to advance within the range based on merit until the employee reaches Step 6.

~~Unit employees hired on or after March 11, 2010 shall not be eligible for S"F" step 5 longevity pay.~~

~~*Article 11.*~~*Article 13.*

The City agrees to pay each Unit employee a cash payment in the amount of one hundred fifty dollars ($150) to offset the co-payments and deductibles payable under their medical insurance plan. This insurance adjustment shall be pro-rated at twelve dollars and fifty cents ($12.50) per month.

INSURANCE ADJUSTMENT

~~*Article 12.*~~*Article 14.*

Whenever the needs of the City require a Unit employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed, said employee shall be entitled to receive out of classification pay for the period of time that the employee works out of classification. Employees approved to work out of class shall be placed at Step 0 of the classification in which they are working. If Step 0 does not provide a ~~Out of classification pay shall be at a flat rate of~~ five-percent (5%) increase, the employee will be placed at the step on the range that provides a 5% increase. Placement will not exceed Step 4 of the range~~of base salary~~.

WORKING OUT OF CLASSIFICATION PAY

In order to receive out of classification pay the following provisions must occur:

A. A vacancy or absence must exist for out of classification pay to be paid.
B. The employee receiving out of classification pay must perform essentially all of the functions of the higher classification in order to receive compensation.
C. The employee shall meet the minimum qualifications for the higher classification in order to be eligible for out of classification pay.
D. The employee shall have completed five (5) consecutive full work days in the higher classification and shall then be eligible for out of classification pay commencing with the sixth (6th) consecutive day working out of classification and continuing for all consecutive days worked thereafter.

Working out of class pay will only be authorized upon recommendation to the ~~City Manager or his or her designee~~ Human Resources/Risk Management Director by the Department Director, and will require a Personnel Action Form with supporting documentation justifying the assignment.

SPECIAL ASSIGNMENT PAY

~~*Article 13.*~~*Article 15.*

Special assignment pay will only be authorized upon recommendation to the City Manager by the Department Head and will require a Personnel Action Form with supporting documentation justifying the special assignment. Unit employees performing in a capacity beyond the normal scope of their duties, and with increased and direct responsibility and personal liability for City operations shall be eligible for Special Assignment Pay. Special Assignment Pay shall be at a flat rate not to exceed ten percent (10%) of base salary. Special Assignment Pay will only be authorized upon Department Head recommendation, Human Resources Director concurrence and City Manager approval.

~~Article 14.~~Article 16.

A. The City shall contribute directly to ~~Only for Unit employees hired by the City prior to March 11, 2010, the health insurance rates in effect on January 1, 2012 are the "flat dollar" City contribution amount. The City shall fund employee and eligible dependent medical insurance in an amount not to exceed the January 1, 2012 PERS Choice health insurance rates (the highest of either the Los Angeles area or other Southern California area as those terms are defined by~~ CalPERS on behalf of each employee three hundred ~~HEALTH INSURANCE~~ and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, 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 amounts:~~)~~

~~COVERAGE LEVEL~~	~~PREMIUM TOTAL CITY CONTRIBUTION: PERS CHOICE LOS ANGELES AREA~~
~~Employee Only:~~	~~$700505.63~~
~~Employee Plus One Dependent:~~	~~$1,350011.26~~
~~Employee plus Two or more Dependents:~~	~~$1,750314.64~~

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post employment health plan.

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION EFFECTIVE JULY 1, 2023	EFFECT JANUARY 1
Employee Only:	$750	$77
Employee Plus One Dependent:	$1,~~3~~500	$1,55~~4~~
Employee plus Two or more Dependents:	$1,9~~7~~50	$2,0~~1~~~~,~~

C. The City agrees to provide a stipend of $350.00 on a monthly basis for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

D. **RETIREE INSURANCE BENEFITS**

1. For all unit members who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.

~~B.~~ 2. ~~Only for Unit employees hired by the City prior to March 11, 2010, effective January 1, 2014, and each January 1 thereafter, the maximum City funding of employee and eligible dependent health insurance shall be increased in an amount equal to 50% of the dollar amount of the increase in PERS Choice health insurance rates. The initial January 1, 2014 increase, if any, shall represent the differential between the 2013 and 2014 rates.~~

~~C. For Unit employees hired *on or after March 11, 2010,* the City will contribute a maximum monthly health insurance contribution of three hundred and ninety seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. Additionally,~~

~~the City will contribute on a monthly basis $503 to be utilized by the employee to purchase/contribute toward health insurance premiums.~~

After completion of twenty (20) years of continuous service with the City, and upon service ~~D.~~ retirement under the CalPERS retirement plan, a Unit employee hired prior to March 11, 2010 who qualifies as an annuitant under PEMHCA may elect to receive as a City contribution to a retiree health savings account the difference between the PEMHCA minimum and the cost of fully paid medical insurance under the City's medical insurance program for the Unit employee and their eligible dependents.

Unit employees hired on or after March 11, 2010 are not eligible for this benefit.

3. Unit members with ten (10) years of continuous employment with the City who concurrently retire from the City and the CalPERS system who qualify as an annuitant under PEMHCA may elect to receive the "Medical Bridge." Under the ~~health insurance from the city.~~ "Medical Bridge," the City will contribute the difference between the PEMHCA minimum and the cost of ~~health insurance is defined as~~ single party coverage for the retired unit member only for ~~. Members who elect medical bridge health insurance will be entitled to coverage under~~ the lowest cost medical and dental insurance plans as provided by the City to its then existing Unit members until the member reaches the age of Medicare eligibility at which time the benefit will cease and unit members will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge ~~health insurance~~ can select higher cost plans offered by the City to its then existing members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the Unit member and not by the City.

~~E. Unit employees who do not qualify for life-time medical and retire with fifteen (15) years of service shall be entitled to a "medical bridge" program for themselves upon retirement from the City until they become Medicare-eligible. "Medical Bridge" is defined as employee-only coverage and Unit employees who are eligible for bridge insurance will be entitled to the least expensive equivalent health and dental insurance plan as provided by the City to its existing Unit employees through the CalPERS medical plan until the employee reaches the age of Medicare eligibility at which time the benefit will cease. Unit employees who receive the medical bridge program can select coverage for dependents, however, the additional cost must be paid for by the respective Unit employee and will not be paid for by the City.~~

~~DENTAL INSURANCE~~

~~F. The City agrees to provide a stipend of $350.00 on a monthly basis for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.~~

~~VISION CARE~~

~~Article 15.~~Article 17.

The City agrees to pay the full monthly premium for dental insurance under the City's dental plan or its equivalent for each Unit employee and all eligible dependents.

~~Article 16.~~Article 18.

The City shall reimburse Unit employees an amount up to three~~two~~ hundred ~~twenty five~~ dollars ($300~~225~~) per year for the purchase of frames and lenses or contact lenses for the Unit employee or their eligible dependents.

~~Article 17.~~Article 19.

The City shall contribute the monthly premium for a life insurance policy in the amount of twenty five thousand dollars ($25,000) for all Unit employees.

~~Article 18.~~Article 20.

A. The vacation accrual for employees in the unit shall be as follows:

LIFE INSURANCE

VACATION

YEARS/MONTHS OF SERVICE	ANNUAL ACCRUAL RATE – HOURS
0 – 5 (0-59 months)	80
6 – 7 (60-83 months)	120
8 – 10 (84-119 months)~~9~~	140~~28~~
11~~0~~ – ~~1~~4 (120-167 months)~~1~~	160~~36~~
~~12 – 13~~15+ (168 months+)	200~~144~~

B. Effective December 1, 2023, t~~T~~he maximum vacation accrual leave balance shall be 1000 hours. In November of each calendar year, all vacation ~~Unit employees shall convert all~~ hours over 800 will be paid off at the Unit employee's current hourly rate. ~~each year to a qualified 401(a) compensation plan to the maximum allowed by law. The conversion shall occur in January each year~~[LDK2]~~.~~

~~Article 19.~~Article 21.

SICK LEAVE

A. ACCRUAL

Sick leave shall accrue on an hourly basis at the rate of eight (8) hours per calendar month of service.

B. BUY BACK

In December of each calendar year, each affected unit employee may elect to be paid cash at his/her current hourly rate for each sick leave day accumulated during the following calendar year in excess of six (6) sick leave days to be paid in November of the following year. A total of one (1) year's accumulation of ninety-sick (96) hours must be on the books prior to any compensation being paid. This election is irrevocable and may not be changed once the election is made. In lieu of this buy back, Unit employees may choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.

~~In November of each calendar year, each affected Unit employee may elect to be paid cash at his/her current hourly rate for each sick leave day accumulated during the preceding calendar year in excess of six (6) sick leave days. A total of one (1) year's accumulation of ninety-six (96) hours must be on the books prior to any compensation being paid. In lieu of this buy back, Unit employees may choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.~~

C. SICK LEAVE USE UPON RETIREMENT

1. Unit employees taking service retirement under the PERS retirement plan may elect to have all sick leave accrued at the time of retirement converted to cash value at their final rate of pay and

deposited in the Post Employment Health Plan (PEHP) where it can be used for ~~applied to~~ applicable medical insurance premiums for the Unit employee and their eligible dependents ~~until said cash value is exhausted~~. ~~The cash value is subject to all applicable taxes.~~ In the event that the employee dies prior to the exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the ~~applicable insurance policy~~PEHP.

2. After completion of twenty (20) years of continuous service with the City, and upon service retirement under the PERS retirement plan, a Unit employee hired prior to March 11, 2010 may elect fully paid medical insurance under the City's medical insurance program for the Unit employee and their eligible dependents. Unit employees hired after March 11, 2010 shall not be eligible for this benefit

D. SICK LEAVE CASH OUT

Upon voluntary separation of service or layoff with the City, Unit employees with ten (10) or more years of continuous service will be eligible to cash in unused sick leave at the following formula:

YEARS OF SERVICE	PERCENT
10 – 15	**25 %**
16 – 20	**35 %**
21+	**50 %**

Unit employees electing this option shall be responsible for any and all future health premiums, i.e. Unit employees shall exercise this option in lieu of the Sick Leave Use Upon Retirement option as described in Article 19.C.1.

E. SICK LEAVE CONVERSION

Unit employees shall have the option of converting one hundred percent (100%) of individual sick leave accruals to service credit. This option shall be exercised in lieu of conversion to cash value.

~~Article 20.~~Article 22.

In the event of a death in the immediate family, a Unit employee shall be compensated with four (4) days paid leave. In addition, Unit employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the Unit employee or spouse or registered domestic partner: spouse, registered domestic partner, significant other of the employee (provided the employee shows proof of cohabitation), child (including foster child or ward of the court), parent, grandparent, brother, sister, niece, nephew, step-parent, step-children, and grandchildren. The definition of immediate family shall also include the aunt and uncle of the Unit employee only.

~~Article 21.~~Article 23.

Unit employees shall receive Executive Leave in the amount of one hundred twenty hours (120) per year. On January 1 of each calendar year, each full-time Unit employee shall be credited with one hundred twenty (120) hours of executive leave. Unit employees hired between July 1 and October 31 of any

calendar year shall be credited with sixty (60) hours of executive leave for that year, and Unit employees hired between November 1 and December 31 will not be credited with executive leave for that year. All accumulated executive leave hours not taken by December 31st of each calendar year will be forfeited.

~~Article 22.~~Article 24.

If a Unit employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth day of leave without pay and any day of leave without pay thereafter during the calendar year; sick leave and vacation accruals shall be adjusted proportionately to eliminate benefit accruals for any day a Unit employee is on leave without pay status.

LEAVE OF ABSENCE WITHOUT PAY

~~Article 23.~~Article 25.

Military leave shall be granted in accordance with applicable State and Federal law. All Unit employees entitled to military leave shall give their department head an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Copies of the Unit employee's official military orders may be requested.

MILITARY LEAVE

~~Article 24.~~Article 26.

Those holidays which shall be honored for Unit employees include:

HOLIDAYS

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Third Thursday in November
Friday after Thanksgiving Day	Third Friday in November
Christmas Eve	December 24
Christmas Day	December 25

When a holiday falls on a Saturday, Friday shall be designated as the holiday. When the holiday falls on a Sunday, Monday shall be designated as the holiday.

Banked holidays may be carried over from year to year. If a holiday falls on a Unit employee's regular day off, the employee shall bank the holiday at their regularly scheduled hours to be used at a later date

or will be entitled to take another day off during the pay period with mutual consent of the Unit employee and department head.

Unit employees are entitled to receive twenty hours of floating holidays annually. Floating holidays shall not ~~be allowed to~~ carry ~~floating holidays~~ over from one calendar year to the next. Floating holidays accrued but not taken by December 31 of each calendar year shall be paid off in January of the year following the year in which the holidays were accrued. ~~Banked holidays may be carried over from year to year. If a holiday falls on a Unit employee's regular day off, the employee shall bank the holiday at their regularly scheduled hours to be used at a later date they will receive holiday compensation at the rate of their standard work schedule or will be entitled to take another day off during the pay period with mutual consent of the Unit employee and department head.~~

~~*Article 25.*~~*Article 27.*

~~*Tuition Reimbursement*~~

Each Unit employee shall be entitled to tuition reimbursement for courses, books and other learning aids while attending an accredited school of higher learning. The course must be career related, pre-approved by the Unit employee's department head and the Unit employee must earn a passing grade to receive reimbursement.

Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. An employee shall not receive reimbursement in excess of ~~Two~~ Five Thousand dollars ($5~~2~~,000) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.

Upon the approval of the department head, a Unit employee may use up to ~~two~~five hundred ~~fifty~~ dollars ($500~~250~~) per year of their Tuition Reimbursement for attendance at a seminar or conference for the purpose of professional development.

~~*State Disability Insurance (S.D.I.)*~~

~~*Article 26.*~~*Article 28.*

The City agrees to allow members of Unit to participate in State Disability Insurance (S.D.I.) if they choose to do so at the Unit employee's expense.

~~*Personnel File*~~

~~*Article 27.*~~*Article 29.*

No material, which can reasonably be construed, interpreted, or acknowledged to be derogatory, shall be placed in a Unit employee's personnel file unless the Unit employee has been allowed to read such material and respond to it, in writing. The written response will also be placed in the personnel file.

~~*Employees Organization Rights*~~ ~~*Dues Deduction*~~

Upon request, any Unit employee shall have access to their personnel file, and shall have the right of reproduction, at cost, of their personnel file, in full or in part. No portion of a Unit employee's personnel file shall be transmitted to anyone other than the City Manager, the Human Resources Director, or Department Head.

~~*Article 28.*~~*Article 30.*

Time Off for Association Reps: The Association may designate up to seven (7) representatives to attend Association meetings on City time, including new employee orientations, provided that no designated

Unit employee shall be released for more than four (4) hours per month. The time must be scheduled in advance and the supervisor must be notified.

New Employees: The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of his/her employment.

Orientations: In accordance with Government Code §3555 3559, the City shall provide written notice to Association Representatives when a new employee is hired or promoted into the bargaining unit and provide reasonable release time for an Association Representative to meet with the new employee for the purpose of discussing membership in the Association. This new employee orientation should take place as promptly as possible on or after the first day of employment. New employees shall be advised of the potential release of personal information, identified in Demographic Reports, below, and shall have the option to request in writing to Human Resources that the City refrain from disclosing such personal information.

Demographic Reports: In accordance with Government Code §3555 3559, the City shall provide to Association Representatives the name, hire date, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the City shall also provide to Association Representatives with a list of that information for all employees in the bargaining unit at least every 120 days. The City shall provide the information identified herein regardless of whether the newly hired employee was previously employed by the City. Pursuant to Gov. Code 6254.3(c), an employee may request that the City refrain from disclosing the employee's home address, home telephone number, personal cellular telephone number, personal email address, or birth date to the Association upon written request to Human Resources.

Visits by Association Representatives: Accredited representatives of the Association will be granted reasonable access to City facilities and employees for purposes of investigation of grievances and official Association business, provided Association representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with normal operation of the department. In case of an emergency, the twenty-four (24) hour advance notice will not be required, provided the Association representative provides advance notice to the supervisor in charge as soon as reasonably possible.

Contract Negotiations: The negotiating team for the Association, to be comprised of no more than five (5) employees, shall be permitted to attend negotiating sessions during work hours with pay. There shall be no compensation for meetings held outside scheduled work hours of members of the bargaining team.

Dues Deduction: The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership forms shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction.

In accordance with SB 866, Gov't Code §1157.12, the City shall rely on a certification from the Association

Representatives requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. An Association that certifies that it has and will maintain individual employee authorizations shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The employee organization shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

The City shall direct employee requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly canceled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that information. Deductions may be revoked only pursuant to the terms of the employee's written authorization, Association Bylaws, and this MOU.

In accordance with SB 866, Gov't Code §3550-3553, the City shall not deter or discourage employees or applicants from becoming or remaining members of the Association, or from authorizing representation by the Association, or from authorizing dues or fee deductions to the Association.

~~Orientations: In accordance with Government Code §3555-3559, the City shall provide written notice to Association Representatives when a new employee is hired or promoted into the bargaining unit and provide reasonable release time for an Association Representative to meet with the new employee for the purpose of discussing membership in the Association. This new employee orientation should take place as promptly as possible on or after the first day of employment. New employees shall be advised of the potential release of personal information, identified in Demographic Reports, below, and shall have the option to request in writing to Human Resources that the City refrain from disclosing such personal information.~~

~~Demographic Reports: In accordance with Government Code §3555-3559, the City shall provide to Association Representatives the name, hire date, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the City shall also provide to Association Representatives with a list of that information for all employees in the bargaining unit at least every 120 days. The City shall provide the information identified herein regardless of whether the newly hired employee was previously employed by the City. Pursuant to Gov. Code 6254.3(c), an employee may request that the City refrain from disclosing the employee's home address, home telephone number, personal cellular telephone number, personal email address, or birth date to the Association upon written request to Human Resources.The City shall deduct one (1) month's current and periodic RAMME dues from the wages of each Unit employee who voluntarily executes and delivers to the City the payroll deduction authorization form.~~

~~The Unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a Unit employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.~~

~~In the case of a Unit employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this regard, all other legal and required deductions have priority over dues.~~

~~Article 29.~~Article 31.

Direct deposit of employee paychecks shall be available to Unit employees.

~~Article 30.~~Article 32.

Unit employees shall be classified as "exempt" from the overtime provisions of the Fair Labor Standards Act (FLSA).

DIRECT DEPOSIT

~~Article 31.~~Article 33.

FAIR LABOR STANDARDS ACT

All benefits, privileges and working conditions enjoyed by Unit employees at the present time shall remain in full force, unchanged and unaffected in any manner, during the term of this MOU unless changed by mutual consent.

PREVAILING BENEFITS

~~Article 32.~~Article 34.

If any provision of this MOU, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this MOU shall remain in full force and effect.

SAVINGS CLAUSE

~~Article 33.~~Article 35.

BILINGUAL PAY

Unit employees shall be eligible for bilingual pay in accordance with the City's Bilingual Pay Program and upon approval by the Department Head and Human Resources/Risk Management Director. Authorized employees shall receive additional compensation in the amount of one hundred dollars ($100) per month.

~~AGENCY SHOP~~

~~Article 34.~~

~~The association has an Agency Shop agreement with the City by which all members of the bargaining unit are required either to 1) pay association dues, 2) pay a service fee for association services or 3) allow their fee to be contributed to a charity of the association's choice if they are members of a religious organization which has opposition to membership in a labor organization.~~

~~DISCIPLINARY PROCEDURE~~

~~Article 35.~~Article 36.

A. The Investigatory Interview Process

Prior to any investigatory interview or consultation between a Unit employee and the Department Head or City Manager, that could reasonably be construed to result in disciplinary action against the employee, the employee shall be given notice of the interview or consultation as soon as reasonably practical, and shall be advised of his or her right to representation under this section; and upon request shall be afforded an opportunity to contact and consult privately with a representative of the Association. If requested, the employee may have an Association representative present during any such investigatory interview or consultation, and, to the extent practicable, such interviews or

consultations shall be conducted during an employee's working hours. Only those persons reasonably necessary to the conduct of the interview shall be present.

The employee or the City may elect to record any such investigatory interview or consultation, unless the parties mutually agree not to record such interview or consultation; however, in the event the City elects to record such an interview or consultation, it shall upon request provide the employee with a copy of said recording. The cost of providing a copy of the recording to the employee shall be borne by the employee.

B. Disciplinary Procedures

No non-probationary Unit employee shall be disciplined without cause. Disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions (non-probationary), reduction in pay and discharge. Oral and written reprimands may be initiated at the supervisor/Division Manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level.

1. Notice of Proposed Action

Whenever an employee is to be discharged, suspended (for more than five (5) working days) demoted (non-probationary), or reduced in step, for disciplinary purposes, written notice of at least five(5)[1] days of the proposed disciplinary action shall be given before such action is to be taken and must include:

a. Notice of proposed action;
b. Reasons for proposed action;
c. A copy of charges stating specific incidents or specific courses of conduct, e.g. as evidenced by work performance evaluations, and a copy of the written materials upon which the decision to take proposed disciplinary action is based; and
d. A notice to the employee of the right to respond in writing or orally within the five (5) day period.

In the case of a suspension of five (5) working days or less, the foregoing procedures shall be afforded the employee either before or during the suspension, or within a reasonable time thereafter.

2. Limitations and Exceptions

a. Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.
b. Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.
c. Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. The appointing authority may schedule an employee for vacation or holiday leave as the circumstances may warrant. Extraordinary circumstances include but are not limited to situations involving misappropriation of public funds or property; working while under the influence of alcohol or intoxicating drugs; open insubordination; commission

[1] Unless specifically noted to be "working days," any reference to days is calendar days.

of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of City business through willful misconduct (altercations, etc.)

d. Oral notice is insufficient as full notice for proposed disciplinary action. In extraordinary circumstances when immediate suspension, demotion, removal, or reduction in step is warranted, initial notice may be given orally. The employee should be told when the initial action is taken what the reasons for the actions are and, in addition, the employee will have an opportunity to respond in writing and/or orally to those charges. The written charges in the case of an immediate disciplinary action must be prepared as soon as possible and normally within a day or two (2) of the initial oral notice.

3. Employee's Response to Proposed Discipline

a. An employee receiving a Notice of Proposed action shall have the right to respond to the Department Head. An employee's opportunity to respond to the Department Head is not intended to be an adversary hearing. An employee has the right to have a representative of his/her own choosing at the meeting. The employee shall not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline. However, the limited nature of this response does not obviate the Department Head's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the Department Head's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.

b. The Department Head will evaluate the proposed discipline in light of the employee's response, if any. Within ten (10) days of the employee's response, or deadline for response, a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

4. City Manager Level Appeal

a. Any permanent employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal process shall not be applicable to verbal and written reprimands, probationary demotions, performance evaluations and denial of performance increases. An employee desiring to appeal the Department Head's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.

b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Head shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal meeting shall be scheduled.

c. The meeting with the City Manager shall be conducted in the same manner as the Response to Proposed Discipline set forth in paragraph 2(C) above.

d. The City Manager will evaluate the discipline in light of the employee's response, if any. Within ten (10) days of the employee's response a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

5. Advisory Arbitration

a. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.
b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

i. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
ii. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
iii. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
iv. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
v. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
vi. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first

called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

vii. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The party imposing discipline shall be permitted to make an opening statement;
2. The appealing party shall then be permitted to make an opening statement;
3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

c. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

d. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the City Manager.

e. The hearing officer's opinion and recommendation shall be filed with the City Council, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

f. Within sixty (60) days of the receipt of the hearing officer's findings, recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the

transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Council.

g. Each party shall equally bear the cost and fees of the hearing officer, the cost of facilities, the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in a hearing officer fee.
h. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Council, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Council, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
i. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

~~Article 36.~~Article 37. GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding, provisions of the Personnel Rules and Regulations, and/or written City Policy. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Appeal Procedure set forth.

B. Procedure

1. Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) days[2] after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. A supervisor shall render a verbal decision within seven (7) days of the conclusion of the informal conference.

[2] Days refer to calendar days.

2. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) days from the date of receiving the answer from his/her supervisor, file a written grievance and request a meeting with the Division Manager, if one exists, in order to discuss the grievance. The written grievance shall contain the following information:

    a. Name of grievant and job title;
    b. Department/Section;
    c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
    d. The specific provision(s) of the MOU, City Policy or Personnel rules alleged to have been violated;
    e. Requested remedy;
    f. Name of the grievant's Labor Representative, if any; and
    g. Date and signature of the grievant or Labor Representative.

3. The Division Manager shall render a decision and comments in writing and return them to the grievant within ten (10) days after receiving the written grievance.

4. If the Division Manager and employee cannot reach a solution to the grievance (or if a Division Manager does not exist), the employee may, within seven (7) days from the date of receiving the answer from the Division Manager, request, in writing, a meeting with the Department Head.

5. The Department Head shall render his/her decision in writing within fifteen (15) days of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) days from the date of the decision by the Department Head, submit a written appeal to the Human Resources Director.

6. The City Manager shall review the grievance and respond to the employee within twenty (20) days of receiving the appeal. The response shall be in writing.

7. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the Human Resources Director and received in the Human Resources office so that same is date stamped by the Human Resources office within the ten (10) day period.

8. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the grievance shall be considered conclusive as set forth in the City Manager's decision and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Director, an appeal hearing shall be established as follows:

    a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing

officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.

b. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the Human Resources Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.

c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the grievant, open the hearing to the public.

d. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the grievant does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

   i. The grievant shall be permitted to make an opening statement;
   ii. The City shall then be permitted to make an opening statement;
   iii. The grievant shall produce the evidence on his/her part; the grievant bears the burden of proof and burden of producing evidence;
   iv. The City may then open its defense and offer its evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
   v. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
   vi. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.

i. The hearing officer may recommend sustaining or rejecting any or all of the grievance.

j. The hearing officer's opinion and recommendation shall be filed with the Human Resources Director, with a copy sent to the grievant, and shall set forth his/her findings and recommendations.

k. Within sixty (60) days of the receipt of the hearing officer's findings recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the grievant's personnel file.

l. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

m. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

9. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.

10. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.

11. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the grievance. However, no employee shall absent himself/herself without first being excused by his/her supervisor.

12. No employee shall be required to be represented by an employee organization in processing a grievance.

13. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.

14. The settlement terms of a grievance which is processed by an employee individually or by a recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit.

15. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

16. A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) days after authorized representatives of the employee organization knew, or by reasonable diligence should have known, of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above. **LAYOFF PROCEDURE**

~~Article 37.~~Article 38.

A. Should the City Manager determine reductions in force to be necessary due to lack of work or for financial reasons, he/she may initiate Layoffs. Classifications to be affected and the number of Unit employees included will be determined by the City.

B. In determining the order of Layoffs, a combination of factors shall be considered, including but not limited to: qualifications, productivity, general performance, seniority with the City of Redlands, seniority in job classification, and needs of the City. Variations from the order of Layoffs and recall from Layoff may occur when the City deems such variations appropriate under the circumstances.

C. The factors the City, in its discretion, may use to determine include but are not limited to the following:

1. An employee's last four performance evaluations, if any;
2. Any history of employee commendations, awards, etc.;

3. Any history of employee disciplinary action;
4. Attendance record, including tardiness and unexcused absences;
5. Safety record, including personal injury and damage to city property;
6. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
7. Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority in the classification may be laid off first;
8. Between two regular appointees in the same classification the employee with lesser skills, abilities, qualifications, merit and\or record than may be laid off first, without regard to seniority;
9. Memoranda of Understanding ("MOU") between the City and effected bargaining units.

D. BUMPING

1. "Bumping" means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position~~, or a position in the same job family, within that employee's department~~.
2. Where two or more employees are laid off from the same position, the employee with the greatest seniority in that classification shall have the first opportunity to bump as set forth below.
3. A laid-off employee shall be entitled to bump an employee in the same position previously held by the laid off employee~~, or a position in the same job family (set forth in the applicable MOU), in accordance with the criteria specified in paragraph C of this Rule, in that employee's department~~. Alternatively, an employee may "bump" into a position in a different department which he/she held within the prior five (5) years. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job classification specification. A laid-off employee shall not bump an employee with greater skills, abilities, qualifications, merit and/or record. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications. Employees must utilize the option that places them in the highest available position.
4. The City will notify laid-off employees of any positions available for bumping. ~~Bumping shall only be available in the laid-off employee's Department.~~ Following such notification, the employee must notify the Human Resources Director in writing of his/her intent to exercise the bumping rights within seven (7) calendar days, and the position and classification in to which he/she intends to bump. Failure to provide such notification will be deemed a waiver of bumping rights by the employee.
5. Where there is more than one employee in a position available for bumping, the factors in paragraph C of this ~~Rule, or the conditions set forth in an approved Memorandum of Understanding~~Section, will be used to determine which employee, if any, will be bumped.
6. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.
7. Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified in paragraph C of this ~~Rule~~Section.

E. REINSTATEMENT FROM LAYOFF

1. The names of probationary and regular employees who have been laid off shall be placed on appropriate reemployment lists. Such names shall remain thereon for a period of one year unless such persons are sooner reemployed.
2. When a reemployment list is to be used to fill vacancies, the Human Resources Director shall certify from such lists the number of names equal to the number of vacancies. An employee who is reemployed shall receive credit for former service for purposes of seniority, benefit compensation, and salary advancement.

Employees who are laid off from City employment, may be reinstated within one year of the date of layoff upon the recommendation of the Department Head and with the approval of the Human Resources Director, to the position from which they were laid off based on their qualifications, availability, and the needs of the organization pursuant to this paragraph.

~~*Article 38.*~~*Article 39.*

The City and the Unit agree that all negotiable items have been discussed during the negotiations leading to this MOU, including salaries and benefits, and conditions of employment, and therefore the City and the Unit further agree that negotiations will not be reopened on any item during the term of this MOU, except by mutual agreement of the City and the Unit, or as expressly provided otherwise in this MOU.

ZIPPER CLAUSE

CITY OF REDLANDS		REDLANDS ASSOCIATION OF MID-MANAGEMENT EMPLOYEES - RAMME	
EDDIE TEJEDA~~PAUL T. BARICHW. FOSTER~~, MAYOR		PRESIDENT, ~~BASSAM ALZAMMAR~~MICHAEL FOSTER	DATE
ADOPTED, SIGNED AND APPROVED THIS 20 ~~5~~TH DAY OF ~~DECEMBER~~, 2023~~17~~			
		VICE PRESIDENT, ~~ROSS WITTMAN~~KEVIN JOHNSTON	DATE

ATTEST:

_____

JEANNE DONALDSON, CITY CLERK

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF REDLANDS

AND THE

REDLANDS ASSOCIATION OF

MID-MANAGEMENT EMPLOYEES

JULY 1, 2023 - JUNE 30, 2026

MEMORANDUM OF UNDERSTANDING

Between

The City of Redlands

And

Redlands Association of Mid-Management Employees

July 1, 2023 – June 30, 2026

TABLE OF CONTENTS

Article 1. Term of Memorandum of Understanding....4
Article 2. Preamble....4
Article 3. Recognition....4
Article 4. Management rights....5
Article 5. Probationary Period....5
Article 6. Salaries....6
Article 7. Retirement....6
Article 8. Deferred Compensation....7
Article 9. 401 A PLAN....7
Article 10. Uniform Allowance....7
Article 11. Education Incentive Pay....7
Article 12. Longevity Pay....8
Article 13. Insurance Adjustment....8
Article 14. Working Out Of Classification Pay....8
Article 15. Special Assignment Pay....9
Article 16. Health Insurance....9
Article 17. Dental Insurance....10
Article 18. Vision Care....10
Article 19. Life Insurance....10
Article 20. Vacation....10
Article 21. Sick Leave....10
Article 22. Bereavement Leave....11
Article 23. Executive Leave....12
Article 24. Leave Of Absence Without Pay....12
Article 25. Military Leave....12
Article 26. Holidays....12
Article 27. Tuition Reimbursement....13
Article 28. State Disability Insurance (S.D.I.)....13
Article 29. Personnel File....13
Article 30. Employees Organization Rights....13

Article 31. Direct Deposit.....15
Article 32. Fair Labor Standards Act.....15
Article 33. Prevailing Benefits.....15
Article 34. Savings Clause.....15
Article 35. Bilingual Pay.....15
Article 36. Disciplinary Procedure.....16
Article 37. Grievance Procedure.....20
Article 38. Layoff Procedure.....25
Article 39. Zipper Clause.....26

Article 1. TERM OF MEMORANDUM OF UNDERSTANDING

The City of Redlands (City) and the Redlands Association of Mid-Management Employees (RAMME) agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

Article 2. PREAMBLE

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between employees represented by The Redlands Association of Mid-Management Employees (RAMME) and the City of Redlands.

Article 3. RECOGNITION

A unit employee shall be defined as an employee of the City and assigned to the RAMME unit by the City Manager in accordance with City policies and procedures. The following classifications are assigned to the Association's Unit:

Accountant
Administrative Analyst
Adult Literacy Coordinator
Airport Supervisor
Assistant Engineer
Associate Engineer
Cemetery Manager
Civil Engineer
Construction Manager
Deputy Fire Marshal
Emergency Operations Specialist
EMS Coordinator
FCS Manager
Field Services Coordinator
Field Services Project Supervisor
Field Services Superintendent
Fleet Services Coordinator
GIS Supervisor
Grants Coordinator
Homeless Solutions Coordinator
Human Resources Analyst
Human Resources Specialist
IT Systems Supervisor
Laboratory Quality Manager
Laboratory Manager
Management Analyst
Network Engineer
Payroll Coordinator
Police Operations Coordinator

Principal Librarian
Principal Planner
Project Manager
Recreation Supervisor
Revenue Supervisor
Risk Management Specialist
Senior Planner
Solid Waste Manager
Solid Waste Supervisor
Special Collections Manager
Sr. Accountant
Sr. Civil Engineer
Sr. Librarian
Sr. Plans Examiner
Technical Services Coordinator
Utilities Customer Service Supervisor
Water Distribution Superintendent
Water Production/Maintenance Superintendent

Article 4. MANAGEMENT RIGHTS

The authority of the City includes the exclusive right to:

A. determine the mission of its constituent departments, commissions and boards, with the exception of boards or commissions granted authority under State Law, per City of Redlands Resolution 6757;
B. set standards of service;
C. determine the procedures and standards of selection for employment and promotion;
D. direct its employees;
E. take disciplinary action;
F. relieve its employees from duty because of lack of work or for other legitimate reasons;
G. maintain the efficiency of work;
H. maintain the efficiency of governmental operations;
I. determine the methods, means and personnel by which government operations are to be conducted;
J. determine the content of job classifications; and
K. Take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring over the effects that decisions on these matters may have on wages, hours and other terms and conditions of employment.

Article 5. PROBATIONARY PERIOD

Unit employees hired by the City, shall serve a probationary period of twelve (12) months. Unit employees who are promoted shall serve a probationary period of six (6) months. Probationary periods may be extended as set forth in the City's Personnel Rules and Regulations.

Article 6. SALARIES

All Unit employees will receive the following salary increases:

A. Effective the first full payroll period following July 1, 2023, all Unit employees will receive a seven percent (7%) increase to base salary.
B. Effective the first full payroll period following July 1, 2024, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.
C. Effective the first full payroll period following July 1, 2025, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.

Article 7. RETIREMENT

A. **Classic Members**

1. All "classic" unit members including those first employed on and after March 11, 2010, shall personally fund 100% of the 7% of compensation earnable as and for the individual member's normal employee PERS contribution. (The term "classic" member is defined in the Public Employee's Pension Reform Act of 2013 ("PEPRA.")

   All "classic" member normal contributions required to be paid by the member, whether paid by the employer or the member, shall be credited to the member's CalPERS account.

   Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

   To the extent that this MOU mandates payment by the City of a part of the above "classic" unit member's normal employee PERS contribution, the City shall make said payments on a pre-tax basis to the extent authorized to do so by the IRS and the Franchise Tax Board.

2. The City shall continue to include in this contract with CalPERS, the following provisions:

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA

B. **New Members**

1. The Public Employee's Pension Reform Act of 2013 – "PEPRA" (signed by the Governor on 09/07/12,) shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of this MOU, as described below.

2. Unit employees who are "new members" as defined in the PEPRA, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is

enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)

3. Unit employees who are "new members," as defined in the PEPRA, on and after January 1, 2013, shall be enrolled in the retirement plan of 2%@62 (Government Code section 7522.20(a), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

Article 8. DEFERRED COMPENSATION

The City will provide a 457 (b) deferred compensation plan to Unit employees. Unit employees may make voluntary contributions to the 457 (b) plan up to the maximum allowed by law. Participation by Unit employees is optional and all costs shall be borne by the participating employee.

Article 9. 401 A PLAN

City shall pay the cost to administer a 401 A Retirement Plan. The City agrees to make a contribution in January of each year, on behalf of each Unit employee in the amount of one thousand two hundred dollars ($1,200) per year to the City's 401(a) deferred compensation plan. For new Unit employees, and employees transferring into the Unit, the amount shall be prorated on a monthly basis for period of service within Unit.

Upon retirement from the City, Unit employees shall deposit the cash value of vacation leave, floating holidays, and eligible sick leave into the 401(a) deferred compensation account in the maximum amount allowable by the IRS.

Article 10. UNIFORM ALLOWANCE

A. The Deputy Fire Marshall and Emergency Services Coordinator shall receive a uniform allowance of one thousand one hundred dollars ($1,100) per year. Two checks of five hundred fifty dollars ($550) each shall be issued each year, one in July and one in January.

B. The City will provide a required footwear allowance in the amount of one hundred and fifty dollars ($150) to be paid in July of each year to the following classifications: Construction Manager, Deputy Fire Marshal, Laboratory Quality Manager, Field Services Coordinator, Field Services Project Supervisor, Laboratory Manager, Water Production Maintenance Superintendent, Water Distribution Superintendent, and Fleet Services Coordinator.

Article 11. EDUCATION INCENTIVE PAY

Employees will qualify for a three percent (3%) increase in base salary upon submitting satisfactory proof of a Master or Doctoral degree (i.e., official transcripts) where such degree is not required as part of the employee's minimum job qualifications. If a Master's degree is required as part of the employee's minimum job qualifications, the employee will only be eligible for education incentive pay upon submitting satisfactory proof of a Doctoral degree.

Article 12. LONGEVITY PAY

A. Employees with fifteen (15) years continuous service with the City, shall advance to Step "5" on the salary schedule which shall be a minimum of three percent (3%) higher than Step "4," effective at the beginning of the pay period closest to completion of their fifteenth (15th) year of service.

B. Employees with twenty (20) years continuous service with the City, shall advance to Step "6" on the salary schedule which shall be a minimum of two percent (2%) higher than Step "5," effective at the beginning of the pay period closest to completion of their twentieth (20th) year of service.

C. In the event that an employee is not at Step 4 when he/she is eligible for Step 5, at the completion of fifteen (15) years of service, the Unit employee will advance to the next step in their salary range, and continue to advance within the range based on merit until the employee reaches Step 5.

D. In the event that an employee is not at Step 5 when he/she is eligible for Step 6, at the completion of twenty (20) years of service, the Unit employee will advance to the next step in their salary range, and continue to advance within the range based on merit until the employee reaches Step 6.

Article 13. INSURANCE ADJUSTMENT

The City agrees to pay each Unit employee a cash payment in the amount of one hundred fifty dollars ($150) to offset the co-payments and deductibles payable under their medical insurance plan. This insurance adjustment shall be pro-rated at twelve dollars and fifty cents ($12.50) per month.

Article 14. WORKING OUT OF CLASSIFICATION PAY

Whenever the needs of the City require a Unit employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed, said employee shall be entitled to receive out of classification pay for the period of time that the employee works out of classification. Employees approved to work out of class shall be placed at Step 0 of the classification in which they are working. If Step 0 does not provide a five-percent (5%) increase, the employee will be placed at the step on the range that provides a 5% increase. Placement will not exceed Step 4 of the range.

In order to receive out of classification pay the following provisions must occur:

A. A vacancy or absence must exist for out of classification pay to be paid.
B. The employee receiving out of classification pay must perform essentially all of the functions of the higher classification in order to receive compensation.
C. The employee shall meet the minimum qualifications for the higher classification in order to be eligible for out of classification pay.
D. The employee shall have completed five (5) consecutive full work days in the higher classification and shall then be eligible for out of classification pay commencing with the sixth (6th) consecutive day working out of classification and continuing for all consecutive days worked thereafter.

Working out of class pay will only be authorized upon recommendation to the Human Resources/Risk Management Director by the Department Director, and will require a Personnel Action Form with supporting documentation justifying the assignment.

Article 15. SPECIAL ASSIGNMENT PAY

Special assignment pay will only be authorized upon recommendation to the City Manager by the Department Head and will require a Personnel Action Form with supporting documentation justifying the special assignment. Unit employees performing in a capacity beyond the normal scope of their duties, and with increased and direct responsibility and personal liability for City operations shall be eligible for Special Assignment Pay. Special Assignment Pay shall be at a flat rate not to exceed ten percent (10%) of base salary. Special Assignment Pay will only be authorized upon Department Head recommendation, Human Resources Director concurrence and City Manager approval.

Article 16. HEALTH INSURANCE

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, 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 amounts:

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION EFFECTIVE JULY 1, 2023	EFFECTIVE JANUARY 1, 2024	EFFECTIVE JANUARY 1, 2025
Employee Only:	$750	$775	$800
Employee Plus One Dependent:	$1,500	$1,550	$1,600
Employee plus Two or more Dependents:	$1,950	$2,025	$2,100

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post employment health plan.

C. The City agrees to provide a stipend of $350.00 on a monthly basis for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

D. **RETIREE INSURANCE BENEFITS**

1. For all unit members who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.
2. After completion of twenty (20) years of continuous service with the City, and upon service retirement under the CalPERS retirement plan, a Unit employee hired prior to March 11, 2010 who qualifies as an annuitant under PEMHCA may elect to receive as a City contribution to a retiree health savings account the difference between the PEMHCA minimum and the cost of fully paid medical insurance under the City's medical insurance program for the Unit employee and their eligible dependents. Unit employees hired on or after March 11, 2010 are not eligible for this benefit.

3. Unit members with ten (10) years of continuous employment with the City who concurrently retire from the City and the CalPERS system who qualify as an annuitant under PEMHCA may elect

to receive the "Medical Bridge." Under the "Medical Bridge," the City will contribute the difference between the PEMHCA minimum and the cost of single party coverage for the retired unit member only for the lowest cost medical and dental insurance plans as provided by the City to its then existing Unit members until the member reaches the age of Medicare eligibility at which time the benefit will cease and unit members will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge can select higher cost plans offered by the City to its then existing members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the Unit member and not by the City.

Article 17. DENTAL INSURANCE

The City agrees to pay the full monthly premium for dental insurance under the City's dental plan or its equivalent for each Unit employee and all eligible dependents.

Article 18. VISION CARE

The City shall reimburse Unit employees an amount up to three hundred dollars ($300) per year for the purchase of frames and lenses or contact lenses for the Unit employee or their eligible dependents.

Article 19. LIFE INSURANCE

The City shall contribute the monthly premium for a life insurance policy in the amount of twenty five thousand dollars ($25,000) for all Unit employees.

Article 20. VACATION

A. The vacation accrual for employees in the unit shall be as follows:

YEARS/MONTHS OF SERVICE	ANNUAL ACCRUAL RATE – HOURS
0 – 5 (0-59 months)	80
6 – 7 (60-83 months)	120
8 – 10 (84-119 months)	140
11–14 (120-167 months)	160
15+ (168 months+)	200

B. Effective December 1, 2023, the maximum vacation accrual leave balance shall be 1000 hours. In November of each calendar year, all vacation hours over 800 will be paid off at the Unit employee's current hourly rate.

Article 21. SICK LEAVE

A. ACCRUAL
Sick leave shall accrue on an hourly basis at the rate of eight (8) hours per calendar month of service.

B. BUY BACK

In December of each calendar year, each affected unit employee may elect to be paid cash at his/her current hourly rate for each sick leave day accumulated during the following calendar year in excess

of six (6) sick leave days to be paid in November of the following year. A total of one (1) year's accumulation of ninety-sick (96) hours must be on the books prior to any compensation being paid. This election is irrevocable and may not be changed once the election is made. In lieu of this buy back, Unit employees may choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.

C. SICK LEAVE USE UPON RETIREMENT

1. Unit employees taking service retirement under the PERS retirement plan may elect to have all sick leave accrued at the time of retirement converted to cash value at their final rate of pay and deposited in the Post Employment Health Plan (PEHP) where it can be used for applicable medical insurance premiums for the Unit employee and their eligible dependents. In the event that the employee dies prior to the exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.

2. After completion of twenty (20) years of continuous service with the City, and upon service retirement under the PERS retirement plan, a Unit employee hired prior to March 11, 2010 may elect fully paid medical insurance under the City's medical insurance program for the Unit employee and their eligible dependents. Unit employees hired after March 11, 2010 shall not be eligible for this benefit

D. SICK LEAVE CASH OUT

Upon voluntary separation of service or layoff with the City, Unit employees with ten (10) or more years of continuous service will be eligible to cash in unused sick leave at the following formula:

YEARS OF SERVICE	PERCENT
10 – 15	**25 %**
16 – 20	**35 %**
21+	**50 %**

Unit employees electing this option shall be responsible for any and all future health premiums, i.e. Unit employees shall exercise this option in lieu of the Sick Leave Use Upon Retirement option as described in Article 19.C.1.

E. SICK LEAVE CONVERSION

Unit employees shall have the option of converting one hundred percent (100%) of individual sick leave accruals to service credit. This option shall be exercised in lieu of conversion to cash value.

Article 22. BEREAVEMENT LEAVE

In the event of a death in the immediate family, a Unit employee shall be compensated with four (4) days paid leave. In addition, Unit employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the Unit employee or spouse or registered domestic partner: spouse, registered domestic partner, significant other of the employee (provided the employee shows proof of cohabitation), child (including foster child

or ward of the court), parent, grandparent, brother, sister, niece, nephew, step-parent, step-children, and grandchildren. The definition of immediate family shall also include the aunt and uncle of the Unit employee only.

Article 23. EXECUTIVE LEAVE

Unit employees shall receive Executive Leave in the amount of one hundred twenty hours (120) per year. On January 1 of each calendar year, each full-time Unit employee shall be credited with one hundred twenty (120) hours of executive leave. Unit employees hired between July 1 and October 31 of any calendar year shall be credited with sixty (60) hours of executive leave for that year, and Unit employees hired between November 1 and December 31 will not be credited with executive leave for that year. All accumulated executive leave hours not taken by December 31st of each calendar year will be forfeited.

Article 24. LEAVE OF ABSENCE WITHOUT PAY

If a Unit employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth day of leave without pay and any day of leave without pay thereafter during the calendar year; sick leave and vacation accruals shall be adjusted proportionately to eliminate benefit accruals for any day a Unit employee is on leave without pay status.

Article 25. MILITARY LEAVE

Military leave shall be granted in accordance with applicable State and Federal law. All Unit employees entitled to military leave shall give their department head an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Copies of the Unit employee's official military orders may be requested.

Article 26. HOLIDAYS

Those holidays which shall be honored for Unit employees include:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Third Thursday in November
Friday after Thanksgiving Day	Third Friday in November
Christmas Eve	December 24
Christmas Day	December 25

When a holiday falls on a Saturday, Friday shall be designated as the holiday. When the holiday falls on a Sunday, Monday shall be designated as the holiday.

Banked holidays may be carried over from year to year. If a holiday falls on a Unit employee's regular day off, the employee shall bank the holiday at their regularly scheduled hours to be used at a later date or will be entitled to take another day off during the pay period with mutual consent of the Unit employee and department head.

Unit employees are entitled to receive twenty hours of floating holidays annually. Floating holidays shall not carry over from one calendar year to the next. Floating holidays accrued but not taken by December 31 of each calendar year shall be paid off in January of the year following the year in which the holidays were accrued.

Article 27. TUITION REIMBURSEMENT

Each Unit employee shall be entitled to tuition reimbursement for courses, books and other learning aids while attending an accredited school of higher learning. The course must be career related, pre-approved by the Unit employee's department head and the Unit employee must earn a passing grade to receive reimbursement.

Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. An employee shall not receive reimbursement in excess of Five Thousand dollars ($5,000) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.

Upon the approval of the department head, a Unit employee may use up to five hundred dollars ($500) per year of their Tuition Reimbursement for attendance at a seminar or conference for the purpose of professional development.

Article 28. STATE DISABILITY INSURANCE (S.D.I.)

The City agrees to allow members of Unit to participate in State Disability Insurance (S.D.I.) if they choose to do so at the Unit employee's expense.

Article 29. PERSONNEL FILE

No material, which can reasonably be construed, interpreted, or acknowledged to be derogatory, shall be placed in a Unit employee's personnel file unless the Unit employee has been allowed to read such material and respond to it, in writing. The written response will also be placed in the personnel file.

Upon request, any Unit employee shall have access to their personnel file, and shall have the right of reproduction, at cost, of their personnel file, in full or in part. No portion of a Unit employee's personnel file shall be transmitted to anyone other than the City Manager, the Human Resources Director, or Department Head.

Article 30. EMPLOYEES ORGANIZATION RIGHTS

Time Off for Association Reps: The Association may designate up to seven (7) representatives to attend

Association meetings on City time, including new employee orientations, provided that no designated Unit employee shall be released for more than four (4) hours per month. The time must be scheduled in advance and the supervisor must be notified.

New Employees: The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of his/her employment.

Orientations: In accordance with Government Code §3555 3559, the City shall provide written notice to Association Representatives when a new employee is hired or promoted into the bargaining unit and provide reasonable release time for an Association Representative to meet with the new employee for the purpose of discussing membership in the Association. This new employee orientation should take place as promptly as possible on or after the first day of employment. New employees shall be advised of the potential release of personal information, identified in Demographic Reports, below, and shall have the option to request in writing to Human Resources that the City refrain from disclosing such personal information.

Demographic Reports: In accordance with Government Code §3555 3559, the City shall provide to Association Representatives the name, hire date, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the City shall also provide to Association Representatives with a list of that information for all employees in the bargaining unit at least every 120 days. The City shall provide the information identified herein regardless of whether the newly hired employee was previously employed by the City. Pursuant to Gov. Code 6254.3(c), an employee may request that the City refrain from disclosing the employee's home address, home telephone number, personal cellular telephone number, personal email address, or birth date to the Association upon written request to Human Resources.

Visits by Association Representatives: Accredited representatives of the Association will be granted reasonable access to City facilities and employees for purposes of investigation of grievances and official Association business, provided Association representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with normal operation of the department. In case of an emergency, the twenty-four (24) hour advance notice will not be required, provided the Association representative provides advance notice to the supervisor in charge as soon as reasonably possible.

Contract Negotiations: The negotiating team for the Association, to be comprised of no more than five(5) employees, shall be permitted to attend negotiating sessions during work hours with pay. There shall be no compensation for meetings held outside scheduled work hours of members of the bargaining team.

Dues Deduction: The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership forms shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction.

In accordance with SB 866, Gov't Code §1157.12, the City shall rely on a certification from the Association Representatives requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. An Association that certifies that it has and will maintain individual employee authorizations shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The employee organization shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

The City shall direct employee requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly canceled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that information. Deductions may be revoked only pursuant to the terms of the employee's written authorization, Association Bylaws, and this MOU.

In accordance with SB 866, Gov't Code §3550-3553, the City shall not deter or discourage employees or applicants from becoming or remaining members of the Association, or from authorizing representation by the Association, or from authorizing dues or fee deductions to the Association.

Article 31. DIRECT DEPOSIT

Direct deposit of employee paychecks shall be available to Unit employees.

Article 32. FAIR LABOR STANDARDS ACT

Unit employees shall be classified as "exempt" from the overtime provisions of the Fair Labor Standards Act (FLSA).

Article 33. PREVAILING BENEFITS

All benefits, privileges and working conditions enjoyed by Unit employees at the present time shall remain in full force, unchanged and unaffected in any manner, during the term of this MOU unless changed by mutual consent.

Article 34. SAVINGS CLAUSE

If any provision of this MOU, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this MOU shall remain in full force and effect.

Article 35. BILINGUAL PAY

Unit employees shall be eligible for bilingual pay in accordance with the City's Bilingual Pay Program and upon approval by the Department Head and Human Resources/Risk Management Director. Authorized employees shall receive additional compensation in the amount of one hundred dollars ($100) per month.

Article 36. DISCIPLINARY PROCEDURE

A. The Investigatory Interview Process

Prior to any investigatory interview or consultation between a Unit employee and the Department Head or City Manager, that could reasonably be construed to result in disciplinary action against the employee, the employee shall be given notice of the interview or consultation as soon as reasonably practical, and shall be advised of his or her right to representation under this section; and upon request shall be afforded an opportunity to contact and consult privately with a representative of the Association. If requested, the employee may have an Association representative present during any such investigatory interview or consultation, and, to the extent practicable, such interviews or consultations shall be conducted during an employee's working hours. Only those persons reasonably necessary to the conduct of the interview shall be present.

The employee or the City may elect to record any such investigatory interview or consultation, unless the parties mutually agree not to record such interview or consultation; however, in the event the City elects to record such an interview or consultation, it shall upon request provide the employee with a copy of said recording. The cost of providing a copy of the recording to the employee shall be borne by the employee.

B. Disciplinary Procedures

No non-probationary Unit employee shall be disciplined without cause. Disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions (non-probationary), reduction in pay and discharge. Oral and written reprimands may be initiated at the supervisor/Division Manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level.

1. Notice of Proposed Action

Whenever an employee is to be discharged, suspended (for more than five (5) working days) demoted (non-probationary), or reduced in step, for disciplinary purposes, written notice of at least five(5)[1] days of the proposed disciplinary action shall be given before such action is to be taken and must include:

a. Notice of proposed action;
b. Reasons for proposed action;
c. A copy of charges stating specific incidents or specific courses of conduct, e.g. as evidenced by work performance evaluations, and a copy of the written materials upon which the decision to take proposed disciplinary action is based; and
d. A notice to the employee of the right to respond in writing or orally within the five (5) day period.

In the case of a suspension of five (5) working days or less, the foregoing procedures shall be afforded the employee either before or during the suspension, or within a reasonable time thereafter.

[1] Unless specifically noted to be "working days," any reference to days is calendar days.

2. Limitations and Exceptions

   a. Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.
   b. Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.
   c. Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. The appointing authority may schedule an employee for vacation or holiday leave as the circumstances may warrant. Extraordinary circumstances include but are not limited to situations involving misappropriation of public funds or property; working while under the influence of alcohol or intoxicating drugs; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of City business through willful misconduct (altercations, etc.)
   d. Oral notice is insufficient as full notice for proposed disciplinary action. In extraordinary circumstances when immediate suspension, demotion, removal, or reduction in step is warranted, initial notice may be given orally. The employee should be told when the initial action is taken what the reasons for the actions are and, in addition, the employee will have an opportunity to respond in writing and/or orally to those charges. The written charges in the case of an immediate disciplinary action must be prepared as soon as possible and normally within a day or two (2) of the initial oral notice.

3. Employee's Response to Proposed Discipline

   a. An employee receiving a Notice of Proposed action shall have the right to respond to the Department Head. An employee's opportunity to respond to the Department Head is not intended to be an adversary hearing. An employee has the right to have a representative of his/her own choosing at the meeting. The employee shall not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline. However, the limited nature of this response does not obviate the Department Head's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the Department Head's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.
   b. The Department Head will evaluate the proposed discipline in light of the employee's response, if any. Within ten (10) days of the employee's response, or deadline for response, a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

4. City Manager Level Appeal

   a. Any permanent employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal process shall not be applicable to verbal and written reprimands, probationary demotions, performance evaluations and denial of performance increases. An employee desiring to appeal the Department Head's decision shall have ten (10) days after receipt of the response

to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.

b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Head shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal meeting shall be scheduled.
c. The meeting with the City Manager shall be conducted in the same manner as the Response to Proposed Discipline set forth in paragraph 2(C) above.
d. The City Manager will evaluate the discipline in light of the employee's response, if any. Within ten (10) days of the employee's response a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

5. Advisory Arbitration

a. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.
b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

    i. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
    ii. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
    iii. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
    iv. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
    v. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may

be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

vi. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

vii. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The party imposing discipline shall be permitted to make an opening statement;
2. The appealing party shall then be permitted to make an opening statement;
3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

c. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

d. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the City Manager.

e. The hearing officer's opinion and recommendation shall be filed with the City Council, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

f. Within sixty (60) days of the receipt of the hearing officer's findings, recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Council.

g. Each party shall equally bear the cost and fees of the hearing officer, the cost of facilities, the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in a hearing officer fee.

h. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Council, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Council, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

i. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

Article 37. GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding, provisions of the Personnel Rules and Regulations, and/or written City Policy. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Appeal Procedure set forth.

B. Procedure

1. Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) days[2] after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. A supervisor shall render a verbal decision within seven (7) days of the conclusion of the informal conference.

2. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) days from the date of receiving the answer from his/her supervisor, file a written grievance and request a meeting with the Division Manager, if one exists, in order to discuss the grievance. The written grievance shall contain the following information:

    a. Name of grievant and job title;
    b. Department/Section;
    c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
    d. The specific provision(s) of the MOU, City Policy or Personnel rules alleged to have been violated;
    e. Requested remedy;
    f. Name of the grievant's Labor Representative, if any; and
    g. Date and signature of the grievant or Labor Representative.

3. The Division Manager shall render a decision and comments in writing and return them to the grievant within ten (10) days after receiving the written grievance.

4. If the Division Manager and employee cannot reach a solution to the grievance (or if a Division Manager does not exist), the employee may, within seven (7) days from the date of receiving the answer from the Division Manager, request, in writing, a meeting with the Department Head.

5. The Department Head shall render his/her decision in writing within fifteen (15) days of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) days from the date of the decision by the Department Head, submit a written appeal to the Human Resources Director.

6. The City Manager shall review the grievance and respond to the employee within twenty (20) days of receiving the appeal. The response shall be in writing.

7. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the

[2] Days refer to calendar days.

Human Resources Director and received in the Human Resources office so that same is date stamped by the Human Resources office within the ten (10) day period.

8. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the grievance shall be considered conclusive as set forth in the City Manager's decision and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Director, an appeal hearing shall be established as follows:

   a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
   b. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the Human Resources Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
   c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the grievant, open the hearing to the public.
   d. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
   e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
   f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the grievant does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

   i. The grievant shall be permitted to make an opening statement;
   ii. The City shall then be permitted to make an opening statement;
   iii. The grievant shall produce the evidence on his/her part; the grievant bears the burden of proof and burden of producing evidence;
   iv. The City may then open its defense and offer its evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
   v. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
   vi. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.

i. The hearing officer may recommend sustaining or rejecting any or all of the grievance.

j. The hearing officer's opinion and recommendation shall be filed with the Human Resources Director, with a copy sent to the grievant, and shall set forth his/her findings and recommendations.

k. Within sixty (60) days of the receipt of the hearing officer's findings recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the grievant's personnel file.

l. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

m. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

9. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.

10. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.

11. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the grievance. However, no employee shall absent himself/herself without first being excused by his/her supervisor.

12. No employee shall be required to be represented by an employee organization in processing a grievance.

13. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.

14. The settlement terms of a grievance which is processed by an employee individually or by a recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit.

15. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

16. A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) days after authorized representatives of the employee organization knew, or by reasonable diligence should have known, of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

Article 38. LAYOFF PROCEDURE

A. Should the City Manager determine reductions in force to be necessary due to lack of work or for financial reasons, he/she may initiate Layoffs. Classifications to be affected and the number of Unit employees included will be determined by the City.

B. In determining the order of Layoffs, a combination of factors shall be considered, including but not limited to: qualifications, productivity, general performance, seniority with the City of Redlands, seniority in job classification, and needs of the City. Variations from the order of Layoffs and recall from Layoff may occur when the City deems such variations appropriate under the circumstances.

C. The factors the City, in its discretion, may use to determine include but are not limited to the following:

1. An employee's last four performance evaluations, if any;
2. Any history of employee commendations, awards, etc.;
3. Any history of employee disciplinary action;
4. Attendance record, including tardiness and unexcused absences;
5. Safety record, including personal injury and damage to city property;
6. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
7. Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority in the classification may be laid off first;
8. Between two regular appointees in the same classification the employee with lesser skills, abilities, qualifications, merit and\or record than may be laid off first, without regard to seniority;
9. Memoranda of Understanding ("MOU") between the City and effected bargaining units.

D. BUMPING

1. “Bumping” means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position.
2. Where two or more employees are laid off from the same position, the employee with the greatest seniority in that classification shall have the first opportunity to bump as set forth below.
3. A laid-off employee shall be entitled to bump an employee in the same position previously held by the laid off employee. Alternatively, an employee may "bump" into a position in a different department which he/she held within the prior five (5) years. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job classification specification. A laid-off employee shall not bump an employee with greater skills, abilities, qualifications, merit and/or record. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications. Employees must utilize the option that places them in the highest available position.
4. The City will notify laid-off employees of any positions available for bumping. Following such notification, the employee must notify the Human Resources Director in writing of his/her intent to exercise the bumping rights within seven (7) calendar days, and the position and classification in to which he/she intends to bump. Failure to provide such notification will be deemed a waiver of bumping rights by the employee.

5. Where there is more than one employee in a position available for bumping, the factors in paragraph C of this Section, will be used to determine which employee, if any, will be bumped.
6. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.
7. Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified in paragraph C of this Section.

E. REINSTATEMENT FROM LAYOFF

1. The names of probationary and regular employees who have been laid off shall be placed on appropriate reemployment lists. Such names shall remain thereon for a period of one year unless such persons are sooner reemployed.
2. When a reemployment list is to be used to fill vacancies, the Human Resources Director shall certify from such lists the number of names equal to the number of vacancies. An employee who is reemployed shall receive credit for former service for purposes of seniority, benefit compensation, and salary advancement.

Employees who are laid off from City employment, may be reinstated within one year of the date of layoff upon the recommendation of the Department Head and with the approval of the Human Resources Director, to the position from which they were laid off based on their qualifications, availability, and the needs of the organization pursuant to this paragraph.

Article 39. ZIPPER CLAUSE

The City and the Unit agree that all negotiable items have been discussed during the negotiations leading to this MOU, including salaries and benefits, and conditions of employment, and therefore the City and the Unit further agree that negotiations will not be reopened on any item during the term of this MOU, except by mutual agreement of the City and the Unit, or as expressly provided otherwise in this MOU.

CITY OF REDLANDS		REDLANDS ASSOCIATION OF MID-MANAGEMENT EMPLOYEES - RAMME	
EDDIE TEJEDA, MAYOR		PRESIDENT, MICHAEL FOSTER	DATE
ADOPTED, SIGNED AND APPROVED THIS 20 TH DAY OF, 2023			
		VICE PRESIDENT, KEVIN JOHNSTON	DATE

ATTEST:

_____

JEANNE DONALDSON, CITY CLERK

Employee Units Included:
Redlands Professional Police Officers Association
Redlands Association of Safety Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity)	6 (Longevity)
Police Officer	P60	HOURLY	35.166	36.924	38.770	40.709	42.744	44.881	46.228
		MONTHLY	6095	6400	6720	7056	**7409**	7779	8013
		ANNUAL	73145	76802	80642	84674	88908	93353	96154
Police Corporal	P64	HOURLY	39.708	41.693	43.778	45.967	48.265	50.679	52.199
		MONTHLY	6883	7227	7588	7968	**8366**	8784	9048
		ANNUAL	82593	86722	91059	95611	100392	105412	108574
Police Sergeant	P70	HOURLY	47.350	49.717	52.203	54.813	57.554	60.432	62.244
		MONTHLY	8207	8618	9049	9501	**9976**	10475	10789
		ANNUAL	98487	103412	108582	114011	119712	125698	129469
Police Commander	P81	HOURLY	69.534	73.011	76.661	80.495	84.519	88.745	
		MONTHLY	12053	12655	13288	13952	**14650**	15383	
		ANNUAL	144631	151863	159456	167429	175800	184590	
Deputy Chief	P85	HOURLY	78.780	82.719	86.855	91.198	95.758	100.546	
		MONTHLY	13655	14338	15055	15808	**16598**	17428	
		ANNUAL	163863	172056	180659	189691	199176	209135	

*Due to rounding, salary schedules are close approximations of actual salary

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM27	E	HOURLY	30.233	31.745	33.332	34.998	36.748	37.851	38.608
		MONTHLY	5240	5502	5778	6066	**6370**	6561	6692
		ANNUAL	62885	66029	69330	72797	76437	78730	80304
MM28	E	HOURLY	30.535	32.062	33.665	35.348	37.116	38.229	38.994
		MONTHLY	5293	5557	5835	6127	**6433**	6626	6759
		ANNUAL	63513	66689	70023	73525	77201	79517	81107
MM29	E	HOURLY	30.841	32.383	34.002	35.702	37.487	38.612	39.384
		MONTHLY	5346	5613	5894	6188	**6498**	6693	6827
		ANNUAL	64148	67356	70724	74260	77973	80312	81918
MM30	E	HOURLY	31.149	32.706	34.342	36.059	37.862	38.998	39.778
		MONTHLY	5399	5669	5953	6250	**6563**	6760	6895
		ANNUAL	64790	68029	71431	75002	78753	81115	82738
MM31	E	HOURLY	31.461	33.034	34.685	36.419	38.240	39.388	40.175
		MONTHLY	5453	5726	6012	6313	**6628**	6827	6964
		ANNUAL	65438	68710	72145	75753	79540	81926	83565
MM32	E	HOURLY	31.775	33.364	35.032	36.784	38.623	39.782	40.577
		MONTHLY	5508	5783	6072	6376	**6695**	6895	7033
		ANNUAL	66092	69397	72867	76510	80336	82746	84401
MM33	E	HOURLY	32.093	33.698	35.382	37.152	39.009	40.179	40.983
		MONTHLY	5563	5841	6133	6440	**6762**	6964	7104
		ANNUAL	66753	70091	73595	77275	81139	83573	85245
MM34	E	HOURLY	32.414	34.034	35.736	37.523	39.399	40.581	41.393
		MONTHLY	5618	5899	6194	6504	**6829**	7034	7175
		ANNUAL	67421	70792	74331	78048	81950	84409	86097
MM35	E	HOURLY	32.738	34.375	36.094	37.898	39.793	40.987	41.807
		MONTHLY	5675	5958	6256	6569	**6897**	7104	7246
		ANNUAL	68095	71500	75075	78828	82770	85253	86958
MM36	E	HOURLY	33.065	34.719	36.455	38.277	40.191	41.397	42.225
		MONTHLY	5731	6018	6319	6635	**6966**	7175	7319
		ANNUAL	68776	72215	75825	79617	83597	86105	87828
MM37	E	HOURLY	33.396	35.066	36.819	38.660	40.593	41.811	42.647
		MONTHLY	5789	6078	6382	6701	**7036**	7247	7392
		ANNUAL	69464	72937	76584	80413	84433	86966	88706
MM38	E	HOURLY	33.730	35.416	37.187	39.047	40.999	42.229	43.073
		MONTHLY	5847	6139	6446	6768	**7106**	7320	7466
		ANNUAL	70158	73666	77349	81217	85278	87836	89593
MM39	E	HOURLY	34.067	35.771	37.559	39.437	41.409	42.651	43.504
		MONTHLY	5905	6200	6510	6836	**7178**	7393	7541
		ANNUAL	70860	74403	78123	82029	86131	88715	90489
MM40	E	HOURLY	34.408	36.128	37.935	39.831	41.823	43.078	43.939
		MONTHLY	5964	6262	6575	6904	**7249**	7467	7616
		ANNUAL	71568	75147	78904	82849	86992	89602	91394
MM41	E	HOURLY	34.752	36.490	38.314	40.230	42.241	43.508	44.379
		MONTHLY	6024	6325	6641	6973	**7322**	7541	7692
		ANNUAL	72284	75898	79693	83678	87862	90498	92308
MM42	E	HOURLY	35.100	36.854	38.697	40.632	42.664	43.944	44.822
		MONTHLY	6084	6388	6708	7043	**7395**	7617	7769
		ANNUAL	73007	76657	80490	84515	88740	91403	93231
MM43	E	HOURLY	35.450	37.223	39.084	41.038	43.090	44.383	45.271
		MONTHLY	6145	6452	6775	7113	**7469**	7693	7847
		ANNUAL	73737	77424	81295	85360	89628	92317	94163

*Due to rounding, salary schedules are a close approximation of actual salary.

Emplolyee Units Included:
Redlands Association of Mid-Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM44	E	HOURLY	35.805	37.595	39.475	41.449	43.521	44.827	45.723
		MONTHLY	6206	6517	6842	7184	**7544**	7770	7925
		ANNUAL	74474	78198	82108	86213	90524	93240	95105
MM45	E	HOURLY	36.163	37.971	39.870	41.863	43.956	45.275	46.181
		MONTHLY	6268	6582	6911	7256	**7619**	7848	8005
		ANNUAL	75219	78980	82929	87076	91429	94172	96056
MM46	E	HOURLY	36.525	38.351	40.268	42.282	44.396	45.728	46.642
		MONTHLY	6331	6647	6980	7329	**7695**	7926	8085
		ANNUAL	75971	79770	83758	87946	92344	95114	97016
MM47	E	HOURLY	36.890	38.734	40.671	42.705	44.840	46.185	47.109
		MONTHLY	6394	6714	7050	7402	**7772**	8005	8166
		ANNUAL	76731	80568	84596	88826	93267	96065	97986
MM48	E	HOURLY	37.259	39.122	41.078	43.132	45.288	46.647	47.580
		MONTHLY	6458	6781	7120	7476	**7850**	8085	8247
		ANNUAL	77498	81373	85442	89714	94200	97026	98966
MM49	E	HOURLY	37.631	39.513	41.489	43.563	45.741	47.113	48.056
		MONTHLY	6523	6849	7191	7551	**7928**	8166	8330
		ANNUAL	78273	82187	86296	90611	95142	97996	99956
MM50	E	HOURLY	38.008	39.908	41.904	43.999	46.199	47.585	48.536
		MONTHLY	6588	6917	7263	7626	**8008**	8248	8413
		ANNUAL	79056	83009	87159	91517	96093	98976	100955
MM51	E	HOURLY	38.388	40.307	42.323	44.439	46.661	48.060	49.022
		MONTHLY	6654	6987	7336	7703	**8088**	8330	8497
		ANNUAL	79847	83839	88031	92432	97054	99966	101965
MM52	E	HOURLY	38.772	40.710	42.746	44.883	47.127	48.541	49.512
		MONTHLY	6720	7056	7409	7780	**8169**	8414	8582
		ANNUAL	80645	84677	88911	93357	98025	100965	102985
MM53	E	HOURLY	39.159	41.117	43.173	45.332	47.599	49.026	50.007
		MONTHLY	6788	7127	7483	7858	**8250**	8498	8668
		ANNUAL	81452	85524	89800	94290	99005	101975	104015
MM54	E	HOURLY	39.551	41.529	43.605	45.785	48.074	49.517	50.507
		MONTHLY	6856	7198	7558	7936	**8333**	8583	8755
		ANNUAL	82266	86379	90698	95233	99995	102995	105055
MM55	E	HOURLY	39.947	41.944	44.041	46.243	48.555	50.012	51.012
		MONTHLY	6924	7270	7634	8015	**8416**	8669	8842
		ANNUAL	83089	87243	91605	96186	100995	104025	106105
MM56	E	HOURLY	40.346	42.363	44.481	46.706	49.041	50.512	51.522
		MONTHLY	6993	7343	7710	8096	**8500**	8755	8931
		ANNUAL	83920	88116	92521	97147	102005	105065	107166
MM57	E	HOURLY	40.749	42.787	44.926	47.173	49.531	51.017	52.037
		MONTHLY	7063	7416	7787	8177	**8585**	8843	9020
		ANNUAL	84759	88997	93447	98119	103025	106116	108238
MM58	E	HOURLY	41.157	43.215	45.376	47.644	50.027	51.527	52.558
		MONTHLY	7134	7491	7865	8258	**8671**	8931	9110
		ANNUAL	85606	89887	94381	99100	104055	107177	109320
MM59	E	HOURLY	41.568	43.647	45.829	48.121	50.527	52.043	53.083
		MONTHLY	7205	7565	7944	8341	**8758**	9021	9201
		ANNUAL	86462	90786	95325	100091	105096	108249	110414
MM60	E	HOURLY	41.984	44.083	46.288	48.602	51.032	52.563	53.614
		MONTHLY	7277	7641	8023	8424	**8846**	9111	9293
		ANNUAL	87327	91693	96278	101092	106147	109331	111518

Effective July 2023
*Due to rounding, salary schedules are a close approximation of actual salary.

Emplolyee Units Included:
Redlands Association of Mid-Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM61	E	HOURLY	42.404	44.524	46.750	49.088	51.542	53.089	54.150
		MONTHLY	7350	7718	8103	8509	**8934**	9202	9386
		ANNUAL	88200	92610	97241	102103	107208	110424	112633
MM62	E	HOURLY	42.828	44.969	47.218	49.579	52.058	53.620	54.692
		MONTHLY	7424	7795	8184	8594	**9023**	9294	9480
		ANNUAL	89082	93536	98213	103124	108280	111529	113759
MM63	E	HOURLY	43.256	45.419	47.690	50.075	52.578	54.156	55.239
		MONTHLY	7498	7873	8266	8680	**9114**	9387	9575
		ANNUAL	89973	94472	99195	104155	109363	112644	114897
MM64	E	HOURLY	43.689	45.873	48.167	50.575	53.104	54.697	55.791
		MONTHLY	7573	7951	8349	8766	**9205**	9481	9670
		ANNUAL	90873	95417	100187	105197	110457	113770	116046
MM65	E	HOURLY	44.126	46.332	48.649	51.081	53.635	55.244	56.349
		MONTHLY	7648	8031	8432	8854	**9297**	9576	9767
		ANNUAL	91782	96371	101189	106249	111561	114908	117206
MM66	E	HOURLY	44.567	46.795	49.135	51.592	54.172	55.797	56.913
		MONTHLY	7725	8111	8517	8943	**9390**	9671	9865
		ANNUAL	92699	97334	102201	107311	112677	116057	118378
MM67	E	HOURLY	45.013	47.263	49.627	52.108	54.713	56.355	57.482
		MONTHLY	7802	8192	8602	9032	**9484**	9768	9964
		ANNUAL	93626	98308	103223	108384	113804	117218	119562
MM68	E	HOURLY	45.463	47.736	50.123	52.629	55.260	56.918	58.057
		MONTHLY	7880	8274	8688	9122	**9578**	9866	10063
		ANNUAL	94563	99291	104255	109468	114942	118390	120758
MM69	E	HOURLY	45.917	48.213	50.624	53.155	55.813	57.487	58.637
		MONTHLY	7959	8357	8775	9214	**9674**	9964	10164
		ANNUAL	95508	100284	105298	110563	116091	119574	121965
MM70	E	HOURLY	46.377	48.695	51.130	53.687	56.371	58.062	59.223
		MONTHLY	8039	8441	8863	9306	**9771**	10064	10265
		ANNUAL	96463	101287	106351	111668	117252	120769	123185
MM71	E	HOURLY	46.840	49.182	51.642	54.224	56.935	58.643	59.816
		MONTHLY	8119	8525	8951	9399	**9869**	10165	10368
		ANNUAL	97428	102299	107414	112785	118424	121977	124417
MM72	E	HOURLY	47.309	49.674	52.158	54.766	57.504	59.229	60.414
		MONTHLY	8200	8610	9041	9493	**9967**	10266	10472
		ANNUAL	98402	103322	108489	113913	119609	123197	125661
MM73	E	HOURLY	47.782	50.171	52.680	55.314	58.079	59.822	61.018
		MONTHLY	8282	8696	9131	9588	**10067**	10369	10576
		ANNUAL	99386	104356	109573	115052	120805	124429	126917
MM74	E	HOURLY	48.260	50.673	53.206	55.867	58.660	60.420	61.628
		MONTHLY	8365	8783	9222	9684	**10168**	10473	10682
		ANNUAL	100380	105399	110669	116203	122013	125673	128187
MM75	E	HOURLY	48.742	51.179	53.738	56.425	59.247	61.024	62.244
		MONTHLY	8449	8871	9315	9780	**10269**	10577	10789
		ANNUAL	101384	106453	111776	117365	123233	126930	129469
MM76	E	HOURLY	49.230	51.691	54.276	56.990	59.839	61.634	62.867
		MONTHLY	8533	8960	9408	9878	**10372**	10683	10897
		ANNUAL	102398	107518	112894	118538	124465	128199	130763
MM77	E	HOURLY	49.722	52.208	54.819	57.559	60.437	62.251	63.496
		MONTHLY	8618	9049	9502	9977	**10476**	10790	11006
		ANNUAL	103422	108593	114023	119724	125710	129481	132071

*Due to rounding, salary schedules are a close approximation of actual salary.

Emplolyee Units Included:
Redlands Association of Mid-Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM78	E	HOURLY	50.219	52.730	55.367	58.135	61.042	62.873	64.131
		MONTHLY	8705	9140	9597	10077	**10581**	10898	11116
		ANNUAL	104456	109679	115163	120921	126967	130776	133392
MM79	E	HOURLY	50.721	53.258	55.920	58.716	61.652	63.502	64.772
		MONTHLY	8792	9231	9693	10178	**10686**	11007	11227
		ANNUAL	105501	110776	116314	122130	128237	132084	134725
MM80	E	HOURLY	51.229	53.790	56.480	59.304	62.269	64.137	65.420
		MONTHLY	8880	9324	9790	10279	**10793**	11117	11339
		ANNUAL	106556	111883	117478	123351	129519	133405	136073
MM81	E	HOURLY	51.741	54.328	57.044	59.897	62.891	64.778	66.074
		MONTHLY	8968	9417	9888	10382	**10901**	11228	11453
		ANNUAL	107621	113002	118652	124585	130814	134739	137433
MM82	E	HOURLY	52.258	54.871	57.615	60.496	63.520	65.426	66.735
		MONTHLY	9058	9511	9987	10486	**11010**	11341	11567
		ANNUAL	108697	114132	119839	125831	132122	136086	138808
MM83	E	HOURLY	52.781	55.420	58.191	61.101	64.156	66.080	67.402
		MONTHLY	9149	9606	10086	10591	**11120**	11454	11683
		ANNUAL	109784	115274	121037	127089	133444	137447	140196
MM84	E	HOURLY	53.309	55.974	58.773	61.712	64.797	66.741	68.076
		MONTHLY	9240	9702	10187	10697	**11232**	11568	11800
		ANNUAL	110882	116426	122248	128360	134778	138821	141598
MM85	E	HOURLY	53.842	56.534	59.361	62.329	65.445	67.408	68.757
		MONTHLY	9333	9799	10289	10804	**11344**	11684	11918
		ANNUAL	111991	117591	123470	129644	136126	140210	143014
MM86	E	HOURLY	54.380	57.099	59.954	62.952	66.100	68.083	69.444
		MONTHLY	9426	9897	10392	10912	**11457**	11801	12037
		ANNUAL	113111	118767	124705	130940	137487	141612	144444
MM87	E	HOURLY	54.924	57.670	60.554	63.581	66.761	68.763	70.139
		MONTHLY	9520	9996	10496	11021	**11572**	11919	12157
		ANNUAL	114242	119954	125952	132249	138862	143028	145888
MM88	E	HOURLY	55.473	58.247	61.159	64.217	67.428	69.451	70.840
		MONTHLY	9615	10096	10601	11131	**11688**	12038	12279
		ANNUAL	115385	121154	127211	133572	140251	144458	147347
MM89	E	HOURLY	56.028	58.829	61.771	64.859	68.102	70.146	71.548
		MONTHLY	9712	10197	10707	11242	**11804**	12159	12402
		ANNUAL	116538	122365	128484	134908	141653	145903	148821
MM90	E	HOURLY	56.588	59.418	62.389	65.508	68.783	70.847	72.264
		MONTHLY	9809	10299	10814	11355	**11922**	12280	12526
		ANNUAL	117704	123589	129768	136257	143070	147362	150309

Effective July 2023
*Due to rounding, salary schedules are a close approximation of actual salary.

Emplolyee Units Included:
Redlands Association of Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M65		HOURLY	39.145	41.103	43.158	45.316	47.581	49.009	49.989
		MONTHLY	6785	7124	7481	7855	**8247.43**	8495	8665
		ANNUAL	81422	85493	89768	94256	98969	101938	103977
M66		HOURLY	40.124	42.130	44.237	46.448	48.771	50.234	51.239
		MONTHLY	6955	7303	7668	8051	**8454**	8707	8881
		ANNUAL	83458	87631	92012	96613	101443	104487	106576
M67		HOURLY	41.127	43.183	45.343	47.610	49.990	51.490	52.520
		MONTHLY	7129	7485	7859	8252	**8665**	8925	9103
		ANNUAL	85544	89821	94312	99028	103979	107099	109241
M68		HOURLY	42.155	44.263	46.476	48.800	51.240	52.777	53.833
		MONTHLY	7307	7672	8056	8459	**8882**	9148	9331
		ANNUAL	87683	92067	96670	101504	106579	109776	111972
M69		HOURLY	43.209	45.370	47.638	50.020	52.521	54.097	55.178
		MONTHLY	7490	7864	8257	8670	**9104**	9377	9564
		ANNUAL	89875	94369	99087	104041	109243	112521	114771
M70		HOURLY	44.289	46.504	48.829	51.270	53.834	55.449	56.558
		MONTHLY	7677	8061	8464	8887	**9331**	9611	9803
		ANNUAL	92122	96728	101564	106642	111975	115334	117640
M71		HOURLY	45.397	47.666	50.050	52.552	55.180	56.835	57.972
		MONTHLY	7869	8262	8675	9109	**9564**	9851	10048
		ANNUAL	94425	99146	104103	109308	114774	118217	120581
M72		HOURLY	46.531	48.858	51.301	53.866	56.559	58.256	59.421
		MONTHLY	8065	8469	8892	9337	**9804**	10098	10300
		ANNUAL	96785	101625	106706	112041	117643	121173	123596
M73		HOURLY	47.695	50.079	52.583	55.213	57.973	59.712	60.907
		MONTHLY	8267	8680	9114	9570	**10049**	10350	10557
		ANNUAL	99205	104165	109374	114842	120584	124202	126686
M74		HOURLY	48.887	51.331	53.898	56.593	59.423	61.205	62.429
		MONTHLY	8474	8897	9342	9809	**10300**	10609	10821
		ANNUAL	101685	106769	112108	117713	123599	127307	129853
M75		HOURLY	50.109	52.615	55.245	58.008	60.908	62.735	63.990
		MONTHLY	8686	9120	9576	10055	**10557**	10874	11092
		ANNUAL	104227	109439	114911	120656	126689	130490	133099
M76		HOURLY	51.362	53.930	56.627	59.458	62.431	64.304	65.590
		MONTHLY	8903	9348	9815	10306	**10821**	11146	11369
		ANNUAL	106833	112175	117783	123672	129856	133752	136427

Effective July 2023

*Due to rounding, salary schedules are close approximations of actual salary.

Emplolyee Units Included:
Redlands Association of Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M77		HOURLY	52.646	55.278	58.042	60.944	63.992	65.911	67.230
		MONTHLY	9125	9582	10061	10564	**11092**	11425	11653
		ANNUAL	109504	114979	120728	126764	133103	137096	139838
M78		HOURLY	53.962	56.660	59.493	62.468	65.591	67.559	68.910
		MONTHLY	9353	9821	10312	10828	**11369**	11710	11944
		ANNUAL	112241	117853	123746	129933	136430	140523	143333
M79		HOURLY	55.311	58.077	60.981	64.030	67.231	69.248	70.633
		MONTHLY	9587	10067	10570	11098	**11653**	12003	12243
		ANNUAL	115047	120800	126840	133182	139841	144036	146917
M80		HOURLY	56.694	59.529	62.505	65.630	68.912	70.979	72.399
		MONTHLY	9827	10318	10834	11376	**11945**	12303	12549
		ANNUAL	117924	123820	130011	136511	143337	147637	150590
M81		HOURLY	58.111	61.017	64.068	67.271	70.635	72.754	74.209
		MONTHLY	10073	10576	11105	11660	**12243**	12611	12863
		ANNUAL	120872	126915	133261	139924	146920	151328	154354
M82		HOURLY	59.564	62.542	65.669	68.953	72.401	74.573	76.064
		MONTHLY	10324	10841	11383	11952	**12549**	12926	13184
		ANNUAL	123893	130088	136593	143422	150593	155111	158213
M83		HOURLY	61.053	64.106	67.311	70.677	74.211	76.437	77.966
		MONTHLY	10583	11112	11667	12251	**12863**	13249	13514
		ANNUAL	126991	133340	140007	147008	154358	158989	162169
M84		HOURLY	62.580	65.709	68.994	72.444	76.066	78.348	79.915
		MONTHLY	10847	11389	11959	12557	**13185**	13580	13852
		ANNUAL	130166	136674	143508	150683	158217	162964	166223
M85		HOURLY	64.144	67.351	70.719	74.255	77.968	80.307	81.913
		MONTHLY	11118	11674	12258	12871	**13514**	13920	14198
		ANNUAL	133420	140091	147095	154450	162172	167038	170378
M86		HOURLY	65.748	69.035	72.487	76.111	79.917	82.314	83.961
		MONTHLY	11396	11966	12564	13193	**13852**	14268	14553
		ANNUAL	136755	143593	150773	158311	166227	171214	174638
M87		HOURLY	67.391	70.761	74.299	78.014	81.915	84.372	86.060
		MONTHLY	11681	12265	12878	13522	**14199**	14624	14917
		ANNUAL	140174	147183	154542	162269	170382	175494	179004
M88		HOURLY	69.076	72.530	76.156	79.964	83.963	86.481	88.211
		MONTHLY	11973	12572	13200	13860	**14554**	14990	15290
		ANNUAL	143678	150862	158405	166326	174642	179881	183479

Effective July 2023

*Due to rounding, salary schedules are close approximations of actual salary.

Emplolyee Units Included:
Redlands Association of Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M89		HOURLY	70.803	74.343	78.060	81.963	86.062	88.643	90.416
		MONTHLY	12273	12886	13530	14207	**14917**	15365	15672
		ANNUAL	147270	154634	162366	170484	179008	184378	188066
M90		HOURLY	72.573	76.202	80.012	84.012	88.213	90.860	92.677
		MONTHLY	12579	13208	13869	14562	**15290**	15749	16064
		ANNUAL	150952	158500	166425	174746	183483	188988	192768
M91		HOURLY	74.387	78.107	82.012	86.113	90.418	93.131	94.994
		MONTHLY	12894	13539	14215	14926	**15673**	16143	16466
		ANNUAL	154726	162462	170585	179115	188070	193712	197587
M92		HOURLY	76.247	80.060	84.063	88.266	92.679	95.459	97.368
		MONTHLY	13216	13877	14571	15299	**16064**	16546	16877
		ANNUAL	158594	166524	174850	183593	192772	198555	202526
M93		HOURLY	78.153	82.061	86.164	90.472	94.996	97.846	99.803
		MONTHLY	13547	14224	14935	15682	**16466**	16960	17299
		ANNUAL	162559	170687	179221	188182	197591	203519	207590
M94		HOURLY	80.107	84.113	88.318	92.734	97.371	100.292	102.298
		MONTHLY	13885	14580	15308	16074	**16878**	17384	17732
		ANNUAL	166623	174954	183702	192887	202531	208607	212779
M95		HOURLY	82.110	86.215	90.526	95.052	99.805	102.799	104.855
		MONTHLY	14232	14944	15691	16476	**17300**	17819	18175
		ANNUAL	170789	179328	188294	197709	207595	213822	218099
M96		HOURLY	84.163	88.371	92.789	97.429	102.300	105.369	107.477
		MONTHLY	14588	15318	16083	16888	**17732**	18264	18629
		ANNUAL	175058	183811	193002	202652	212784	219168	223551
M97		HOURLY	86.267	90.580	95.109	99.864	104.858	108.003	110.163
		MONTHLY	14953	15701	16486	17310	**18175**	18721	19095
		ANNUAL	179435	188406	197827	207718	218104	224647	229140
M98		HOURLY	88.423	92.845	97.487	102.361	107.479	110.703	112.918
		MONTHLY	15327	16093	16898	17743	**18630**	19189	19572
		ANNUAL	183921	193117	202772	212911	223557	230263	234869
M99		HOURLY	90.634	95.166	99.924	104.920	110.166	113.471	115.741
		MONTHLY	15710	16495	17320	18186	**19095**	19668	20062
		ANNUAL	188519	197944	207842	218234	229145	236020	240740
M100		HOURLY	92.900	97.545	102.422	107.543	112.920	116.308	118.634
		MONTHLY	16103	16908	17753	18641	**19573**	20160	20563
		ANNUAL	193232	202893	213038	223690	234874	241920	246759

Effective July 2023

*Due to rounding, salary schedules are close approximations of actual salary.

Department Director Salary Table (DD)

Range	Minimum Monthly Salary	Maximum Monthly Salary
04 - Director, Development Services	15,614	18,980
04 - Director, Management Services	15,614	18,980
04 - Director, Facilities and Community Services	15,614	18,980
05 - Director, Municipal Utilities and Engineering	16,405	19,941
05 - Assistant City Manager	16,405	19,941
06 - Fire Chief	17,300	23,000
07 - Police Chief	19,800	27,500

City Council Meeting **K. 2.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Fire Department's continued membership in the CONFIRE Joint Use Authority for Fiscal Year 2023-2024 and pay associated annual fees in an amount not to exceed $864,568 (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 the Fire Department's continued membership with the CONFIRE Joint Use Authority and pay the associated annual fees in an amount not to exceed $864,568.

RECOMMENDATION:

Staff recommends that the City Council approve the Redlands Fire Department's continued membership with the CONFIRE Joint Use Authority and pay the associated annual fees in an amount not to exceed $864,568.

DISCUSSION:

In August 1990, the City Council formally approved the membership of the Redlands Fire Department to join the cities of Colton, Loma Linda, Rialto, and the County of San Bernardino Consolidated Fire Agency to form CONFIRE. The primary function of CONFIRE is to provide for a secondary public safety answering point for 9-1-1 services, fire/emergency medical dispatching, and information technology support. While the CONFIRE Joint Use Authority (JPA) agreement will apply until such time as the City of Redlands elects to discontinue participation, staff requires authorization to pay the associated fees. The projected annual service fee for Fiscal Year 2023-2024 is $864,568. This cost has been included in the Fire Department's budget.

ALTERNATIVES:

Not authorize the continuance of the Redlands Fire Department as a member of the CONFIRE Joint Use Authority.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2022-2023
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

The Confire JPA total annual fee for Fiscal Year 2023-2024 is $864,568. Funding has been requested in the FY 2023-2024 Fire Department Budget to cover this cost.

Attachments

Confire Agreement

CONFIRE Accounts Receivable Spreadsheet

JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into by and between the public agencies signatory hereto, hereinafter called "public agencies."

WITNESSETH:

WHEREAS, the signatories herein have determined that there is a need by public agencies within the East End cities of San Bernardino County, California, to establish a regional fire agency to best serve the needs of all the citizens of said public agencies; and,

WHEREAS, said public agencies have heretofore determined that the interests of the citizens of each of said public agencies can best be served by the coordinated use of public safety radio channels and centralized regional computer aided communications system; and,

WHEREAS, said public agencies recognize the mutual benefit of a centralized joint effort for the development, implementation, and subsequent operation and maintenance of such a centralized system; and,

WHEREAS, said public agencies desire to centralize and provide safety communication operations; and,

WHEREAS, said public agencies have heretofore determined that it is desirable and necessary to collectively direct the management policies and operational practices of said regional fire agency; and,

WHEREAS, the cost of developing, operating and

maintaining said centralized systems is more cost effective to such public agencies; and,

WHEREAS, said public agencies operate a cooperative program of fire protection and related functions that are mutually agreed upon; and,

WHEREAS, Title 1, Division 7, Chapter 5 of the Government Code of the State of California authorizes public agencies to enter into an agreement for the joint exercise of any power common to them; and,

WHEREAS, these public agencies possess the power to consolidate public safety communications and operational programs by the execution and implementation of this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Agency Established. Pursuant to the joint powers authorization of the California Government Code, the undersigned do hereby federate together in a cooperative agency for the joint and mutual operation of a centralized public safety communication agency and a cooperative program of fire protection and related functions, to be known as the Consolidated Fire Agencies of the East Valley, hereinafter designated as "CONFIRE," which shall be a public entity separate from the parties to the Agreement.

2. By-Laws. The Agency shall be subject to, and shall be governed by, those certain By-Laws, a copy of which is attached hereto, marked Exhibit "A" and by this reference made a part of this Agreement.

3. Purpose. The purpose of this Agreement shall be as set forth in Section 1, above, and Article I of the By-Laws. The purpose shall be accomplished and carried out in the manner set forth in the By-Laws.

4. Administration. CONFIRE, as established by this Agreement and as governed by its By-Laws, shall be the "Agency" to administer this Agreement, pursuant to joint powers provisions of the Government Code of California.

5. Membership. Each public agency signatory to this Agreement, and each additional public agency which may hereafter sign the Agreement, is a member of the Agency and is entitled to all the rights and privileges and subject to the obligations of membership, as provided in the By-Laws.

6. Withdrawal of Membership. This Agreement shall remain in full force and effect as to all member agencies for a minimum of two (2) years from and after the effective date hereof. Thereafter, any party to this Agreement may cease to be a party hereto and may withdraw from membership in the Agency upon the adoption by its legislative body of a resolution of intention to withdraw and the giving of written notice thereof to the Chairman of the Board of Directors of the Agency and to each of the other public agencies signatory

to this Agreement at least one hundred eighty (180) days prior to the end of the then current fiscal year.

7. Powers and Debts of Authority. Agency shall have the power in its own name, to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, real and personal, to sue and be sued in its own name, and to incur debts, liabilities or obligations necessary for the accomplishment of the purpose of this Agreement. However, the debts, liabilities, and obligations of the Agency shall not constitute any debt, liability or obligation to any of the individual public agencies which are signatory to this Agreement. The Agency shall not have the power of eminent domain nor the power to levy taxes, and its power generally shall be subject to the restrictions applicable to the Central Valley Fire Protection District.

8. Amendment. This Agreement may not be amended, except written agreement of all the parties, provided, however, that the By-Laws may be amended from time to time by the method and means provided therein.

9. Duration of Agreement. This Agreement shall continue in effect until terminated by unanimous consent of the parties or until dissolution of the Agency in the manner provided in said By-Laws. Upon such termination, or dissolution, the non-grant assets remaining, including any surplus money, shall be disposed of in proportion to contributions made. Grant funded assets shall be disposed of

in accordance with Federal and State regulations and instructions.

10. Enforcement. Agency is hereby given the power to enforce this Agreement. If suit is necessary to enforce any of the provisions hereof, including any provision of the By-Laws, the defaulting member shall pay reasonable attorney fees to the Agency as adjudicated and determined by the Court.

11. Authorization. Upon execution of this Agreement, each member shall deliver to the Agency a certified copy of a governing board action, resolution or minute order authorizing and directing the execution of this Agreement.

12. Board of Directors.

A. There is established a Board of Directors for the Agency which shall consist of a representative of the governing body of each member agency. The governing body of each member agency shall designate in writing to CONFIRE, the primary and alternate members to serve on the Board of Directors. At its annual meeting, the Board of Directors shall select one of its members to serve as Chairperson of the Board until the next annual meeting. The Chairpersonship of the Board of Directors shall rotate annually in a fixed sequence among the members.

B. The Board of Directors shall have the responsibility for the appointment of auditors, approval of new members, and approval of the annual budget and assessment schedule of the Agency, and the exercise of those powers granted to it by the

By-Laws.

C. Each public agency which is a member of the Agency shall be entitled to one (1) Director on the Board and shall be entitled to one (1) vote thereon. Such one vote may be cast only by the member agency's designated primary or alternate representative in attendance.

13. Source of Funds. Any contributions of funds by member agencies shall be apportioned based on the number of fires in each agency's jurisdiction over the immediate preceding two year period.

14. Accountability and Audits. The Agency shall be strictly accountable for all funds and shall report all receipts and disbursements, as required by Government Code Section 6505. The Treasurer of San Bernardino County shall act as treasurer and depositary for the Agency pursuant to Government Code Section 6505.5, and shall handle and have access to Agency property, under an official bond in an amount fixed by the member agencies. The Agency shall contract for a certified public accountant to perform an annual audit of the accounts and records of the Agency, and a report thereof shall be filed as public record with each of the contracting parties and with the Auditor of the County of San Bernardino within 60 days subsequent to the end of the fiscal year under examination.

15. Indemnification. Each party hereby agrees to defend, indemnify, and hold each other party, its elected

officials, officers, agents, and employees free and harmless from any and all liability or claims for personal injury, death, and property damage which may arise from the indemnifying party's negligent acts or omissions under this Agreement. None of the parties shall be held responsible or liable to any other party for any loss, damage or delay caused by accidents, strikes, lockouts, fire, flood, act of civil or military authority or by insurrection or riot or by any other cause which is beyond its control.

16. Effective Date of Agreement. This Agreement shall become effective upon its execution by the Cities of Colton, Loma Linda, Redlands, and Rialto, the Central Valley Fire Protection District and the San Bernardino County Consolidated Fire Agency. Within 30 days of said date, the Agency shall cause notice of this Agreement to be filed with the Secretary of State of California, pursuant to Government Code Section 6503.5.

IN WITNESS WHEREOF, the undersigned public agencies have set their signature on the respective dates set forth below. This document may be signed in duplicate originals.

ATTEST:

City Clerk

CITY OF REDLANDS
A Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

CITY OF LOMA LINDA
A Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

CITY OF COLTON
A Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

CITY OF RIALTO
A Municipal Corporation

By: _____
Mayor

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM
DATE MAY 15 1990
Alan K. Marks, COUNTY COUNSEL
SAN BERNARDINO COUNTY CALIFORNIA
BY _____ DEPUTY

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THIS BOARD
ATTEST: BOARD OF SUPERVISORS
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____ Deputy

SAN BERNARDINO COUNTY
CONSOLIDATED FIRE AGENCY

By: _____
Chairman, Board of Supervisors of San Bernardino County, as Governing Body of San Bernardino County Consolidated Fire Agency

CENTRAL VALLEY FIRE PROTECTION DISTRICT

By: _____
Chairman, Board of Supervisors of San Bernardino County, as Governing Body of Central Valley Fire Protection District

CONFIRE REVENUE SHEET FISCAL YEAR 2024

Department / District	% of Call Volume 2021	% of Call Volume 2022	Admin / General (100)	CAD / GIS (200)	Desert Dispatch (300)	Valley Dispatch (400)	Valley Dispatch Seat Based XBO Chief (400)	Total Dispatch (200-400)	MIS - Universal (600)	MIS Seat-Based (600)	MIS Total (600)	ISD Radio / Pagers & Pass Thru (700)	Ambulance Service Revenue (700)	Agency Revenue for Operating Fund (5008)	Agency Equipment Replacement (5009)	CONFIRE Equipment Replacement (5009)	Total Equipment Replacement (5009)	FY 2023/24 Total Operating & Equipment Costs (5008+5009)	5% Contract Charge of Total Opererating Costs (5011)	CAD to CAD Fund (5019)	FY 2023/24 Total AR from Agency
Apple Valley	5.31%	5.21%	75,073	66,181	140,619	252,989	25,946	485,735	76,676	77,419	154,095		-9,121	$ 705,781	5,203	23,876	29,079	$ 743,981			$ 734,860
Big Bear	1.67%	1.55%	22,303	19,661	41,775	75,158	7,708	144,302	22,779	70,773	93,552	57,066	-2,710	$ 314,513	5,272	7,093	12,365	$ 329,588	13,626		$ 340,504
Chino Valley	5.39%	5.47%	78,772	69,442	147,549	265,456	27,225	509,673	80,455	115,775	196,230		-9,571	$ 775,104	326	25,053	25,379	$ 810,054			$ 800,483
Colton	2.99%	3.10%	44,617	39,332	83,572	150,355	15,420	288,679	45,570	157,810	203,380	55,197	-5,421	$ 586,452	34,555	14,190	48,745	$ 640,618			$ 635,197
Loma Linda	1.72%	1.77%	25,469	22,452	47,706	85,828	8,802	164,788	26,013	81,029	107,042	50,704	-3,094	$ 344,908	2,893	8,100	10,993	$ 358,995			$ 355,901
Montclair	1.87%	1.89%	27,272	24,042	51,084	91,905	9,426	176,457	27,855	25,745	53,600		-3,314	$ 254,016	1,630	8,674	10,304	$ 267,634	13,382		$ 277,702
Rancho Cucamonga	7.02%	7.24%	104,311	91,956	195,386	351,519	36,051	674,911	106,539	114,150	220,689		-12,674	$ 987,237	326	33,175	33,501	$ 1,033,412			$ 1,020,738
Redlands	4.58%	4.55%	65,533	57,771	122,751	220,842	22,649	424,014	66,933	187,368	254,301	79,482	-7,962	$ 815,368	28,358	20,842	49,200	$ 872,530			$ 864,568
Rialto	4.66%	4.71%	67,911	59,867	127,205	228,854	23,471	439,398	69,361	235,184	304,545	75,371	-8,251	$ 878,973	45,305	21,598	66,903	$ 954,127			$ 945,876
Running Springs	0.28%	0.23%	3,242	2,858	6,072	10,924	1,120	20,973	3,311	18,788	22,099	19,380	-394	$ 65,301	523	1,031	1,554	$ 67,249			$ 66,855
San Bernardino Cty Fire	53.40%	53.37%	768,640	677,599	1,439,747	2,590,251	0	4,707,597	785,055	746,476	1,531,531		-93,390	$ 6,914,378	0	244,459	244,459	$ 7,252,227			$ 7,158,837
San Manuel	0.71%	0.71%	10,177	8,972	19,063	34,296	3,517	65,847	10,394	21,710	32,104		-1,237	$ 106,892	326	3,237	3,563	$ 111,692	5,585	21,620	$ 137,660
Victorville	10.02%	9.78%	140,809	124,131	263,751	474,515	48,665	911,062	143,816	102,418	246,234		-17,108	$ 1,280,997	326	44,783	45,109	$ 1,343,214			$ 1,326,106
Needles Ambulance	0.27%	0.33%	4,726	4,166	8,853	15,927		28,945	4,827	0	4,827		-574	$ 37,924	0	1,503	1,503	$ 40,001	2,000		$ 41,427
County Road Dept	0.12%	0.10%	1,467	1,293	2,748	4,944		8,986	1,498	0	1,498		-178	$ 11,772	0	467	467	$ 12,417	621		$ 12,860
AMR			0	0	0	0		0	-	4,154	4,154		0	$ 4,154	0	0	0	$ 4,154	208		$ 4,362
TOTAL REVENUE	100.00%	100.00%	$ 1,440,322	$ 1,269,724	$ 2,697,881	$ 4,853,763	$ 230,000	$ 9,051,368	$ 1,471,082	$ 1,958,798	$ 3,429,880	$ 337,200	$ 175,000	$ 14,083,770	$ 125,043	$ 458,081	$ 583,124	$ 14,841,894	$ 35,421	$ 21,620	$ 14,723,935

This is the current Budget Sheet which will be utilize for the billing of the agencies.

Notes:

This has the XBO Chief in the Budget
The Assistant Director was taken out
The Equity of 10% plus all step increases according to each MOU is included
Adjustment were completed to help decrease cost in budget through contracting services of HR and MIS
Column O: Ambulance Revenue of $175,00 offsets the cost for each of agencies.
Column W: Total due by each Agency for Operational, Equipment Replacement and Contract Cost for all Agencies.

City Council Meeting **K. 3.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Request by the University of Redlands for the City of Redlands to serve as Fiscal Agent for University Grant Funds of $8,000,000 Appropriated by the State of California - General Fund pursuant to AB 179 (The Budget Act of 2022) for the University Village Project; Authorization to Submit Request to the California Department of Housing and Community Development (HCD) for Transfer of Grant Funds to the City of Redlands and Approve An Additional Appropriation to the Governmental Grant Funds Account; and Approval of the Fund Transfer Agreement with the University of Redlands (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 request by the University of Redlands for the City of Redlands to serve as Fiscal Agent for University Grant Funds of $8,000,000 Appropriated by the State of California - General Fund pursuant to AB 179 (The Budget Act of 2022) for the University Village Project; and

2. I further move to authorize the submission of a request to the California Department of Housing and Community Development (HCD) for Transfer of University Grant Funds to the City of Redlands and approve an additional appropriation of the same to the Governmental Grant Funds Account; and

3. I further move to approve the Fund Transfer Agreement with the University of Redlands to transfer the amount of $8,000,000 to the University of Redlands and authorize the City Manager to execute the Agreement.

RECOMMENDATION:

Staff recommends that the City Council approve the request by the University of Redlands for the City of Redlands to serve as Fiscal Agent for University Grant Funds of $8,000,000 Appropriated by the State of California - General Fund pursuant to AB 179 (The Budget Act of 2022) for the University Village Project; to authorize the submission to the California Department of Housing and Community Development (HCD) for Transfer of Grant Funds to the City of Redlands; and approve an additional appropriation to the Governmental Grant Funds Account; and approve the Fund Transfer Agreement with the University of Redlands for the transfer of $8,000,000 to the University of Redlands.

DISCUSSION:

On September 6, 2022, Assembly Bill (AB) 179 - the Budget Act of 2022 was signed into law. AB 179 is a budget implementing bill that includes funding for key priorities for the State, such as transportation, general government, parks and open space, education, fire prevention and public safety.

Under the general government category, the City of Redlands was allocated $8,000,000 on behalf of the University of Redlands for the construction of the University Village project.

The City has been working with University of Redlands executive staff to formulate an agreement that defines the terms and conditions of the City serving as fiscal agent for this state funding and how that relates to the University's expenditure of that funding. The terms in the attached agreement provide that: upon receipt of the $8,000,000 grant, the City will transfer the grant funds to the University as an advanced lump sum payment permitted in Section 19.56(a)(5) of AB 179; the University, as recipient of the grant funds, shall submit quarterly financial statements to the City accounting for the use of grant funds for the project; and the University agrees to cooperate and assist the City in good faith by responding to any audits or requests for information by local, state or federal agencies.

The California Department of Housing & Community Development (HCD) will be implementing this award and has requested that the City submit documents to expedite the payment of the $8,000,000 grant to the City. Requested documents include a completed and signed Payee Data Record Form (STD 204) and a completed invoice for $8,000,000. HCD has indicated there will not be a corresponding grant agreement with the City nor will there be any further ongoing compliance issues for the City.

In order to properly record the transaction of the pass-through grant funding, staff is requesting an additional appropriation of the $8,000,000 grant award into Fund 200, Governmental Grants. There will be no impact on the City's General Fund and the funds transfer of $8,000,000 from the State to the City to the University will be performed in a lump sum transaction as outlined in the funds transfer agreement. 100% of the grant funding will be transferred to the University.

ALTERNATIVES:

Council may choose to reject, modify or table the recommended action.

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

Discussion:

The fiscal impact associated with serving as Fiscal Agent for the University of Redlands' allocation of state funding is likely to be minimal, if any. The Fund Transfer Agreement requires the University to reimburse the City for any costs or expenses incurred by the City in connection with the City’s fiscal oversight of the grant funds.

Attachments

State HCD Provided Draft Invoice - City of Redlands
Final Funds Transfer Agreement
EXHIBIT A: UNIVERSITY FUNDING REQUEST
EXHIBIT B: ASSEMBLYMEMBER RAMOS BUDGET REQUEST
Additional Appropriation

Address and telephone

INVOICE XXXX 1.24.2023

BILL TO	SHIP TO	INSTRUCTIONS
Housing & Community Development Attn: Accounts Payable 2020 W. El Camino Ave, Suite 330 Sacramento, CA 95833	Same as recipient	FEIN – xx-xxxxxxx

QUANTITY	DESCRIPTION	TOTAL
1	For the construction of their University of Redlands Village.	$8,000,000
Reference Number: 22-GFD-046-INV 1		
FI$Cal PO Number:		

Thank you for your assistance in this matter. $8,000,000

FUNDS TRANSFER AGREEMENT FOR THE UNIVERSITY VILLAGE PROJECT

BY AND BETWEEN

CITY OF REDLANDS

AND

UNIVERSITY OF REDLANDS

FUNDS TRANSFER AGREEMENT
FOR THE UNIVERSITY VILLAGE PROJECT

This Agreement is entered into effective as of June 20, 2023 ("Agreement"), by and between the City of Redlands, a municipal corporation established and existing pursuant to the Constitution of the State of California, hereinafter referred to as the "City" and the University of Redlands, a public benefit non-profit corporation established and existing pursuant to the laws of the State of California, hereinafter referred to as the "Recipient". City and Recipient may be collectively referred to as "Parties" or individually referred to as "Party" in this Agreement.

WITNESSETH

WHEREAS, the University Village Project ("Project") is a "car-light" neighborhood design, with robust mix of uses, and transit-oriented themes that provides a valuable asset to the community both at its completion and well into the future;

WHEREAS, the Recipient requested $18,000,000 in state budget allocation funds in a State Budget Request letter to Assemblymember James Ramos dated January 21, 2022 ("Funding Request" attached hereto as **Exhibit A**);

WHEREAS, on April 15, 2022, Assemblymember James Ramos submitted the budget request (attached hereto as **Exhibit B**) for $18,800,000.00, stating that "University of Redlands is a federally recognized Hispanic Serving Institution. University Village will help sustain the University's high-quality faculty, enrich the student experience, provide an abundance of new transit-oriented housing, spur new small businesses, generate employment opportunities and elevate community engagement with the University and with the citizens of Redlands";

WHEREAS, Assemblymember James Ramos nominated the City as the local administrator of the request (**Exhibit B**);

WHEREAS, in accordance with the AB 179 Budget Act of 2022 (the "Act"), Section 19.56(*l*)(12), $8,000,000.00 in funds ("Grant funds") was allocated to the City of Redlands for the construction of the University Village Project ("Project");

WHEREAS, the Grant funds are payable from the state General Fund and will be disbursed to the City by the Department of Housing and Community Development; and

WHEREAS, City has determined the best method for allocation of the Grant funds to the Recipient to ensure it is used for the purposes specified in Section 19.56 of the Act is a funds transfer agreement and to provide the Grant funds as an advance lump sum payment as allowed in Section 19.56(a)(5) of the Act.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

TERMS & CONDITIONS

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

2. Recipient. The name of the Recipient is identified as the University of Redlands, hereinafter referred to as "Recipient". Recipient wholly owns Zanja, LLC, which is the property owner of the land that Zanja, LLC will ground lease to a developer for construction of the Project.

3. Recipient Funding and Support. Upon receipt of the Grant funds from Department of Housing and Community Development, the City shall promptly remit the Grant funds to Recipient to fund the scope of services as provided in Part 4 ("Scope of Services") herein. The Grant funds shall be encumbered by June 30, 2024 pursuant to Section 19.56(a)(7) of the Act. Recipient will place the Grant funds in an interest-bearing account, will use all interest proceeds toward the Scope of Services in the same manner as the principal, and will account for all such proceeds in the manner set forth in this Agreement.

4. Scope of Services. The Recipient's Scope of Services pursuant to this Agreement is to use the Grant funds and accrued interest for purposes set forth in the Funding Request. In accordance with Section 19.56(a)(2) of the Act, Recipient attests that it shall only use Grant funds and any accrued interest for purposes specified in Section 19.56 of the Act. Further, Recipient agrees to indemnify, defend and hold harmless the City in the event that the Recipient's use of Grant funds is outside of the purposes specified in Section 19.56 of the Act or violates any local, state or federal laws.

5. Time of Performance. Recipient anticipates that the Scope of Services will commence sometime in calendar year 2024, or as soon as practicable thereafter and will be completed as soon as practicable, and all Grant funds shall be expended by June 30, 2026, pursuant to Section 19.56(a)(7) of the Act.

6. Accounting, Reporting, Inspection, and Recordkeeping. The Recipient shall establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles, practices, and standards to account for the use of the Grant funds. At all times, the Chief Financial Officer of the Recipient shall maintain the financial books and records of the Recipient to be established pursuant to this Agreement and maintained by the Recipient separate and apart from other Recipient financial records and shall set forth all financial activity in connection with the use of the Grant funds as a separate line item in the annual budget of the Recipient.

Recipient shall submit quarterly statements signed by the Chief Financial Officer of Recipient to the City accounting for the use of the Grant funds on the Project. The statements shall provide in reasonable detail the date any Grant funds were disbursed in the last three-month period, the amount of the disbursement, a detailed narrative description of the portion of the Scope of Services to which the disbursement was devoted, all applicable invoices, and the amount of Grant funds remaining unspent as of the end of the three-month period. Recipient will maintain a running list of all disbursements reported. When all Grant funds have been disbursed, Recipient will provide City with a final statement of cumulative costs incurred, marked "FINAL". The final statement of costs shall constitute Recipient's final financial report.

The Recipient shall permit on-site inspection by the City representatives during normal business hours with seven (7) days' prior written notice and ensure that its employees furnish such information as may be relevant to a question of compliance with this Agreement.

All accounting and reporting records pertaining to the use of Grant funds disbursed to the Recipient hereunder shall be retained by the Recipient and available to the City for examination and for purposes of performing an audit for a period of seven (7) years from the date of disbursement.

Recipient agrees, at its sole cost, to cooperate and assist the City in good faith in responding to any audits, requests for information, documentation or inspection by any local, state or federal agency in connection with the use of the Grant funds.

7. Pursuant to Section 19.56(a)(3) of the Act, the Grant funds are exempt from the personal services contracting requirements of Article 4 (commencing with Section 19130) of Chapter 5 of Part 2 of Division 5 of Title 2 of the Government Code, from Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and the State Contracting Manual, and are not subject to the approval of the Department of General Services, including the requirements of Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of the Title 2 of the Government Code.

8. Discrimination. The Recipient shall not discriminate against any person on the basis of race, color, creed, religion, natural origin, ancestry, sex, disability, marital status, veteran status, sexual orientation or gender identity, or any other legally protected ground in the performance of the Scope of Services of this Agreement.

9. Changes in Grant Allocation. The City may, but is under no obligation to, grant additional funds at its sole discretion for use by the Recipient to assure the successful completion of the Project.

10. Notices. All notices herein required shall be in writing. Notices shall be sent by prepaid First Class Mail to the following Address:

To the City:	City of Redlands Attention: Charles M. Duggan, Jr., City Manager 300 East State Street, Ste. 690 Redlands, CA 92373 Phone: (951) 798-7510 Email: cduggan@cityofredlands.org
To the Recipient:	University of Redlands Attention: Mr. Jason Doyle 1200 East Colton Ave., P.O. Box 3080 Redlands, CA 92373-0999 Phone: (909) 748-8020 Email: jason_doyle@redlands.edu

11. Counterparts; Electronic Signatures. The Agreement may be signed electronically. By signing this document in electronic form, the Parties agree that this Agreement may be transmitted and signed electronically by all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California law and regulations, including but not limited to Civil Code section 1633.7.

12. Severability. Each and every section of this Agreement shall be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to certain circumstances shall be declared invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Amendment or Modification. This Agreement may only be modified or amended by written instrument duly approved and executed by each of the Parties hereto. Any such modification or amendment shall be valid, binding and legally enforceable only if in written form and executed by each of the Parties hereto, following all necessary approvals and authorizations for such execution.

14. Non-Waiver. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the same provision or any remaining provisions of this Agreement.

15. Representatives of Persons Executing the Agreement. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the respective Party that each purports to represent.

16. Use of Names and Trademarks, Press Releases. Neither Party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party. The Parties agree that each Party may use factual information regarding the existence and

purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other Party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

17. Consequential Damages and Limitation of Liability. Except as otherwise provided herein, the City and the Recipient agree that in no event will either be liable to the other under this Agreement for any consequential damages including but not limited to, special damages, loss of revenue, loss of profit, operating costs or business interruption losses, regardless of cause, including breach of contract, negligence, strict liability or otherwise. The limitations and exclusions of liability set forth herein shall apply regardless of fault, breach of contract, tort, strict liability or otherwise of the Recipient and the City, their employees or subconsultants.

18. Legal Proceedings. Should any legal proceedings be commenced by either Party to this Agreement to enforce, enjoin, or collect Grant funds or otherwise affect this Agreement between the Parties, said proceedings shall be filed in San Bernardino County Superior Court. The prevailing party shall be entitled to its reasonable attorneys' fees and costs. Should any legal proceedings, disputes, or claims be commenced or asserted by any other person or entity including, but not limited to the Recipient's development partners, contractors, subcontractors or agents against the City and any of its employees, agents and contractors in connection with the Project or Recipient's breach of this Agreement, the Recipient agrees to indemnify, defend (with counsel retained by City) and hold the City and the City's employees, agents and contractors harmless from any and all judgments, claims, losses and liability, including attorneys' fees and costs, except to the extent such claims, losses and liabilities are caused solely by the negligence or willful misconduct of the City.

19. Reimbursement. Any reasonable costs, expenses, legal fees, including but not limited to the cost of outside counsel, incurred by the City in connection with enforcement of this Agreement and the obligations hereunder, shall be reimbursed to the City by the Recipient, within thirty (30) days of receipt of a statement of such expenses by the Recipient from the City. Total reimbursement under this clause shall not exceed Forty Thousand Dollars and Zero Cents ($40,000.00).

20. Exhibits. The exhibits to this Agreement are an integral part of this Agreement and have each been incorporated herein.

21. Entire Agreement. This Agreement constitutes the entire, final, complete, and exclusive agreement between Parties. This Agreement supersedes all prior negotiation, discussions and agreements between Parties concerning the subject matters covered herein. The Parties intend this Agreement to be the final expression of their agreement with respect to the subjects covered herein and a complete and exclusive statement of such terms.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

CITY

City of Redlands

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

Attest

By:_____
City Clerk

Approved as to Form:

By:_____
City Attorney

RECIPIENT

University of Redlands

By:_____
Krista L. Newkirk, President

Approved as to Form:

By:_____
Recipient General Counsel

EXHIBIT A: UNIVERSITY FUNDING REQUEST

EXHIBIT B: ASSEMBLYMEMBER RAMOS BUDGET REQUEST

Office of the President

January 21, 2022

The Honorable James Ramos
California State Capitol
P.O. Box 942849
Sacramento, CA 94249-0040

Re: State Budget Request for a Model Transit-Integrated Neighborhood, University Village at University of Redlands, Redlands, CA

Dear Assemblymember Ramos,

The University of Redlands, a federally designated Hispanic Serving Institution, is requesting your consideration and support for an $18 million state budget allocation for University Village – a 30-acre transit-oriented, multi-use, mixed-income, sustainable community adjacent to the terminus station of the MetroLink commuter train system. By providing over 1,000 new residential units, this new socio-economically-diverse neighborhood will assist the University in sustaining high-caliber faculty, provide housing opportunities for University staff and graduate students to reside near the campus where they work and learn to avoid time-consuming and costly commutes and reduce single-passenger vehicle trips, as well as providing housing to the community at large. In addition, University Village will be largely self-contained. Featuring 68,000 square feet of local-serving retail including a locally owned food market, featuring products from local purveyors, platforms for local performers and artists, a brewery, and other locally-owned neighborhood services; and 44,000 square feet of flex space for offices and live/work spaces, significantly reducing the need for automobile use.

The University of Redlands – through University Village – desires to uplift the underserved communities of San Bernardino County, offering an at-risk youth employment program, a commitment to local hiring goals, and construction contracts to be awarded to priority businesses including MBE and WBE.

In addition, the University is proposing an Innovation Lab – a hub of creativity where renowned local companies, such as ESRI, will come together with University staff, students

and the community to address the 21st century challenges, such as climate change, income inequality, and access to health care.

The funds provided in this grant will accelerate the completion of the project by providing critical infrastructure funding for:

- Flood management including creating a new riparian creek running parallel with the Mill Creek Zanja, built in 1819 as an irrigation channel and listed on the National Register of Historic Places, and various water detention devices;
- A multi-modal mobility system including pedestrian, cycling, micro-mobility, and public transit connections, creating a resilient network that links University Village to the campus, as well as the city and region;
- Wet & dry utilities to address outdated and/or inadequate systems including potable water, fire water, sewer, electrical, storm drains, water efficiency, and street improvements; and
- Community facilities and open space network including a Village Green, Mills Creek Zanja and greenway, and habitat corridors.

Completion of University Village is certain to become a national model for sustainability, raising the bar for what neighborhoods of the future can – and must be.

We urge your support for this request for Fiscal Year 2022 with our focus on providing the critical infrastructure to support economic development, sustain the environment, create jobs, and add mixed-income housing for young families and for seniors to age in place. We appreciate your consideration and look forward to the opportunity to meet with you and your staff to address any questions you may have regarding our request.

Sincerely,

Krista L Newkirk
President, University of Redlands

2022 ASSEMBLY BUDGET DISTRICT REQUEST PRIORITIES

MEMBER NAME:	**JAMES RAMOS**
DATE:	4/15/2022
STAFF CONTACT:	MICHAEL CHEN; MICHAEL.CHEN@ASM.CA.GOV

PRIORITY ORDER:

1.
2.
3.
4.
5.
6.

2022 Assembly District Budget Request

Priority Number	#X
Member Name:	**James Ramos**
Request Title:	University Village Redlands
Total Amount of General Fund Requested:	$18.8 Million

Description: Funding for a sustainable, multimodal, mixed use development centered around University of Redlands

Is this request for capital outlay: a "fixed asset (including land and construction) with a useful life of 10 or more years and a value which equals or exceeds one hundred thousand dollars"?
Yes.
This budget request facilitates infrastructure improvements needed to accelerate housing the development of University Village.

Who would be the local administrator of this request? (Typically a city or county governmental entity.)

City of Redlands

Do you have a state department in mind to administer these funds? (This is rare and if no, budget staff will assist in identifying one.)
No

Other Information?
University of Redlands is a federally recognized Hispanic Serving Institution. University Village will help sustain the University's high quality faculty, enrich the student experience,, provide an abundance of new transit-oriented housing, spur new small businesses, generate employment opportunities and elevate community engagement with the University and with the citizens of Redlands.

Staff Contact (name, email, Phone).
Michael Chen, Michael.chen@asm.ca.gov, 916-319-2040

Please limit this form to 1 page only.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 5/17/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Management Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Transfer Agrmt - Govt Grants	200501	9202	SFIN001	$ 8,000,000.00
			$	$ 8,000,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Govt. Grants - State Grant	200501	4401	SFIN001	$ 8,000,000.00
			$	$ 8,000,000.00

JUSTIFICATION: City Council meeting of 6/20/2023

Funding transfer agreement between the City and University of Redlands for their University Village Project

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **K. 4.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Public Works Contract with F.M. Thomas Air Conditioning, Inc. for an amount not-to-exceed $193,050 for the A.K. Smiley Public Library Boiler Replacement Project, and determine that the project is exempt from environmental review pursuant to Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Assistant 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 Public Work Construction Contract with F.M. Thomas Air Conditioning, Inc. for the A.K. Smiley Public Library Boiler Replacement Project is exempt from environmental review pursuant to Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve an award of the public works construction contract to F.M. Thomas Air Conditioning, Inc. in the amount of $193,050 for the A.K. Smiley Public Library Boiler Replacement Project.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the Public Work Construction Contract is categorically exempt from environmental review in accordance with Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council approve an award of contract with F.M. Thomas Air Conditioning, Inc., for an amount not-to-exceed $193,050 for the A.K. Smiley Public Library Boiler Replacement Project No. FCS03072023JN.

DISCUSSION:

A.K. Smiley Public Library (Library) as a historical institution has served generations of patrons in the City of Redlands and beyond for over a century. The Library's mechanical infrastructure was upgraded in 1990 and has been maintained by the City. The existing boiler system has reached the end of its useful life and is no longer efficient. As a result, the Library has experienced serious malfunctions, hot water outages, higher operating costs, and a reduced level of service for its patrons. The boiler replacement proposed by city staff is a critical infrastructure improvement that will enhance the Library's ability to provide a safe and comfortable environment for patrons and staff.

City staff conducted an inspection in early 2022 and confirmed that the existing boiler and all related appurtenances are at a point where repairs are neither feasible nor sustainable. In June of 2022, staff proceeded with issuing a request for proposals (RFP) for the design of a boiler system. The project design RFP was followed by a request for bids (RFB) for construction. The scope of the project consists of the removal and replacement of the existing boiler, boiler pumps, expansion tanks, new piping within the room, and reconnection of existing power to the new boiler and boiler pumps. Design West Engineering prepared the plans and specifications, and city staff advertised the project on April 6, 2023. The City Clerk's office received and opened two (2) bids for the project on April 26, 2023. The bids were reviewed by staff to determine if they were responsive to bid requirements. Based on the attached bid analysis, F.M. Thomas Air Conditioning, Inc. is the lowest responsive and responsible bidder. Therefore, it is recommended that the City Council award a Public Work Construction Contract to F.M. Thomas Air Conditioning, Inc., for an amount not-to-exceed $193,050.

The following three (2) Project bids were received before the submittal deadline:

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
1. BT Construction	* $138,158.90
2. F.M. Thomas Air Conditioning, Inc.	$193,050.00

* An arithmetic error was discovered in the bid proposal. Bid Item #1 and #2 were not correctly totaled, the total bid amount was corrected based on the given unit price and highlighted in the attached bid analysis to identify arithmetic errors.
The bidder was considered non-responsive because they did not provide the appropriate specialty license, either for themselves or for their sub-contractor, and did not demonstrate sufficient qualifying experience in construction of at least three projects of a type similar in magnitude and character.

Furthermore, the project is categorically exempt from environmental review in accordance with Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the project involves removal and replacement of existing facilities involving negligible or no expansion of capacity.

ALTERNATIVES:

The City Council may elect not to approve the award of the Public Work Construction Contract and direct staff accordingly.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Tabitha Kevari, Facilities and Community Services Assistant 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 2023-24
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	101190-8501

Discussion:

The FY 2021-22 budget included $350,000 for boiler replacement costs, which has been carried over to the current fiscal year. The total cost of the project will be $212,355.00 ($193,050 plus a 10% contingency).

Attachments

Public Work Contract-FM Thomas AC
Bid Opening Report
Bid Analysis

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 20th day of June, 2023, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and F.M. Thomas Air Conditioning, Inc. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: **A K Smiley Public Library Boiler Replacement Project**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **A K Smiley Public Library Boiler Replacement Project, FCS03072023JN** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of One hundred ninety-three thousand and fifty dollars ($193,050.00) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within Ninety (90) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars/cents ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy-five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the

documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Thomas Feyka_____
Name of Contractor

By:_____
Signature of Authorized Agent

President_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
A K Smiley Public Library Boiler Replacement Project
FCS03072023JN

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

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

CHECK ONE

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

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

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

Dated this _____ day of _____, 2023.

F.M. Thomas Air Conditioning, Inc.
(Contractor)

_____
(Signature)
President_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and F.M. Thomas Air Conditioning, Inc. (hereinafter designated as "Principal") have entered into an agreement dated June 20th, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as A K Smiley Public Library Boiler Replacement Project and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of One hundred ninety-three thousand and fifty dollars ($193,050.00) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price,

but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

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

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

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

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

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

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

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

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

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and F.M. Thomas Air Conditioning, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated June 20th, 2023, and identified as A K Smiley Public Library Boiler Replacement Project, FCS03072023JN is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of One hundred ninety-three thousand and fifty dollars ($193,050.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2023.

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

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **26th day of April 2023 at 3:00 p.m.** on behalf of the Facilities and Community Services Department for **A.K. Smiley Public Library Boiler Replacement Project – Project No. FCS03072023JN**. 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	Bid Bond	Addenda Acknowledged (None issued)	Total Bid Amount
1	BT Construction Company, San Dimas, CA	Yes	Yes	N/A	$138,258.90
2	F.M. Thomas Air Conditioning, Brea, CA	Yes	Yes	N/A	$193,050.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Jawad Naderi

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT
BID ANALYSIS

PROJECT NO.FCS03072023JN — BID DATE: 26-Apr-2023
A K SMILEY PUBLIC LIBRARY BOILER — EST. START DATE: 20-Jun-2023

Item No.	Bid Item	Quantity	Unit	BT Construction		FM Thomas Air Conditioning Inc	
				Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of Total Base Bid Price)	1	LS	$6,912.95	$6,912.95	$9,502.00	$9,502.00
2	Installation per plans, plan dated 03/01/2023	1	LS	$131,245.95	$131,245.95	$183,548.00	$183,548.00
	Total Bid Schedule				**$138,158.90**		**$193,050.00**

Addition error, bid item #1 and #2 are not totaled correctly.

City Council Meeting **K. 5.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Construction Contract with CEM Construction Corporation for the 2022 CIP Sewer Pipeline Replacement Project for an amount not-to-exceed $3,314,268; and determination that the Project is exempt from environmental review pursuant to Section 15302 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine that approval of the 2022 CIP Sewer Pipeline Replacement Project is exempt from environmental review pursuant to Section 15302 of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve the 2022 CIP Sewer Pipeline Replacement Project plans and specifications, and award the Public Work Construction Contract to CEM Construction Corporation for an amount not to-exceed $3,314,268.

RECOMMENDATION:

Staff recommends City Council determine that approval of the 2022 CIP Sewer Pipeline Replacement Project is exempt from environmental review pursuant to Section 15302 of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the 2022 CIP Sewer Pipeline Replacement Project plans and specifications and award a Public Work Construction Contract to CEM Construction Corporation for an amount not-to-exceed $3,314,268.

DISCUSSION:

The 2022 CIP Sewer Pipeline Replacement Project (Project) will rehabilitate wastewater collection pipelines at numerous locations throughout the City. The Project will use cured-in-place pipe (CIPP) technology to rehabilitate approximately 12,672 linear feet of eight inch (8”), ten inch (10"), and twelve inch (12") diameter pipelines, and will remove and replace approximately 10,578 linear feet of eight inch (8”), ten inch (10"), twelve inch (12") diameter pipeline using traditional trenching practices. These pipelines were selected based on maintenance history and inspection records.

In mid-April, staff prepared plans and specifications and advertised the Project for construction. On May 10, 2023, the City Clerk's office received and opened the following seven (7) bids:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. CEM Construction Corporation, Montebello, CA	$3,314,268
2. Christensen Brothers General Engineering, Apple Valley, CA	$3,338,532
3. Tryco General Engineering, Rimforest, CA	$3,928,505
4. MNR Construction Inc, La Verne, CA	$4,494,215
5. MCC Equipment Rentals, Inc., Yucaipa, CA	$4,657,400*
6. Weka, Inc, San Bernardino, CA	$4,996,217
7. GRBCON, Inc., Baldwin Park, CA	$5,170,171

*An arithmetic error was made in the bid proposal. The total bid amount was corrected and highlighted in the attached Bid Analysis to identify arithmetic errors, but did not affect ranking.

Bids were reviewed by staff and CEM Construction Corporation was determined to be the lowest responsive and responsible bidder. Therefore, staff recommends awarding a Public Works Construction Contract to CEM Construction Corporation for an amount not-to-exceed $3,314,268. If approved, it is anticipated that the Project will be completed within 120 calendar days from issuance of a Notice to Proceed. This project is exempt from environmental review pursuant to Section 15302 of the State's guidelines implementing the California Environmental Quality Act since it replaces or reconstructs an existing utility system with negligible or no expansion of capacity.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Johana Silva, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 22/23
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	521910

Discussion:

There is no fiscal impact associated with this action. The FY 22/23 MUED budget includes sufficient funding for this project.

Attachments

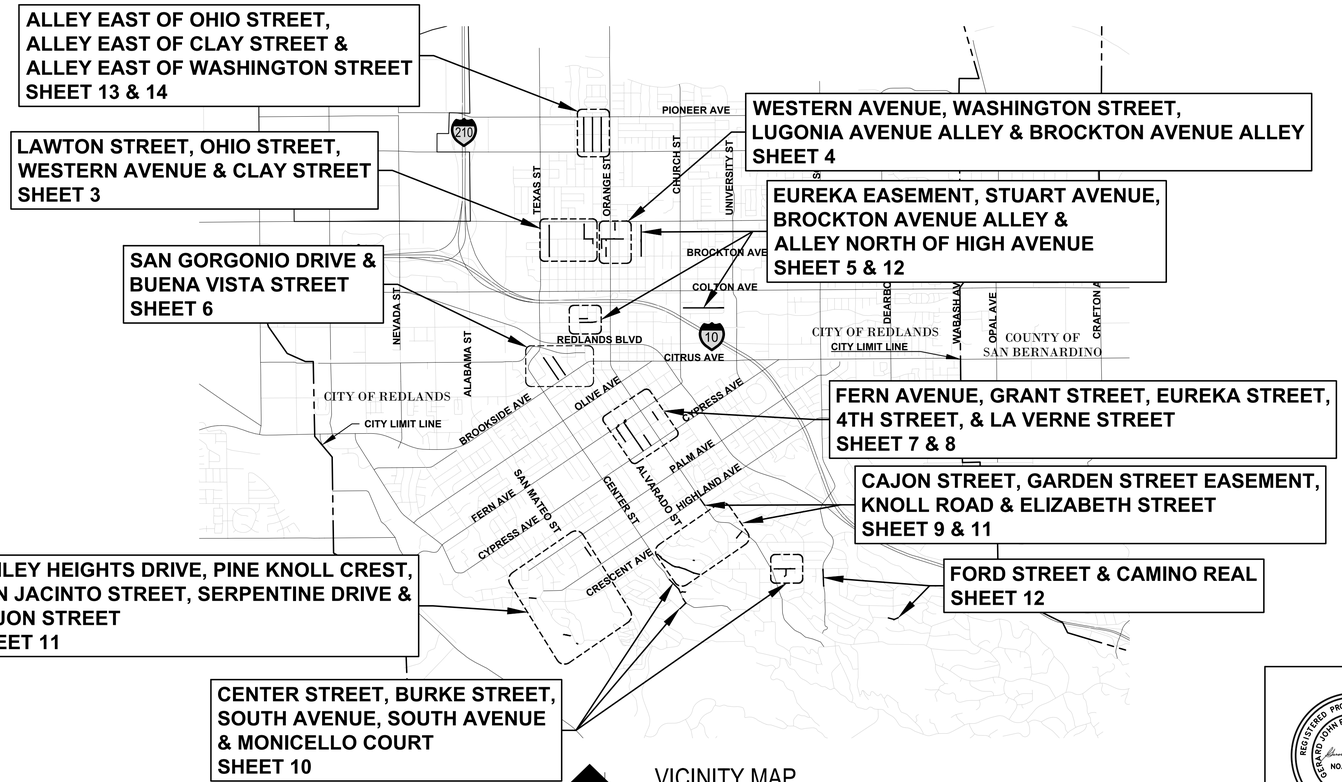
Project Plans
Specifications
A. CEM Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map

CONSTRUCTION PLANS FOR
CITY OF REDLANDS

2022 CIP SEWER PIPELINE REPLACEMENT PROJECT

PROJECT No. 521029

APRIL 2023



VICINITY MAP
NTS

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	GENERAL NOTES, CONSTRUCTION NOTES, SYMBOL LEGEND, AND DETAILS
3	LAWTON STREET, OHIO STREET, WESTERN AVENUE AND CLAY STREET
4	WESTERN AVENUE, WASHINGTON STREET, LUGONIA AVENUE ALLEY & BROCKTON AVENUE ALLEY
5	EUREKA EASEMENT, STUART AVENUE & BROCKTON AVENUE ALLEY
6	SAN GORGONIO DRIVE & BUENA VISTA STREET
7	FERN AVENUE, GRANT STREET & EUREKA STREET
8	4TH STREET, EUREKA STREET & LA VERNE STREET
9	GARDEN STREET EASEMENT, KNOLL ROAD & ELIZABETH STREET
10	CENTER STREET, BURKE STREET, SOUTH AVENUE & MONTICELLO COURT
11	SMILEY HEIGHTS DRIVE, PINE KNOLL CREST, SAN JACINTO STREET, SERPENTINE DRIVE & CAJON STREET
12	ALLEY NORTH OF HIGH AVENUE, FORD STREET & CAMINO REAL
13	ALLEY EAST OF OHIO STREET, ALLEY EAST OF CLAY STREET & ALLEY EAST OF WASHINGTON STREET
14	ALLEY EAST OF OHIO STREET, ALLEY EAST OF CLAY STREET & ALLEY EAST OF WASHINGTON STREET

CITY COUNCIL:

EDDIE TEJEDA, MAYOR
PAUL BARICH, MAYOR PRO TEM
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MARIO SAUCEDO, COUNCIL MEMBER

CITY STAFF:

CHARLES M. DUGGAN JR., CITY MANGER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT
PROJECT NO. 521029

TITLE SHEET & VICINITY MAP

F-1866

Designed by: JS
Date: 04/2023
Checked by: GKD
Date: 04/2023
Drawn by: JS
Date: 04/2023
Checked by: GN
Date: 04/2023

Reviewed By: 4/17/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/17/2023
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 1 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\5 DESIGN\F-1866 2022 SEWER PLAN.dwg

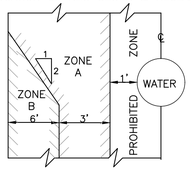
GENERAL NOTES:

1. NO PIPE JOINTS SHALL BE PERMITTED WITHIN ZONE D AND ZONE C. IF THAT CANNOT BE ACCOMPLISHED, THE NEW LINE SHALL BE ENCASED FOR THE FULL LENGTH OF THE RESPECTIVE ZONE.
2. NEW SEWER FORCE MAINS SHALL NOT BE PERMITTED IN ZONES A THROUGH D.
3. THE MATERIALS OF NEW LINES AT CROSSINGS SHALL BE CONSISTENT WITH OTHER NEW MATERIALS I.E., STEEL ON A STEEL LINE.
4. THESE CONSTRUCTION CRITERIA APPLY TO HOUSE SEWER LATERALS THAT CROSS ABOVE A WATER MAIN, BUT NOT TO THOSE THAT CROSS BELOW A WATER LINE.

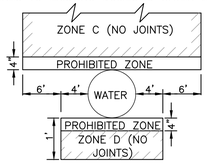
BASIC SEPARATION STANDARDS

1. PARALLEL CONSTRUCTION: THE HORIZONTAL DISTANCE BETWEEN DOMESTIC WATER AND RECLAIMED WATER LINES AND SEWER LINES SHALL BE AT LEAST 10 FEET, OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
2. PERPENDICULAR CONSTRUCTION (CROSSING): WATER LINES SHALL BE AT LEAST ONE FOOT ABOVE SEWER AND RECLAIMED WATER LINES WHERE THESE LINES MUST CROSS.
3. SPECIAL PROVISIONS: WHERE THE BASIC SEPARATION STANDARDS CANNOT BE ATTAINED ALTERNATIVE CONSTRUCTION CRITERIA ARE SHOWN BELOW:

SITUATION:
LOCATION OF NEW SEWER & RECLAIMED WATER LINES TO EXISTING DOMESTIC WATER LINE.



PARALLEL CONSTRUCTION



PERPENDICULAR CROSSING

IF ANY SEWER OR RECLAIMED WATER PIPELINES ARE TO BE CONSTRUCTED WITHIN ANY OF THE ABOVE INDICATED ZONES, SPECIAL CONSTRUCTION SHALL BE REQUIRED AS DESCRIBED BELOW.

ZONE	SEWER	RECLAIMED WATER
A.	DO NOT LOCATE ANY PARALLEL SEWER OR RECLAIMED WATER LINES IN THIS AREA WITHOUT A STATE AND LOCAL HEALTH DEPARTMENT APPROVAL.	
B.	USE V.C.P., CLASS 200 PVC, OR D.I.P. WITH COMPRESSION JOINTS.	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
C.	USE D.I.P. WITH MECHANICAL JOINTS OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
D.	USE D.I.P. OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900

WATER AND SEWER SEPARATION STANDARDS

(MINIMUM REQUIREMENTS AS ESTABLISHED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES)

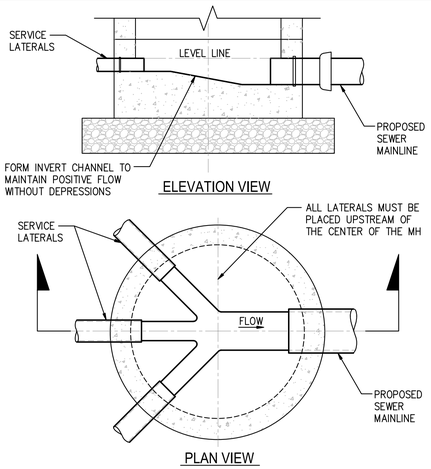
GENERAL NOTES

1. SEWER INSTALLATION IS TO BE IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS AND DETAIL DRAWINGS OF THE CITY OF REDLANDS LATEST REVISION THEREOF. IF ANY CONFLICTS ARISE SEE SECTION 2-5.2 OF THE GENERAL CONDITIONS.
2. ALL SEWER PIPE ELEVATIONS GIVEN REFER TO THE FLOWLINE INVERT ELEVATIONS.
3. PVC SEWER IS NOT PERMITTED ON ANY HORIZONTAL OR VERTICAL CURVE AND MUST BE LAID STRAIGHT BETWEEN STRUCTURES.
4. SEWER LATERALS SHALL BE CLEARLY MARKED WITH A 3-INCH TALL "S" CHISELED OR STAMPED IN THE CURB FACE.
5. REQUIRED SEPARATION OF THE WATER AND SEWER MAINS AND LATERALS SHALL BE STRICTLY ADHERED TO. INSTALLATION SHALL COMPLY WITH THE STATE DEPARTMENT OF HEALTH REGULATIONS AND THE DETAIL PROVIDED ON THIS SHEET.
6. SEWER LATERAL LOCATIONS SHALL NOT BE CHANGED MORE THAN 3 FEET (HORIZONTAL) WITHOUT AUTHORIZATION FROM THE CITY.
7. A MANDREL TEST SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR IN ACCORDANCE WITH THE CITY OF REDLANDS SANITARY SEWER SYSTEMS STANDARD SPECIFICATIONS. THE MANDREL, SHALL BE SUPPLIED BY THE CONTRACTOR, APPROVED BY THE CITY OF REDLANDS AND SHALL BE PULLED THROUGH THE PIPE BY HAND.
8. PRIOR TO PAVING OF STREETS OVER A NEW SEWER MAIN, ALL COMPACTION TESTS, AIR TESTS, MANDREL TESTS SHALL BE COMPLETED AND APPROVED BY THE CITY AND A COMPLETE SET OF AS-BUILT DRAWINGS SUBMITTED TO THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF THE AS-BUILT DRAWINGS.
9. MANHOLE RIM ELEVATIONS INDICATED HEREON ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL RIMS TO FINAL FINISH GRADE, IN COORDINATION WITH STREET IMPROVEMENTS.
10. CLEAN, HAUL, DISPOSE OF EXISTING PIPES, APPURTENANCES, MANHOLES PER SPECIFICATIONS. CONTRACTOR RESPONSIBLE FOR ALL APPLICABLE REGULATIONS AND WORKER SAFETY.
11. AFTER SEWER CONSTRUCTION IS SUBSTANTIALLY COMPLETE, BUT PRIOR TO FINAL APPROVAL, CONTRACTOR SHALL PROVIDE AN INTERNAL DIGITAL VIDEO RECORDING OF THE ENTIRE PIPE REACHES INSTALLED IN ACCORDANCE WITH SECTION 500-1.1.5.
12. CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTS AND SHALL PAY ALL COSTS TO RE-ESTABLISH ANY MONUMENTS DESTROYED OR DISTURBED DURING THE COURSE OF CONSTRUCTION. ALL WORK SHALL BE PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF CALIFORNIA AND PER SPECIFICATIONS.
13. ALL STATIONING IS BASED ON THE CENTERLINE OF THE STREET, UNLESS OTHERWISE INDICATED.
14. THE PLANS WERE PREPARED USING DATA FROM THE CITY OF REDLANDS GIS DEPARTMENT, THEREFORE CENTERLINE AND PARCEL LINES ARE APPROXIMATE AND FOR REFERENCE ONLY. THE CONTRACTOR SHALL ESTABLISH THE CENTERLINE OF ALL STREETS BY RECORD MAPS FOR ALL REQUIRED CONSTRUCTION STAKING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY ADDITIONAL SURVEY RESEARCH OR INVESTIGATION TO COMPLETE STAKING.
15. IF SATURATED SOIL IS ENCOUNTERED DUE TO LEAKS IN THE EXISTING UTILITIES, THE CONTRACTOR SHALL REMOVE SATURATED MATERIAL AND REPLACE WITH A SUITABLE BACKFILL MATERIAL UNTIL ADEQUATE COMPACTION CAN BE ATTAINED BY VERIFICATION FROM THE CITY'S GEOTECHNICAL ENGINEER. PRIOR TO ANY REMOVAL OF SATURATED MATERIAL, CONTRACTOR SHALL DISCUSS THE METHODS OF REMEDIATION WITH THE CITY'S REPRESENTATIVE. APPROVAL FROM THE CITY, OR THE CITY'S REPRESENTATIVE, SHALL BE OBTAINED FOR ANY AMOUNT OF SATURATED MATERIAL REMOVAL IN WHICH THE CONTRACTOR ANTICIPATES TO BE COMPENSATED FOR. IF APPROVAL IS NOT OBTAINED, ALL COSTS SHALL BE BORNE BY THE CONTRACTOR. UP TO A 14 DAY DELAY IN THE PAVING OPERATIONS MAY BE REQUESTED AFTER ALL LEAKS HAVE BEEN RESOLVED TO PROVIDE TIME FOR EXCESS MOISTURE TO DISSIPATE, AT NO ADDITIONAL COST TO THE CITY. BASE OR AN APPROVED BACKFILL MATERIAL SHALL BE INSTALLED WITHIN THE TRENCH TO THE EXISTING PAVEMENT SURFACE AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF REQUESTED DELAY. A NO COST CHANGE ORDER WILL BE PREPARED TO PROVIDE THE CONTRACTOR WITH ADDITIONAL CONTRACT TIME IF SUCH DELAY IS REQUESTED BY THE CITY.
16. BACKFILL UNDER ALL WATERLINES, IRRIGATION LINES OR STORM DRAINS CROSSING THE NEW PIPE TRENCH TO WITHIN ONE FOOT OF THE EXPOSED LINE. BACKFILL THE REMAINDER OF THE TRENCH BENEATH THE LINE AND TO ITS SPRINGLINE, OR 12 INCHES ABOVE THE INVERT FOR STORM DRAIN CHANNELS, WITH 1-1/2 SACK CONCRETE SLURRY.
17. ANY LATERALS INSTALLED INTO A TERMINUS MH SHALL BE INSTALLED PER DETAIL ON THIS SHEET.

Underground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

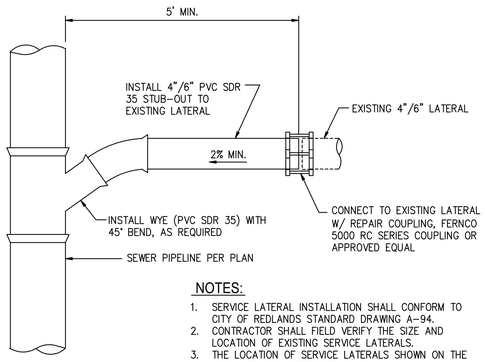
ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.



TERMINUS MH WITH LATERALS DETAIL 1/2

NOT TO SCALE



NOTES:

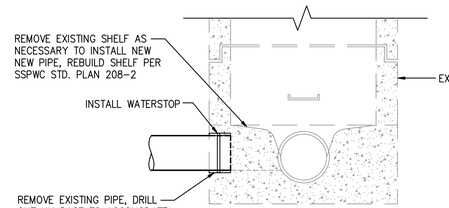
1. SERVICE LATERAL INSTALLATION SHALL CONFORM TO CITY OF REDLANDS STANDARD DRAWING A-94.
2. CONTRACTOR SHALL FIELD VERIFY THE SIZE AND LOCATION OF EXISTING SERVICE LATERALS.
3. THE LOCATION OF SERVICE LATERALS SHOWN ON THE PLAN ARE FOR REFERENCE ONLY.
4. ALL SERVICE LATERALS, SHOWN ON THE PLANS OR NOT, SHALL BE REINSTALLED UNLESS OTHERWISE DIRECTED BY THE CITY.

SERVICE LATERAL CONNECTION DETAIL 2/2

NOT TO SCALE

CONSTRUCTION NOTES — QUANTITIES

1	REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE	9,656 LF
2	REMOVE EXISTING 10" PIPE AND REPLACE WITH 10" SDR 35 PVC PIPE	159 LF
3	REMOVE EXISTING 12" PIPE AND REPLACE WITH 12" SDR 35 PVC PIPE	325 LF
4	RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2	328 EA
5	INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE	11,094 LF
6	INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 10" PIPE	595 LF
7	INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 12" PIPE	983 LF
8	RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP	322 EA
9	PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2	PER PLAN
10	COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2	438 LF
11	LATERAL CONNECTION REPAIR	7 EA

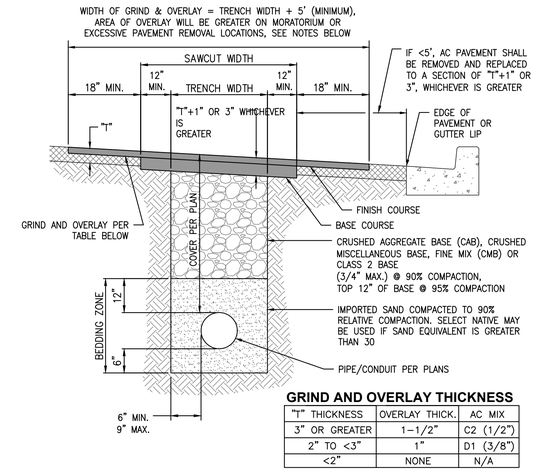


NOTES:

1. ORIENTATION OF INLET/OUTLET MAY VARY FROM WHAT IS SHOWN.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING MAHNOLE, PIPES, BASE OR SHELF.

EXISTING MANHOLE CONNECTION DETAIL 3/2

NOT TO SCALE



GRIND AND OVERLAY THICKNESS

"T" THICKNESS	OVERLAY THICK.	AC MIX
3" OR GREATER	1-1/2"	C2 (1/2")
2" TO <3"	1"	D1 (3/8")
<2"	NONE	N/A

NOTES

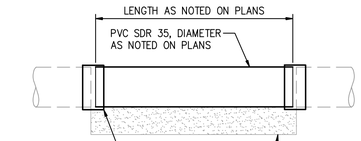
1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
3. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
4. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.

TYPICAL TRENCH, BEDDING & SURFACE RESTORATION DETAIL 5/2

NOT TO SCALE

TRENCH REPAIR GENERAL NOTES

1. ALL PAVEMENT REPAIR WORK SHALL CONFORM TO THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, 2018 GREENBOOK AND ANY ADDITIONAL REQUIREMENTS LISTED WITHIN THE PLANS OR PERMIT.
2. ALL TRENCH ACTIVITY SHALL BE REPAIRED WITH A T-CUT REPAIR AS SHOWN ON STD. DWG. NUMBER 191. A BUTT JOINT TRENCH REPAIR, PER STD. DWG. NUMBER 192, SHALL ONLY BE USED WHEN APPROVED IN WRITING BY THE CITY ENGINEER.
3. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
4. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
5. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
6. PRIOR TO THE PAVEMENT REPAIR, SAWCUT A CLEAN, STRAIGHT, VERTICAL FACE AT 12" MINIMUM BEYOND THE EDGE OF THE REQUIRED TRENCH WIDTH. ALL LIQUIDS GENERATED BY SAWCUTTING SHALL BE CAPTURED AND DISPOSED OF ACCORDINGLY.
7. A MINIMUM OF 2" OF TEMPORARY ASPHALT PAVEMENT SHALL BE INSTALLED WITHIN THE TRENCH AREA. TEMPORARY PAVING SHALL BE FLUSH WITH SURROUNDING GRADE AND MAINTAINED UNTIL PERMANENT ASPHALT IS INSTALLED.
8. BASE COURSE SHALL BE "B PG 64-10" SHALL BE COMPLETED IN LIFTS BETWEEN 2" AND 3" AND COMPACTED TO 95% RELATIVE COMPACTION.
9. FINISH COURSE SHALL BE "C2 PG 64-10" OR "D1 PG 64-10" (1/2" OR 3/8"), DEPENDING ON OVERLAY THICKNESS, PER STD. DWG. 191 AND COMPACTED TO 95% RELATIVE COMPACTION.
10. BASE PAVEMENT SHALL BE INSTALLED FLUSH WITH THE SURROUNDING GRADE AND GRINDED DOWN TO THE THICKNESS OF THE OVERLAY WHEN THE FINISH COURSE OVERLAY IS INSTALLED.
11. A MINIMUM OF 72 HOURS SHALL PASS BETWEEN THE INSTALLATION OF THE BASE COURSE TO THE INSTALLATION OF THE FINISH COURSE. NOTIFY THE INSPECTOR AT THE START OF THE 72 HOURS TO ALLOW TIME FOR INSPECTION PRIOR TO THE INSTALLATION OF THE FINISH COURSE.
12. APPLY A TACK COAT TO ALL VERTICAL EDGES AND SURFACES TO BE CAPPED.
13. APPLY A SEAL COAT AND #30 SILICA SAND TO FINISHED EDGES USING SS1H ASPHALT EMULSION.
14. ALL PAVEMENT REPAIR SHALL BE COMPLETED WITH LIKE MATERIALS, I.E. ARHM SHALL BE REPLACED WITH ARHM.
15. TRAFFIC CONTROL SHALL REMAIN IN PLACE UNTIL THE NEW PAVEMENT IS ALLOWED TO COOL TO A POINT THAT IT CAN SUSTAIN MOTOR VEHICLES WITHOUT DAMAGING THE FINISHED SURFACE. ANY TRACKING SHALL BE CORRECTED BY THE CONTRACTOR IN CONFORMANCE WITH THE REDBOOK.
16. ALL UNDERGROUND SERVICE ALERT (USA) MARKINGS SHALL BE REMOVED BY THE CONTRACTOR OR PERMIT HOLDER IN ACCORDANCE WITH SECTION 3.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS.



NOTES:

1. ADJUST CONNECTION TO MINIMIZE OFFSET AT PIPE FLOWLINE CONNECTION.
2. NEOPRENE REDUCER BUSHING MAY BE REQUIRED TO MINIMIZE OFFSET AT CONNECTION POINT.
3. NO CONNECTION WILL BE ALLOWED AT BELL END OF VCP, CUT BELL OFF VCP PRIOR TO MAKING CONNECTION.
4. CONTRACTOR SHALL ENSURE ALL DAMAGED AREAS OF PIPE ARE REMOVED AND REPLACED WITHIN DISTANCE SPECIFIED ON PLANS.
5. IF ADDITIONAL REPAIR DISTANCE IS REQUIRED ABOVE WHAT IS SHOWN ON PLANS, NOTIFY CITY PRIOR TO COMPLETING WORK.

TYPICAL SPOT REPAIR DETAIL 4/2

NOT TO SCALE

SYMBOL LEGEND

- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL
- ROADWAY CENTERLINE
- PROPERTY – R/W LINE
- EXISTING CURB & GUTTER
- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- 1234 — STREET ADDRESS
- F34 34 — MANHOLE IDENTIFICATION #
- DETAIL 1/2 SCALE — DETAIL NUMBER / "SHOWN ON" SHEET NUMBER

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521029

GENERAL NOTES, CONSTRUCTION NOTES, SYMBOL LEGEND AND DETAILS

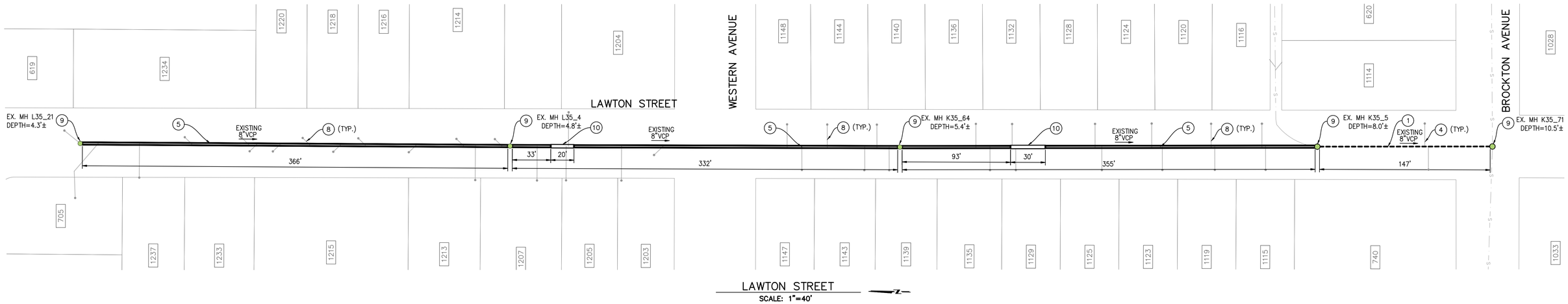
Designed by: JS — Date: 04/2023
Checked by: GKD — Date: 04/2023
Drawn by: JS — Date: 04/2023
Checked by: GN — Date: 04/2023

Reviewed By: Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 4/17/2023 Date
Approved By: Goutam K Dobey, City Engineer, R.C.E. 75646 — 4/17/2023 Date

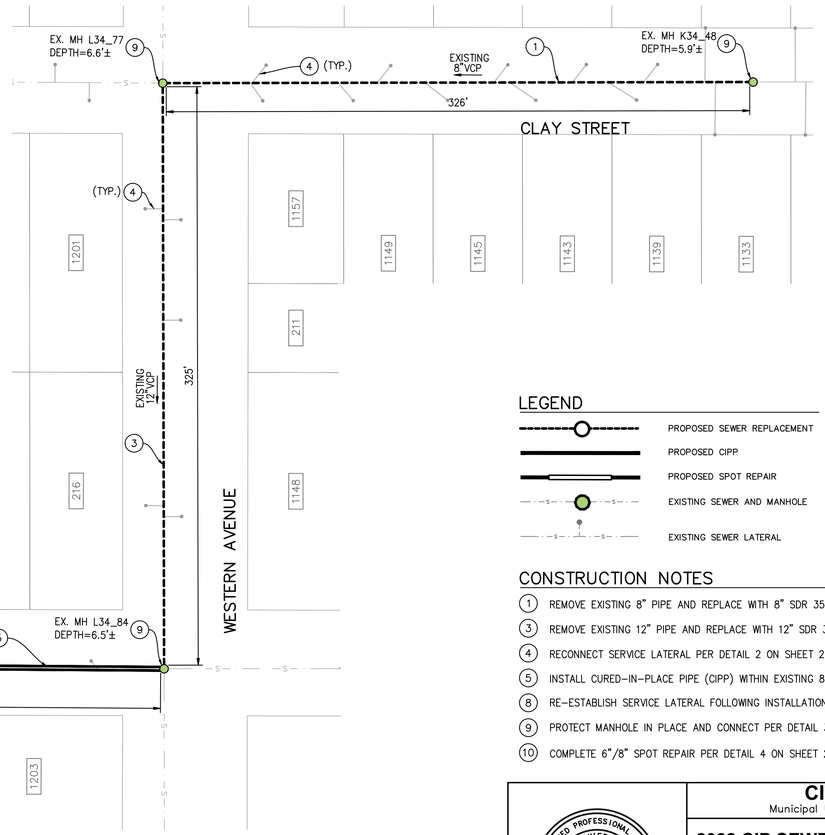
Sheet 2 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1866

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\6 DESIGN\F-1866 2022 SEWER PLAN.dwg



LAWTON STREET
SCALE: 1"=40'



OHIO STREET, WESTERN AVENUE AND CLAY STREET
SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
3. REMOVE EXISTING 12" PIPE AND REPLACE WITH 12" SDR 35 PVC PIPE
4. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
5. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
8. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
9. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
10. COMPLETE 6"/8" SPOT REPAIR PER DETAIL 4 ON SHEET 2

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA-NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT
PROJECT NO. 521029

LAWTON STREET, OHIO STREET, WESTERN AVENUE AND CLAY STREET

Designed by: JS
Date: 04/2023
Checked by: GKD
Date: 04/2023
Drawn by: JS
Date: 04/2023
Checked by: GN
Date: 04/2023

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 4/17/2023 Date
Approved By:
Goutam K Dobey, City Engineer, R.C.E. 75646 — 4/17/2023 Date

Sheet 3 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1866

Underground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***
SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

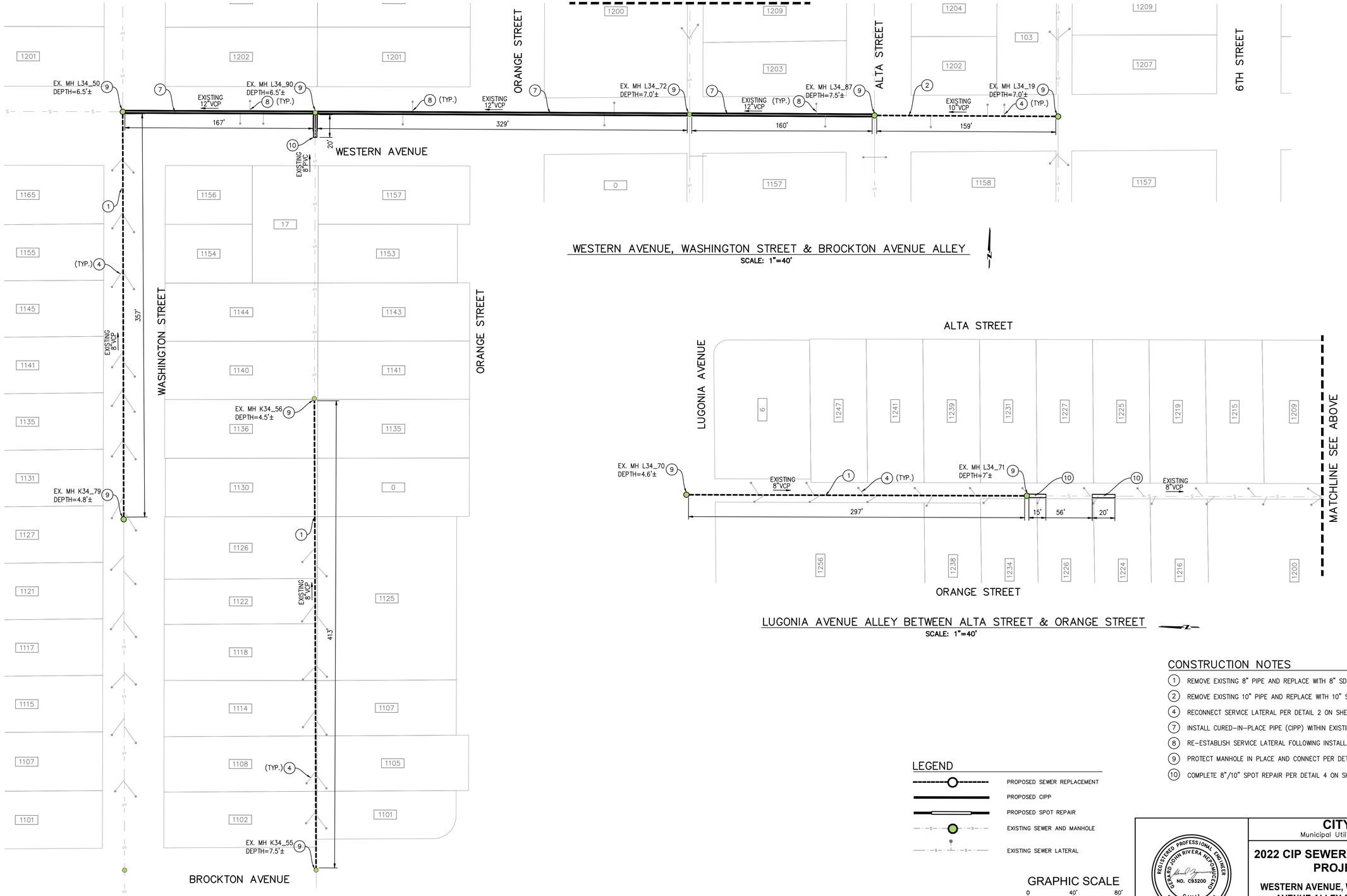
*** * * * * * * NOTE: * * * * * * ***
ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\6 DESIGN\F-1866 2022 SEWER PLAN.dwg



WESTERN AVENUE, WASHINGTON STREET & BROCKTON AVENUE ALLEY

SCALE: 1"=40'

LUGONIA AVENUE ALLEY BETWEEN ALTA STREET & ORANGE STREET

SCALE: 1"=40'

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
2. REMOVE EXISTING 10" PIPE AND REPLACE WITH 10" SDR 35 PVC PIPE
4. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
7. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 12" PIPE
8. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
9. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
10. COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

GRAPHIC SCALE

0 40' 80'

SCALE: 1" = 40'

Underground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***
SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

*** * * * * * * NOTE: * * * * * * ***
ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521029

WESTERN AVENUE, WASHINGTON STREET, LUGONIA AVENUE ALLEY & BROCKTON AVENUE ALLEY

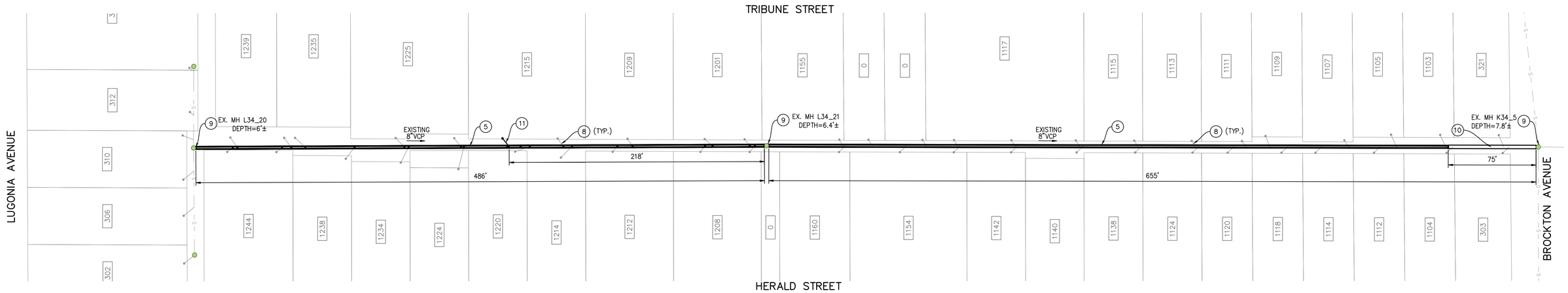
Designed by: JS Date: 04/2023
Checked by: GKD Date: 04/2023
Drawn by: JS Date: 04/2023
Checked by: GN Date: 04/2023

Reviewed By: Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 4/17/2023 Date
Approved By: Goutam K Dobey, City Engineer, R.C.E. 75646 — 4/17/2023 Date

Sheet 4 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

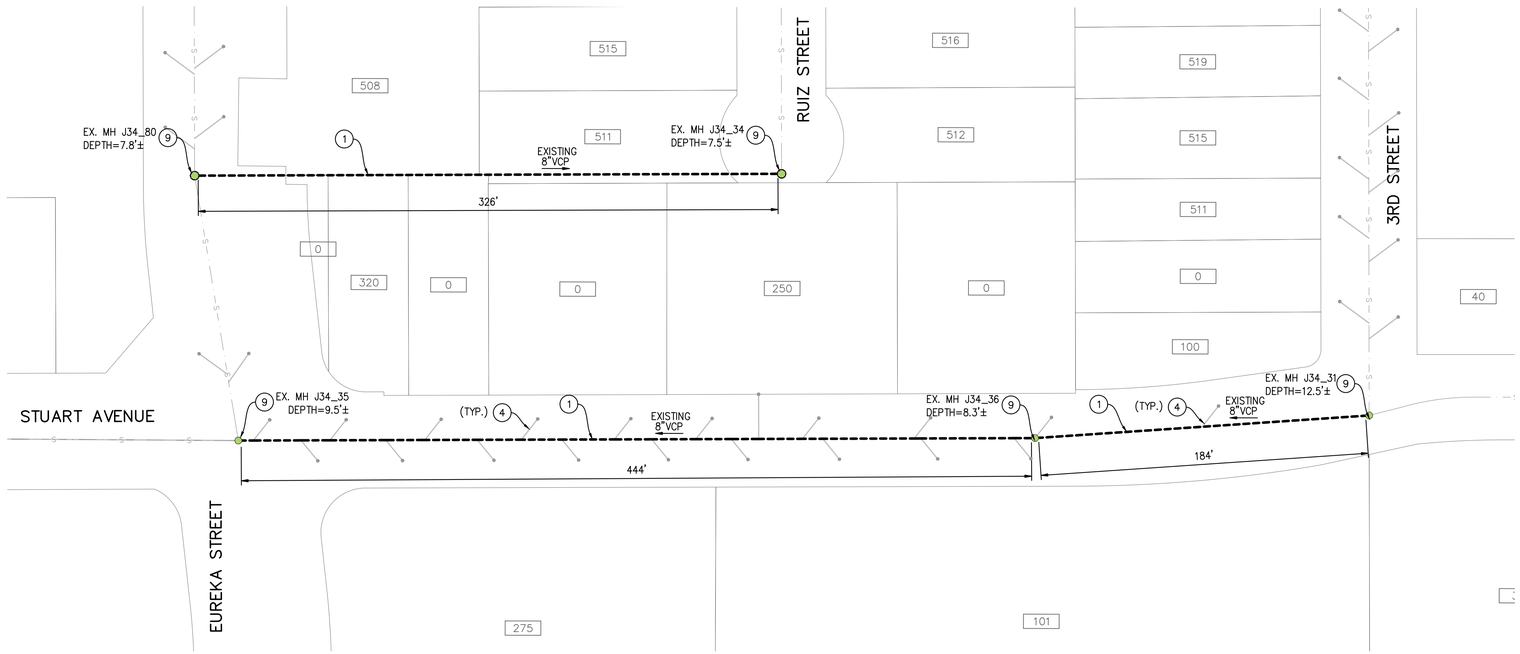
F-1866

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\6 DESIGN\F-1866 2022 SEWER PLAN.dwg



BROCKTON AVENUE ALLEY BETWEEN TRIBUNE STREET & HERALD STREET

SCALE: 1"=40'



EUREKA EASEMENT & STUART AVENUE

SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
3. REMOVE EXISTING 12" PIPE AND REPLACE WITH 12" SDR 35 PVC PIPE
4. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
5. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
6. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 10" PIPE
8. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
9. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
10. COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2
11. LATERAL CONNECTION REPAIR

GRAPHIC SCALE

0 40' 80'

SCALE: 1" = 40'

Underground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521029
EUREKA EASEMENT, STUART AVENUE & BROCKTON AVENUE ALLEY BETWEEN TRIBUNE STREET & HERALD STREET

Designed by: JS
Date: 04/2023
Checked by: GKD
Date: 04/2023
Drawn by: JS
Date: 04/2023
Checked by: GN
Date: 04/2023

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 4/17/2023 Date
Approved By:
Goutam K Dobey, City Engineer, R.C.E. 75646 — 4/17/2023 Date

Sheet 5 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1866

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\6 DESIGN\F-1866 2022 SEWER PLAN.dwg



SAN GORGONIO DRIVE & BUENA VISTA STREET
SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

(5) INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
(8) RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
(9) PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
(10) COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2
(11) LATERAL CONNECTION REPAIR

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT
PROJECT NO. 521029

SAN GORGONIO DRIVE & BUENA VISTA STREET

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

Designed by: JS
Date: 04/2023
Checked by: GKD
Date: 04/2023
Drawn by: JS
Date: 04/2023
Checked by: GN
Date: 04/2023

Reviewed By: 4/17/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/17/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 6 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1866

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\0 DESIGN\F-1866 2022 SEWER PLAN.dwg



FERN AVENUE, GRANT STREET & EUREKA STREET
SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

(5) INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
(8) RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
(9) PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
(10) COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
No. C93200
CIVIL
STATE OF CALIFORNIA

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***
SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

*** * * * * * * NOTE: * * * * * * ***
ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521029

FERN AVENUE, GRANT STREET & EUREKA STREET

Designed by: JS
Date: 04/2023
Checked by: GKD
Date: 04/2023
Drawn by: JS
Date: 04/2023
Checked by: GN
Date: 04/2023

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 4/17/2023 Date
Approved By:
Goutam K Dobey, City Engineer, R.C.E. 75646 — 4/17/2023 Date

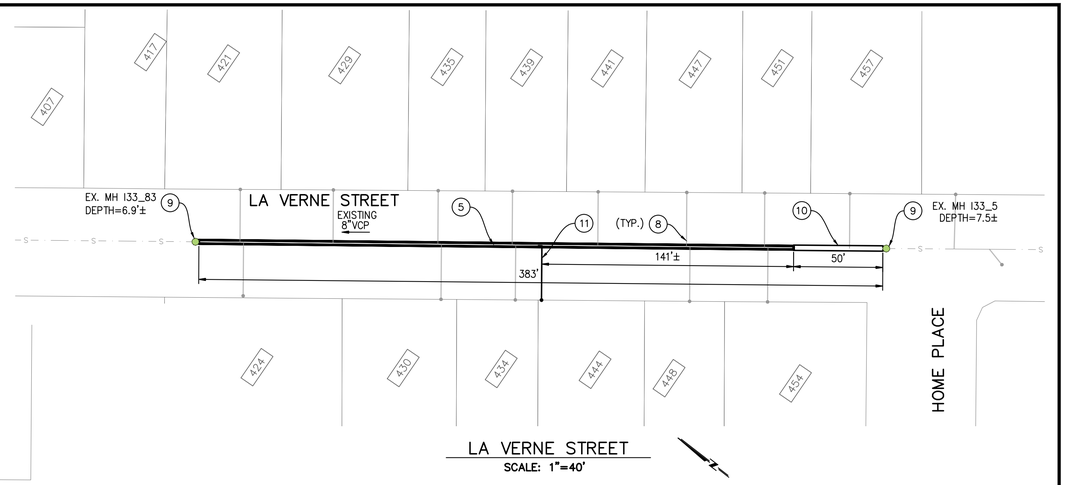
Sheet 7 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1866

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\6 DESIGN\F-1866 2022 SEWER PLAN.dwg



4TH STREET & EUREKA STREET
SCALE: 1"=40'



LA VERNE STREET
SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
4. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
5. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
8. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
9. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
10. COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2
11. LATERAL CONNECTION REPAIR

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

Underground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***
SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

*** * * * * * * NOTE: * * * * * * ***
ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT
PROJECT NO. 521029

4TH STREET, EUREKA STREET & LA VERNE STREET

Designed by: JS
Date: 04/2023
Checked by: GKD
Date: 04/2023
Drawn by: JS
Date: 04/2023
Checked by: GN
Date: 04/2023

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date 4/17/2023
Approved By:
Goutam K Dobey, City Engineer, R.C.E. 75646 Date 4/17/2023

Sheet 8 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1866

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\6 DESIGN\F-1866 2022 SEWER PLAN.dwg



LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
4. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
5. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
8. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
9. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
10. COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***
SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

*** * * * * * * NOTE: * * * * * * ***
ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

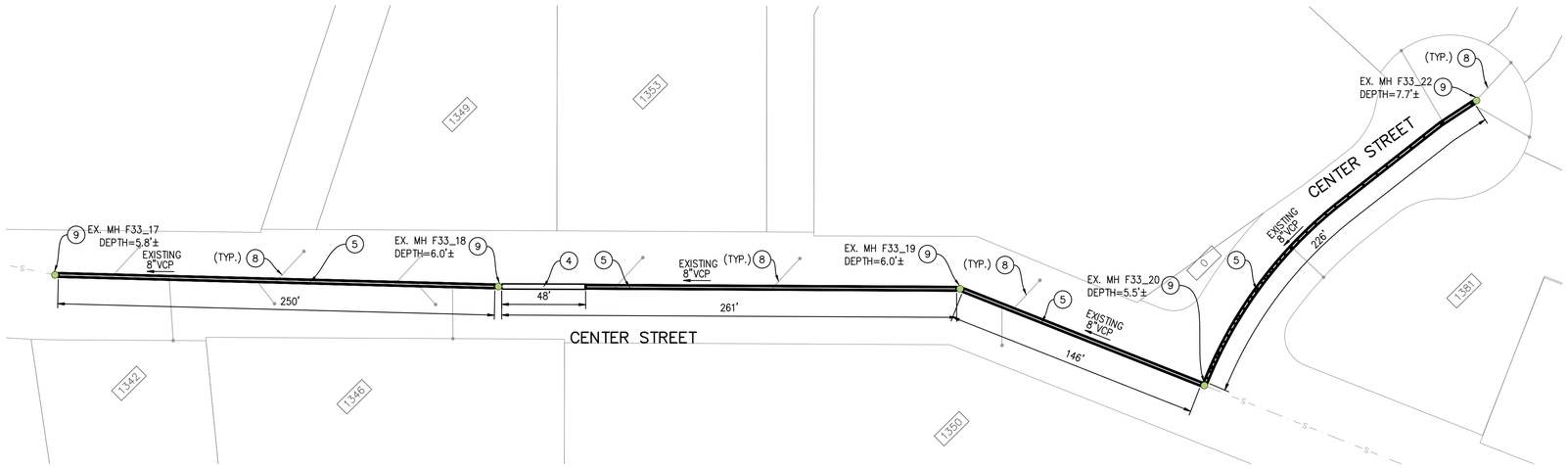
2022 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521029

GARDEN STREET EASEMENT, KNOLL ROAD & ELIZABETH STREET

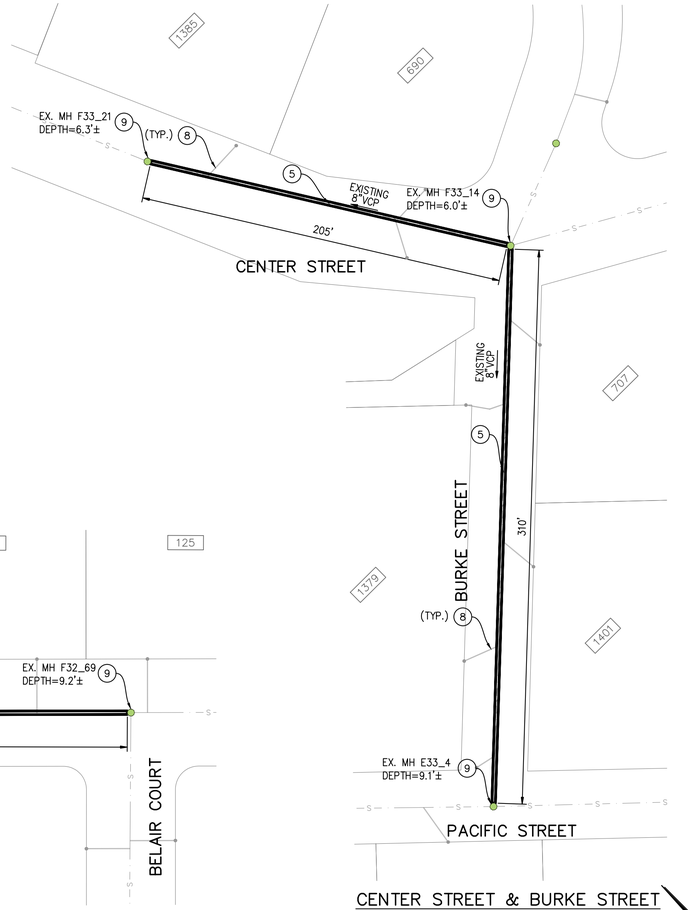
Designed by: JS	Reviewed By: 4/17/2023
Date: 04/2023	Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Checked by: GKD	Approved By: 4/17/2023
Date: 04/2023	Goutam K Dobey, City Engineer, R.C.E. 75646 Date
Drawn by: JS	Sheet 9 of 14 Sheets
Date: 04/2023	Scale: Horiz. AS SHOWN
Checked by: GN	Vert. N/A
Date: 04/2023	

F-1866

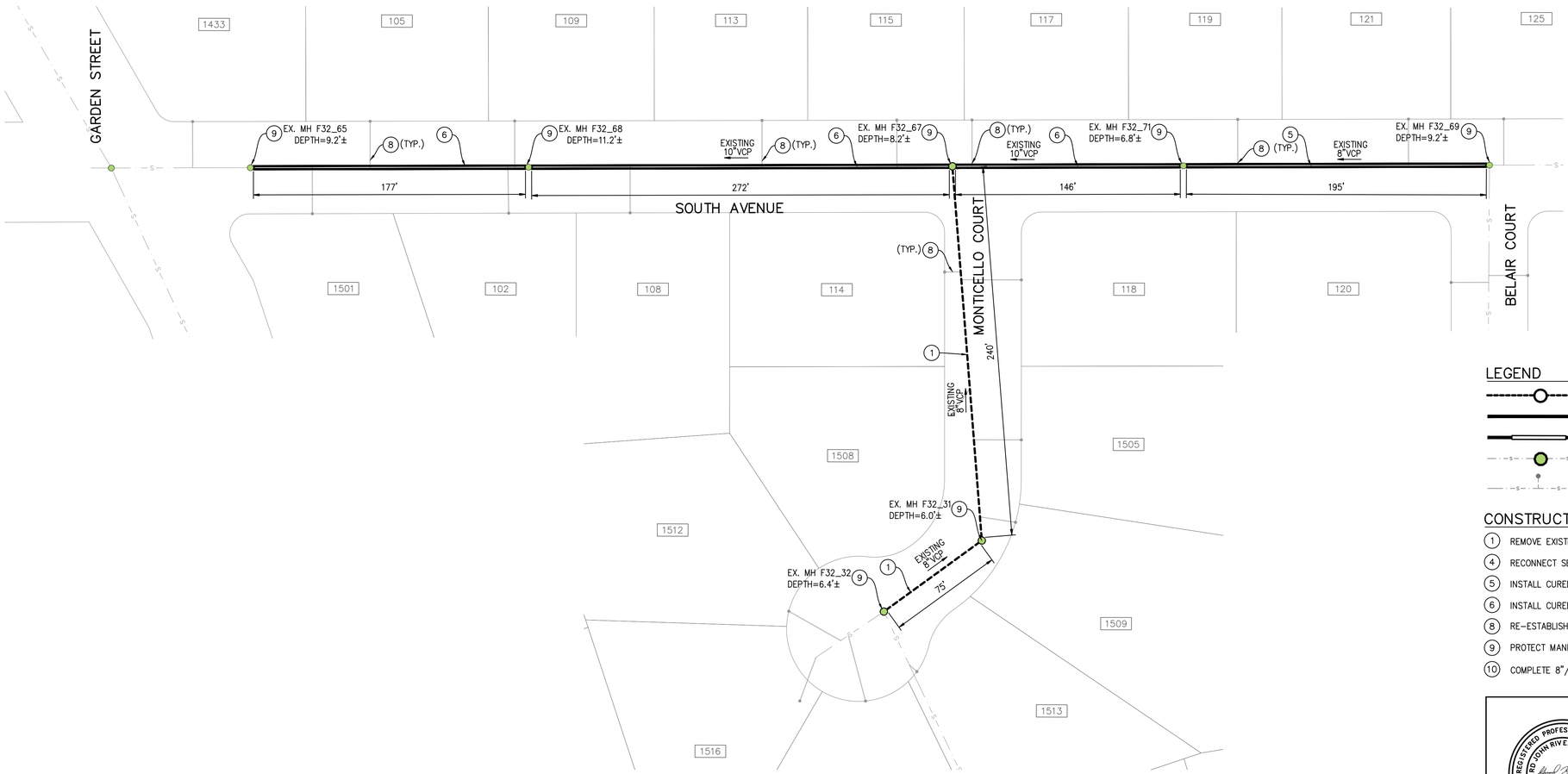
K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\6 DESIGN\F-1866 2022 SEWER PLAN.dwg



CENTER STREET
SCALE: 1"=40'



CENTER STREET & BURKE STREET
SCALE: 1"=40'



SOUTH AVENUE & MONTICELLO COURT
SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
4. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
5. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
6. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 10" PIPE
8. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
9. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
10. COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT
PROJECT NO. 521029

CENTER STREET, BURKE STREET, SOUTH AVENUE & MONTICELLO COURT

Designed by: JS Date: 04/2023
Checked by: GKD Date: 04/2023
Drawn by: JS Date: 04/2023
Checked by: GN Date: 04/2023

Reviewed By: 4/17/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/17/2023
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 10 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1866

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***
SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

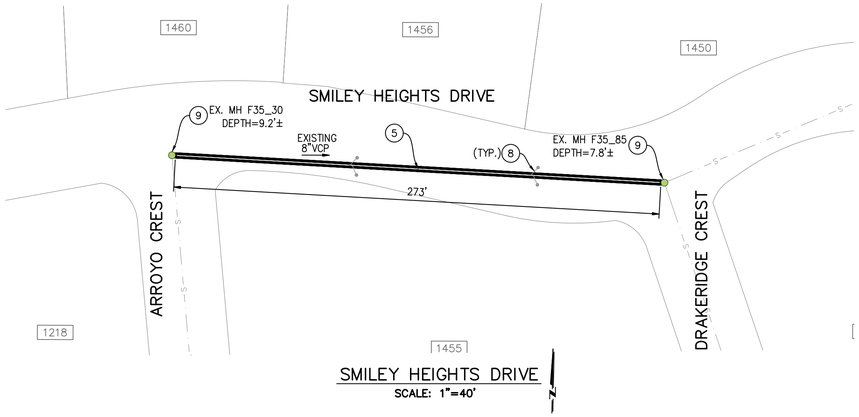
*** * * * * * * NOTE: * * * * * * ***
ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

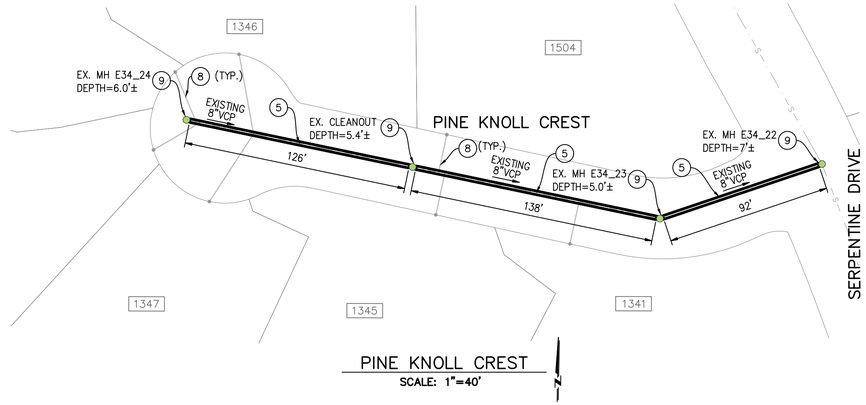
BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

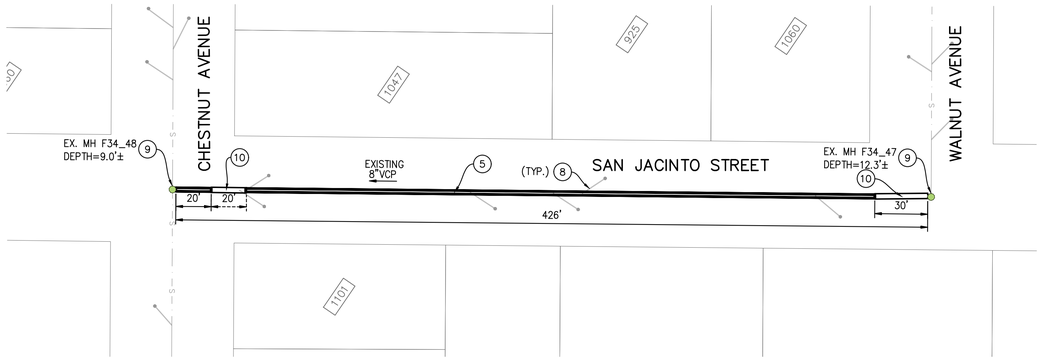
K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\6 DESIGN\F-1866 2022 SEWER PLAN.dwg



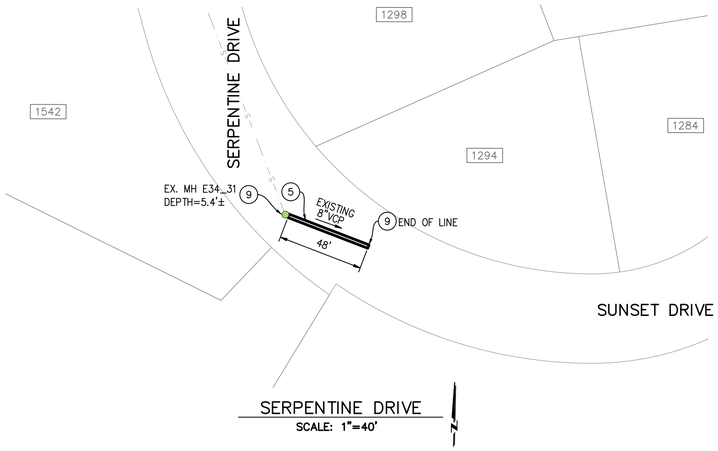
SMILEY HEIGHTS DRIVE
SCALE: 1"=40'



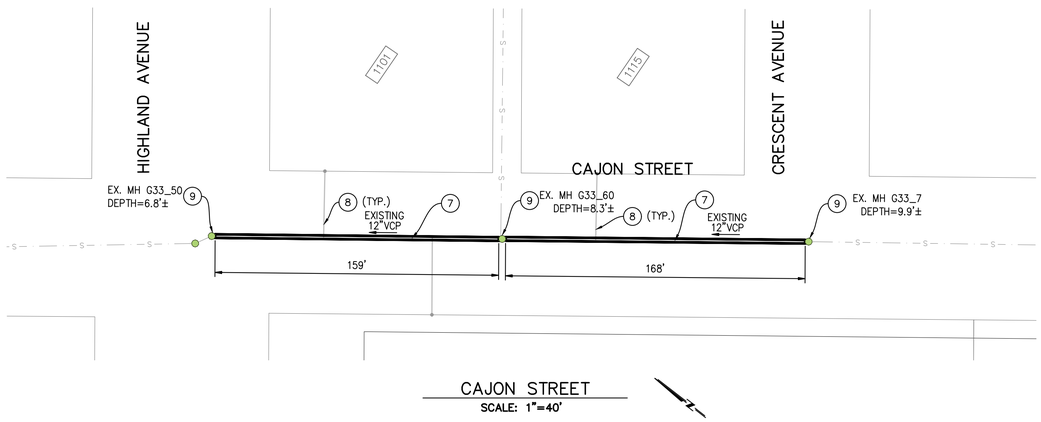
PINE KNOLL CREST
SCALE: 1"=40'



SAN JACINTO STREET
SCALE: 1"=40'



SERPENTINE DRIVE
SCALE: 1"=40'



CAJON STREET
SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

(5) INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
(7) INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 12" PIPE
(8) RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
(9) PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
(10) COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***
SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

*** * * * * * * NOTE: * * * * * * ***
ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521029

SMILEY HEIGHTS DRIVE, PINE KNOLL CREST, SAN JACINTO STREET, SERPENTINE DRIVE & CAJON STREET

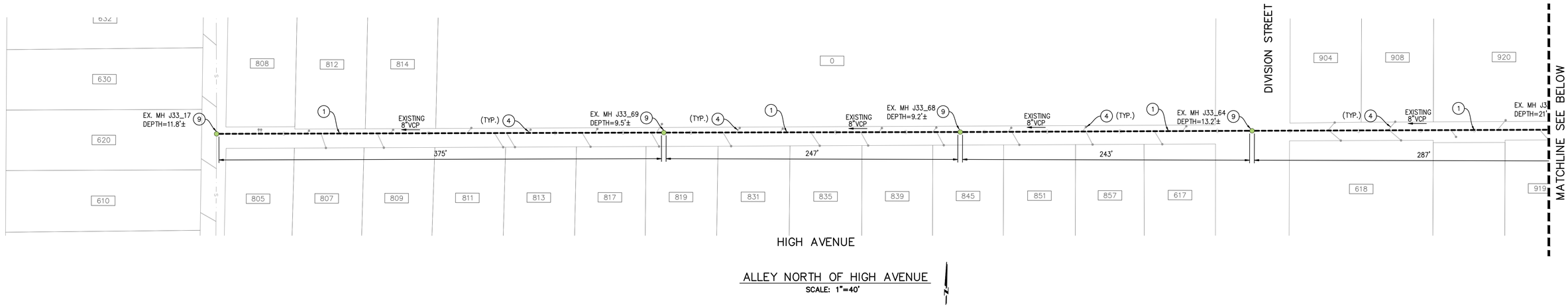
Designed by: JS Date: 04/2023
Checked by: GKD Date: 04/2023
Drawn by: JS Date: 04/2023
Checked by: GN Date: 04/2023

Reviewed By: 4/17/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/17/2023
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

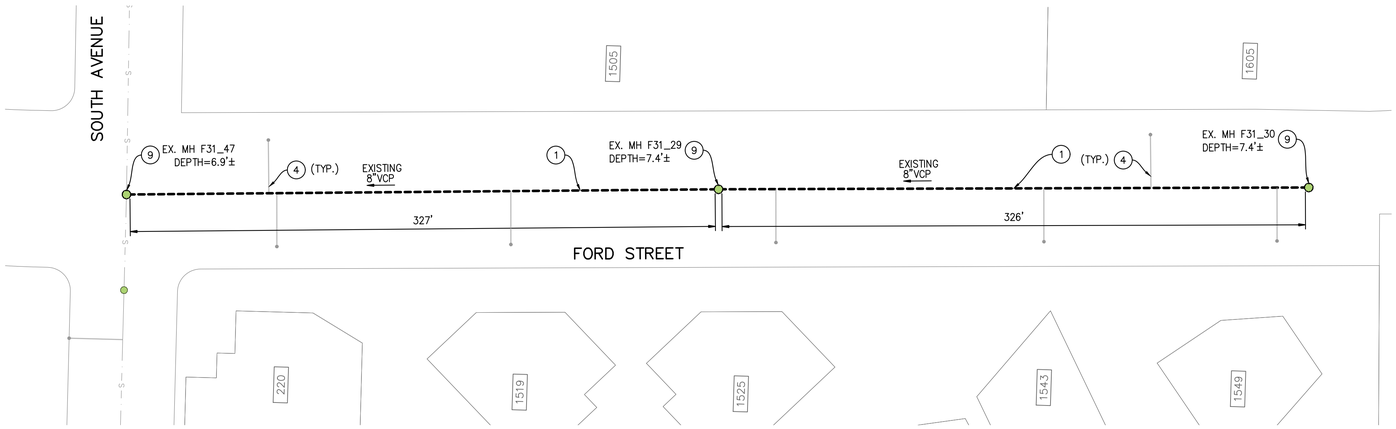
Sheet 11 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1866

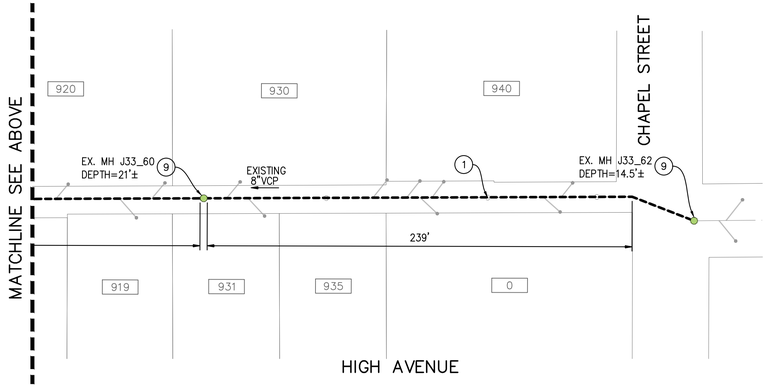
K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\E DESIGN\F-1866 2022 SEWER PLAN.dwg



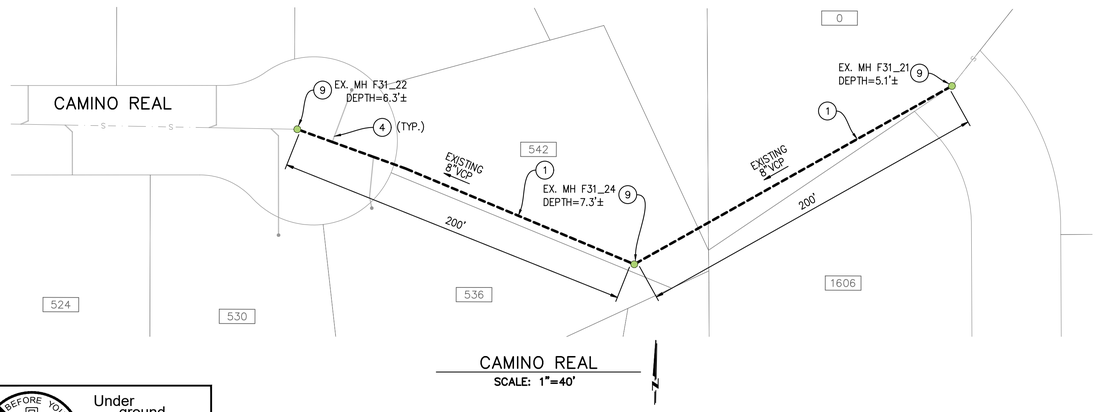
ALLEY NORTH OF HIGH AVENUE
SCALE: 1"=40'



FORD STREET
SCALE: 1"=40'



ALLEY NORTH OF HIGH AVENUE
SCALE: 1"=40'



CAMINO REAL
SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
4. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
9. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521029

ALLEY NORTH OF HIGH AVENUE, FORD STREET & CAMINO REAL

F-1866

Designed by: JS
Date: 04/2023
Checked by: GKD
Date: 04/2023
Drawn by: JS
Date: 04/2023
Checked by: GN
Date: 04/2023

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — Date 4/17/2023
Approved By:
Goutam K Dobey, City Engineer, R.C.E. 75646 — Date 4/17/2023

Sheet 12 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***
SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

*** * * * * * * NOTE: * * * * * * ***
ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

K:\Capital Projects\521900_WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\6 DESIGN\F-1866 2022 SEWER PLAN.dwg



LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
4. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
9. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2

ALLEY EAST OF OHIO STREET,
ALLEY EAST OF CLAY STREET, &
ALLEY EAST OF WASHINGTON STREET
SCALE: 1"=40'

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***
SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

*** * * * * * * NOTE: * * * * * * ***
ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
No. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT
PROJECT NO. 521029
ALLEY EAST OF OHIO STREET,
ALLEY EAST OF CLAY STREET &
ALLEY EAST OF WASHINGTON STREET

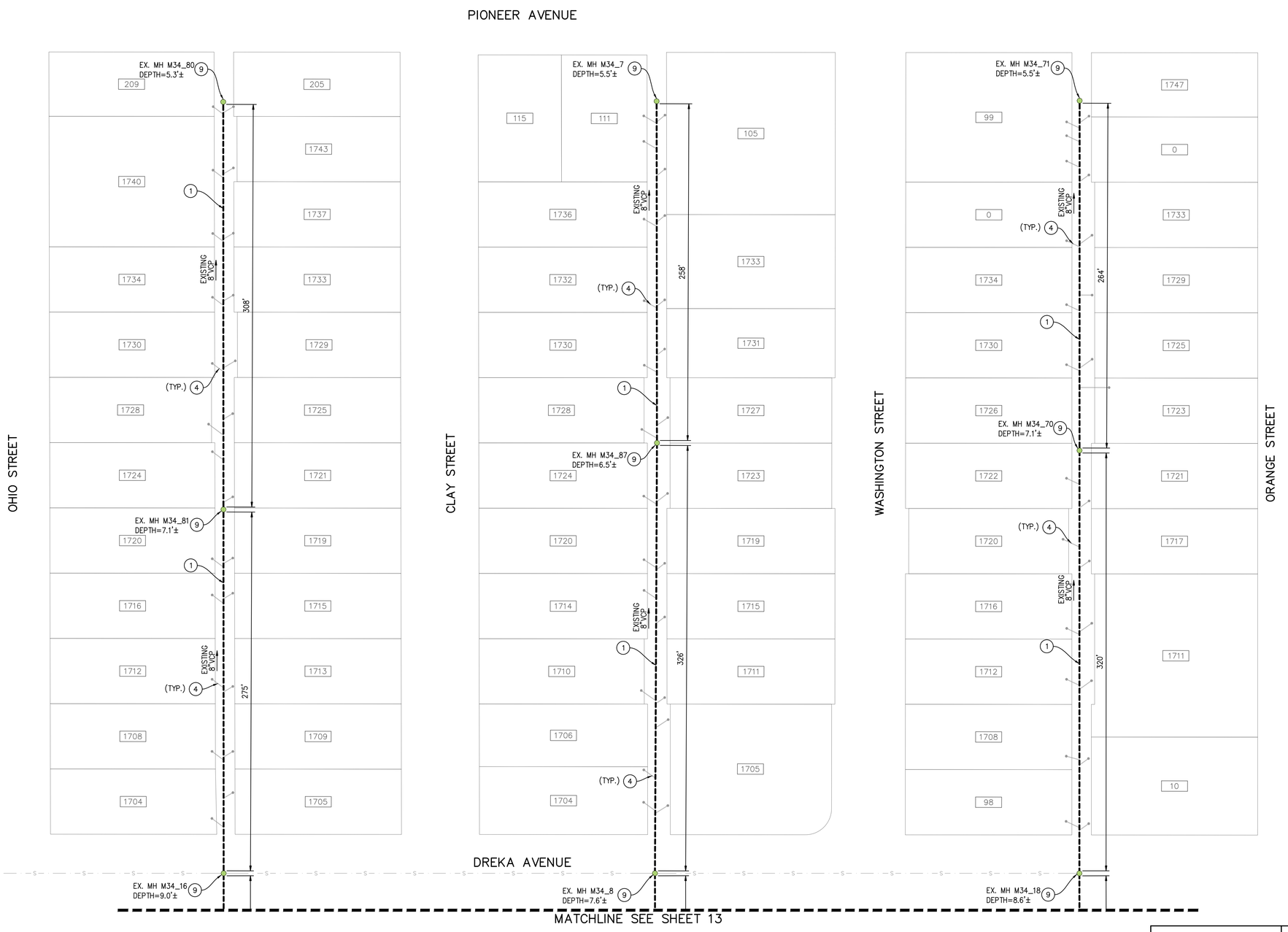
Designed by: JS
Date: 04/2023
Checked by: GKD
Date: 04/2023
Drawn by: JS
Date: 04/2023
Checked by: GN
Date: 04/2023

Reviewed By: 4/17/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/17/2023
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 13 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1866

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\6 DESIGN\F-1866 2022 SEWER PLAN.dwg



ALLEY EAST OF OHIO STREET,
ALLEY EAST OF CLAY STREET, &
ALLEY EAST OF WASHINGTON STREET
SCALE: 1"=40'

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
4. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***
SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

*** * * * * * * NOTE: * * * * * * ***
ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
No. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2022 CIP SEWER PIPELINE REPLACEMENT
PROJECT NO. 521029
ALLEY EAST OF OHIO STREET,
ALLEY EAST OF CLAY STREET &
ALLEY EAST OF WASHINGTON STREET

Designed by: JS
Date: 04/2023
Checked by: GKD
Date: 04/2023
Drawn by: JS
Date: 04/2023
Checked by: GN
Date: 04/2023

Reviewed By: 4/17/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 4/17/2023
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 14 of 14 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1866

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2022 CIP Sewer Pipeline Replacement\6 DESIGN\F-1866 2022 SEWER PLAN.dwg

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

2022 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521029

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

April 2023

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

2022 CIP SEWER PIPELINE REPLACEMENT PROJECT PROJECT NO. 521029

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Municipal Utilities and Engineering Department's Water Systems Standard Specifications and Sanitary Sewer System Standard Specifications, latest editions; and General Permit Conditions and Trench Specifications.

City Council:
Eddie Tejeda, Mayor
Paul T. Barich, Mayor Pro Tem
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember
Mario Saucedo, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

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

April 2023

THIS PAGE INTENTIONALLY LEFT BLANK

2022 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521029

TABLE OF CONTENTS

(XX) REFLECTS PAGE IDENTIFICATION FOOTER ABBREVIATION

NOTICE INVITING SEALED PROPOSALS (NIB)

BID DOCUMENTS (BD)

INSTRUCTIONS TO BIDDERS 1
PROPOSAL…. 10
BID CERTIFICATION 13
BID BOND…. 14
NON-COLLUSION AFFIDAVIT 15
STATEMENT BY BIDDER 16
OFFICERS OF CORPORATION (Members of Firm) 16
SUB-CONTRACTORS LIST 17
QUALIFICATION AND EXPERIENCE STATEMENT 18
GENERAL INFORMATION 19

CONTRACT DOCUMENTS (CD)

PUBLIC WORK CONSTRUCTION CONTRACT 1
WORKER'S COMPENSATION INSURANCE CERTIFICATION 4

GENERAL CONDITIONS (GC)

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS 1
SECTION 2 - SCOPE OF THE WORK 2
SECTION 3 - CONTROL OF THE WORK 3
SECTION 4 - CONTROL OF MATERIALS 7
SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES 8
SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK 30
SECTION 7 - MEASUREMENT AND PAYMENT 32
SECTION 8 - FACILITIES FOR AGENCY PERSONNEL 33
SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS 33
SECTION 10 - TRENCHING AND EXCAVATION 33
SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES 34
SECTION 200 - ROCK MATERIALS 35
SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS 36
SECTION 203 - BITUMINOUS MATERIALS 36

SECTION 206 - MISCELLANEOUS METAL ITEMS 37
SECTION 207 – GRAVITY PIPE 38
SECTION 211 - MATERIAL TESTS 38
SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS 38
SECTION 300 - EARTHWORK 39
SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS 43
SECTION 302 - ROADWAY SURFACING 48
SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION 58
SECTION 304 - METAL FABRICATION AND CONSTRUCTION 62
SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS 62

GENERAL REQUIREMENTS

SECTION 01110 COORDINATION OF WORK
SECTION 01111 TRAFFIC CONTROL PLAN
SECTION 01112 DESCRIPTION OF WORK
SECTION 01200 MEASUREMENT AND PAYMENT
SECTION 01251 CHANGE ORDER REQUESTS
SECTION 01254 CHANGE ORDERS
SECTION 01298 SCHEDULE OF VALUES
SECTION 01321 CONSTRUCTION SCHEDULE
SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY
SECTION 01323 CONSTRUCTION STATUS REPORTS
SECTION 01330 SUBMITTALS
SECTION 01572 EROSION CONTROL PLAN
SECTION 01581 CONSTRUCTION INFORMATION SIGNS
SECTION 01721 MOBILIZATION
SECTION 01722 SURVEYING
SECTION 01732 POTHOLING
SECTION 01740 DEMOBILIZATION

TECHNICAL SPECIFICATIONS

SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES
SECTION 02766 CURED-IN-PLACE (CIPP)

APPENDIX

APPENDIX A	CHECKLIST OF LABOR LAW REQUIREMENTS
APPENDIX B	CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE
APPENDIX C	CCTV VIDEOS
APPENDIX D	CITY OF REDLANDS CONTRACTOR SAFETY PROGRAM
APPENDIX E	PERMITS

THIS PAGE INTENTIONALLY LEFT BLANK

NOTICE INVITING SEALED PROPOSALS (NIB)
For
2022 CIP SEWER PIPELINE REPLACEMENT PROJECT
Project No. 521029

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed Proposals (Bids) at the office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373, on **May 10, 2023**, up to the hour of **2:00 p.m.,** at which time they will be opened and publicly read. Bids shall be marked: **BID FOR: 2022 CIP SEWER PIPELINE REPLACEMENT PROJECT, Project No. 521029.**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

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

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A or "Class C-34" and provide their California State Contractor's License numbers

to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Johana Silva, Project Manager, at 909-798-7584 Ext 7. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Jeanne Donaldson
City Clerk, City of Redlands

BID DOCUMENTS
(BD)

THIS PAGE INTENTIONALLY LEFT BLANK

INSTRUCTIONS TO BIDDERS
For
2022 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521029

Bids to receive consideration shall be made in accordance with the following instructions:

1. PROPOSALS:

a. Bids shall be made upon the form of proposal furnished by the City. All Bids shall be properly executed with all items filled in; the signatures of all persons signing shall be in longhand. If the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the sum of the individual bid item's and the total amount named by a Bidder are not in agreement, the sum of the bid item's shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the total price written in words and the total price written in figures are not in agreement, then the total price written in words will be considered as representing the Bidder's intention, and the totals will be corrected by the Engineer to conform thereto.

b. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete Bids, erasures, or irregularities of any kind. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

c. Bids shall be accompanied by a cashier's or a certified check or Bidder's admitted corporate surety bond, in an amount not less than ten percent (10%) of the bid, made payable to the City of Redlands. Said check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the work. In the case of refusal or failure to enter into said Contract, within fourteen (14) days after Notice of Award by the City in writing, the security shall be applied by the City to the difference between such bid and next lowest acceptable bid and surplus, if any, shall be returned to Bidder if cash or check is used, or to Surety if bid bond is used.

d. Before submitting a bid, Bidders shall carefully examine the Plans; read the Specifications; read all other Contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the Contract. No allowance will be made due to lack of examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality and scope of work to be performed; the quantities of materials to be furnished; and as to the requirements of the Bid Proposal, plans and specifications.

e. Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

f. The bid must be submitted on or before the date and time specified in the Notice Inviting Sealed Proposals (Bids). The bid shall be submitted in a sealed envelope marked in the lower left corner as follows:

BID FOR: 2022 CIP SEWER PIPELINE REPLACEMENT PROJECT, PROJECT NO. 521029

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

2022 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521029

NOTE: Bidders must bid each item in this schedule. All entries in the entire 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.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Base Bid Price)	LUMP SUM	N/A	$_____
2	Traffic Control	LUMP SUM	N/A	$_____
3	Erosion Control Plan	LUMP SUM	N/A	$_____
4	Survey	LUMP SUM	N/A	$_____
5	Remove and Replace with 8" SDR 35 PVC Pipe	9,656 LF	$_____/LF	$_____
6	Remove and Replace with 10" SDR 35 PVC Pipe	159 LF	$_____/LF	$_____
7	Remove and Replace with 12" SDR 35 PVC Pipe	325 LF	$_____/LF	$_____
8	Reconnect Service Laterals	328 EA	$_____/EA	$_____
9	CIPP 8" Pipe	11,094 LF	$_____/LF	$_____
10	CIPP 10" Pipe	595 LF	$_____/LF	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
11	CIPP 12" Pipe	983 LF	$_____/LF	$_____
12	Reestablish Lateral Connections following CIPP	322 EA	$_____/EA	$_____
13	8"/10" Spot Repair	438 LF	$_____/LF	$_____
14	Lateral Connection Repair	7 EA	$_____/EA	$_____
15	Flow Bypass	LUMP SUM	N/A	$_____
16	Testing of CIPP Liner	5 EA	$_____/EA	$_____
17	Demobilization	LUMP SUM	N/A	$_____
18	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$ 200,000.00
			BID SCHEDULE TOTAL PRICE	$_____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: $_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:

The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 11. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____ _____

Company Name Signature

_____ _____

Address Name

_____ _____

City, State, Zip Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the PROJECT NO. 521029.

NOW, THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of agreement bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials; then this obligations shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and Judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

_____**(SEAL)**
(Principal)

By:_____
(Signature)

_____**(SEAL)**
(Surety)

By:_____
(Signature)

Address:_____

_____

Telephone (___)_____

(Seal and Notarial Acknowledgment of Surety)

STATEMENT BY BIDDER
NON-COLLUSION AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that

he is
(Sole Owner, a Partner, President, Secretary, etc.)

of
(Contractor)

the party making the foregoing bid on PROJECT NO. 521029 that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or of any other Bidder or to fix any overhead, profit, or cost element of the bid price or of that of another bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that the Bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

Signature of Officer Administering Oath
(Notary Public)

STATEMENT BY BIDDER
OFFICERS OF CORPORATION (Members of Firm)

The names of all persons interested in the foregoing proposals as principals, are as follows: (IMPORTANT NOTICE - if Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full).

_____ _____

_____ _____

_____ _____

Licensed in accordance with an act providing for the Registration of Contractors, License

No. _____.

Signature of Bidder _____ Dated_____

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer(s) authorized to sign contracts on behalf of the corporation; if Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership, and if the Bidder is an individual, that signature shall be placed above.

STATEMENT BY BIDDER
SUB-CONTRACTORS LIST

Bidder supplies the following information for any Subcontractor who will perform work or labor or render services to the prime contractor, etc. to be used on PROJECT NO. 521029, all in accordance with Section 4104 of the California Public Contract Code.

LICENSED SUBCONTRACTOR'S NAME AND BUSINESS ADDRESS	LICENSE #	SPECIFIC DESCRIPTION OF SUBCONTRACT & BID ITEM #	% OF BID ITEM TO BE PERFORMED

STATEMENT BY BIDDER
QUALIFICATION AND EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of three (3) projects of a type similar in magnitude and character to that contemplated under PROJECT NO. 521029 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

CONTRACT DOCUMENTS
(CD)

THIS PAGE INTENTIONALLY LEFT BLANK

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 2023, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: **2022 CIP SEWER PIPELINE REPLACEMENT PROJECT**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **2022 CIP SEWER PIPELINE REPLACEMENT PROJECT, PROJECT NO. 521029** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within one hundred twenty (120) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
2022 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521029

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

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

CHECK ONE

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

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

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

Dated this _____ day of _____, 2023.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as _____ and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and,_____, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not

exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

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

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

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

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

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

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

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

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

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and ___ (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated _____, 2023, and identified as **2022 CIP SEWER PIPELINE REPLACEMENT PROJECT, Project No. 521029** is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ dollars ($_____) 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 _____, 2023.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address: _____

_____

Telephone: (____)_____

CD 7

THIS PAGE INTENTIONALLY LEFT BLANK

GENERAL CONDITIONS
(GC)

THIS PAGE INTENTIONALLY LEFT BLANK

GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The City Engineer of the Agency, or other person designated by the City Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street - *Delete and replace with the following:*
"Any road, highway, parkway, freeway, avenue, street, lane, alley, crossing, intersection, court, place, circle, walk, way, or any public right-of-way within the jurisdiction of the Agency."

Surety - *Delete and replace with the following:*
"An admitted corporate surety as listed by the United States Department of Treasury and duly licensed to conduct business in the State of California and County of San Bernardino and acceptable to the City of Redlands, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred."

Warranty. An extended insurance by the Contractor, of any product or item of work installed as a part of this project for replacement and/or repair for the time period specified, including but not limited to, all parts, labor, materials, tools, equipment costs, etc. necessary for the product or item of work to be in proper and acceptable working condition after completion of the project. For the purposes of this Contract, the period of coverage shall begin on the date of the Notice of Completion filed by the Owner.

Working Hours. Unless specified otherwise, working hours shall be from 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays, as shown on the current year Construction Schedule, are excluded unless authorized by the City.

1-7.2 CONTRACT BONDS. - *Add the following sentence to paragraph 1:*
The warranty provisions set forth in Section 7-18 shall be secured by the Contract Performance Bond required under this section and said Bond shall remain in full force and effect for a period of one year from the date of completion as specified in the Notice of Completion.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS. - *Amend the following:*

Amend the first sentence of paragraph 1 as follows:
"The Contractor will obtain all permits necessary to perform the work in streets, highways, railways or other rights-of-way."

Add the following sentence between the first and second sentences of paragraph 1:
For all work within Caltrans right-of-way, the Contractor shall obtain their own Caltrans Encroachment Permit and pay all necessary permit and inspection fees as required by Caltrans.

Add the following paragraph:
The Contractor shall, prior to the start of work, procure all permits and licenses, including but not limited to, a City Business License for itself, subcontractors, and all parties performing actions associated with this contract within the City of Redlands, City Truck Route Permit, City Street/Lane Closure Permit, City Encroachment Permit, USA Verification Number, DOSH Excavation Permit, other permits required by agencies and/or utilities having jurisdiction on the work, pay all charges and fees required by the City, other agencies and utilities, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City permits associated with this project are no fee to the Contractor.

SECTION 3 - CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. – *Add the following paragraphs:*
Contractor's working drawings or plans for any structure not included in the plans shall be approved by the Engineer before any work is performed. It is mutually agreed that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of their working plans with the approved plans and specifications.

Finished surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans will be determined by the Engineer and approved in writing. In the event of a discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

Should it appear that the work to be done or any matter thereto is not sufficiently detailed or explained by the plans and specification, the Contractor shall apply to the Engineer for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original plans and specifications.

3-7.1.1 Preconstruction Meeting. The Contractor to whom the contract is awarded, and all his major subcontractors, shall attend a pre-construction meeting. The time and location of said meeting will be set by the City. Contractor will be given adequate notice of such meeting. It shall be the Contractor's responsibility to notify his subcontractors of the time and location of the meeting. All submittals as required under the General Requirements shall be submitted by the Contractor at the time of the meeting.

The Contractor will be provided with an electronic (.PDF file) of the conformed plans and specifications for their use throughout the project. Contractor is responsible for all costs of reproduction.

Progress meetings will be scheduled by the City. The Contractor will be given at least five working days notice of the time and location of said meetings. The Contractor has the responsibility of notifying his subcontractors, suppliers, and fabricators of the time and location of said meetings. Meetings will be held either at the job site, at the offices of the City of Redlands, or at any other

location approved by the City. The Contractor may request, in writing, that a meeting be held. The City will schedule a meeting at the Contractor's request not more than five working days after receiving said written notice.

3-7.2 Precedence of Contract Documents. – *Replace paragraph 2 with the following:*
The precedence shall be (A. being highest, O. being lowest):

A. Permits from other Agencies as may be required by law.
B. Change Orders.
C. Contract.
D. Addenda.
E. Bid Schedule/Proposal.
F. General Requirements.
G. Technical Specifications.
H. Plans.
I. MUED General Permit Conditions and Trench Specifications.
J. City of Redlands Water & Sewer Systems Standard Specifications.
K. General Conditions.
L. City of Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements and all Supplements
M. Standard Specifications for Public Works Construction (SSPWC), 2018 Edition
N. Standard Plans for Public Works Construction, 2012 Edition
O. Reference Specifications.

3-8.7 Record Drawings. The Contractor shall maintain at the job site, a set of record drawings for the work showing: exact location information of all existing underground utilities encountered, final locations determined in the field, any deviations from the plans and specifications and new work performed within the work area; and all differences between the work as drawn and as installed for all concealed work as well as work added which is not shown on the drawings. Concealed work shall mean all work installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features. When vacuum excavation (potholing) services are required, contractor to provide report that identifies depth and alignment of underground utilities.

These record drawings shall be kept current and legible, and shall be available for inspection at all times by the Engineer, Architect and Contractor. All information, changes in the work or work added on these record drawings shall be marked in red. All markings shall use the same legends that are used on the drawings. Indicate locations by exact dimensions and elevations. Give dimensions and elevations from a permanent reference point and prepare all changes to scale.

At the end of construction, the contractor shall prepare one set of marked-up prints of the record drawings indicating any and all revisions and changes to the drawings reflecting As-Built conditions. The drawings shall also contain a listing of all subcontractors who worked on the construction project. The As-Built drawings will be submitted to the Municipal Utilities and Engineering Department for review and approval by the City Inspector and Engineer.
The design engineer or City staff shall prepare the final As-Built drawings for record purposes in one of the following two ways: (1) Check out the original drawings from the City and manually revise the

drawings to reflect the As-Built condition; or (2) Re-plot the original drawings electronically on 4 mil mylars and make revisions electronically to reflect the As-Built conditions. The final As-Built drawings will be reviewed and approved by the City Inspector and Engineer

The construction related bonds will not be released by the City until the As-Built drawings are accepted by the Engineer and all City stipulated conditions for the release of the bonds have been satisfied.

3-10 SURVEYING.

3-10.3 Line and Grade. - *Add the following sentences to paragraph 1:*
All distances and measurements shown are and will be made in a horizontal plane. Construction line and grade staking shall be set at maximum intervals of 25 feet when the grade is 0.50 percent or greater. Construction line and grade staking shall be set at maximum intervals of 12 feet when the grade is less than 0.50 percent.

3-10.4 Permanent Survey Markers.
The Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Profession Code shall be hired as a subcontractor or employed by the Contractor.

3-10.5 Survey Service.
Contractor shall be responsible for: furnishing all surveying and staking, horizontal and vertical, as shown on the plans and in accordance with the specifications; furnishing all staking for sub-grade and base course grades per typical sections; replacing any existing monuments and ties which have been destroyed by construction; identifying, locating and tying out all monuments and ties necessary within the work area; and shall reinstall all disturbed monuments and ties, supplying the Engineer with copies of monument and tie sheets recorded with the County Surveyor in accordance with applicable State law. Monuments shall be approved by the Engineer.

Surveying and staking shall be done by a Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Professions Code.

Unless otherwise specified, stakes will be set and stationed by the Contractor's surveyor for curbs, headers, sewers, storm drains, structures, rough grade and all other staking necessary for the construction of the work. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet to be supplied to the Engineer. The Contractor shall dig all holes necessary for line and grade stakes.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.2 Acceptance. - *Add the following paragraphs:*
The Contractor shall submit written assertion that the work has been completed prior to the Engineer making final inspection. The Engineer will have 48 hours to inspect the work. If the Engineer determines that the work is not complete, written notice will be given.

Until final acceptance of work by the Engineer, the Contractor shall have charge and care thereof from damage caused by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

All work which has been rejected shall be remedied or removed and replaced by the Contractor at their expense with work conforming to the plans and specifications. Any defective material or workmanship which may be discovered before final acceptance or within one year from the date of final acceptance shall be immediately corrected by the Contractor at their expense, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver a complete, operational project that complies in all details with these specifications, at the time of final acceptance.

Any omission or failure on the part of the City to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed as acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The City will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the City is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

Nothing in this section shall be construed to limit the rights of the City to immediately correct conditions which are unsafe or which pose a public health nuisance. Should said corrections later be found to be caused by defective material and/or workmanship, the Contractor and their surety shall reimburse the City for costs reasonably incurred while attending the situation.

In the event it is necessary for the City to file suit to enforce any liability of the Contractor pursuant to this Section, the City shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees including reasonable attorneys' fees incurred by the City in successfully enforcing the Contractor's obligation, all to be taxed as costs and included in any judgment rendered.

3-13.3 Warranty. - *Amend the following:*

Amend the first sentence of the paragraph 3:
"The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence from the date of the final acceptance, except where longer warranty periods are specified."

Add the following paragraphs:
All start-up and testing shall be complete, approved and accepted before final acceptance, substantial completion, or beneficial occupancy.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the specifications or by law. The remedies provided herein shall not be exclusive and the City shall be entitled to any and all remedies provided by law.

3-14 INSPECTION.

The Contractor shall notify the Engineer at least 24 hours in advance before inspection is required. Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the Engineer so that proper inspection may be provided. Varied working hours may be allowed only upon written authorization from the Engineer.

Work financed in whole or in part with funds from another public entity or performed within the jurisdiction of another public entity shall be subject to inspection at all times by authorized representatives of that entity.

The work shall be ready for inspection, whether by City, other public entities or independent testing laboratories, at the scheduled times arranged by the Contractor. If, in the City's sole judgment, the work is not ready and the inspection must be rescheduled, the Contractor shall be notified. The Contractor shall reschedule the inspection and provide the proper 24 hour notification for the rescheduled inspection. Any costs incurred by the City for rescheduled inspections shall be reimbursed prior to the release of Bonds.

In order to allow for inspection, the Contractor shall notify the City's inspector sufficiently in advance of the permanent concealment of any materials or work. The City's inspector shall make the appropriate notifications to other public entities and independent testing laboratories for inspections. All inspections required in the specifications for this project shall be coordinated through the City's inspector.

If any work is concealed or performed without the prior notice specified, the work shall be subject to such tests or exposure as may be necessary to prove to the City, Architect and Engineer, that the materials used and the work performed are in conformity with the drawings and specifications. All labor, tools, materials and equipment necessary for exposing and testing shall be furnished by the Contractor at their expense. The Contractor shall replace at their expense, any materials or work damaged by exposure or testing.

Overtime inspection may be requested by the Contractor. Overtime inspection includes but is not limited to, any hours worked outside of the inspector's normal working hours including weekends and holidays. Such requests shall be on a case-by-case basis as determined by the Engineer. If the Engineer so determines and approves, overtime inspection shall be paid for by the Contractor at the current City billing rate at the time of request or as billed by other public entities or independent testing laboratories. Any costs incurred by the City for overtime inspection shall be reimbursed prior to the release of Bonds.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL. - *Delete and replace with the following:*

Should any work performed or material furnished under the Contract prove defective or not in accordance with the Plans and Specifications and in the opinion of the Engineer such defect is not of sufficient magnitude or importance to make the work dangerous or unusable, or if the removal of such work is impracticable or will create dangerous or undesirable conditions, the Engineer at his discretion shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefore in the payment due the Contractor as may be just and reasonable.

4-1.1 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials supplied and equipment installed and incorporated in the work and agrees, upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Owner.

4-1.2 Clayton Act. In submitting a bid to the City, if the bid is accepted the Contractor agrees it will assign to the City 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 Division 7 of the Business and Professionals Code), arising from purchases of goods, materials, or services by the Bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES

5-1.1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dbA at a distance of 15 m (50 feet) shall apply to all construction equipment on or related to the work whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

5-1.2 General.

The enclosed toilets required by this section shall be located within an approved yard, if one is acquired by the Contractor. If a yard is not acquired by the Contractor or the project is not within a City owned property, the toilets must be installed on a trailer and removed from the jobsite each day. At no times shall toilets be stored within the public right of way outside of working hours.

5-3 LABOR. - *Amend the following:*

5-3.1 General. - *Add the following paragraphs:*
Employment of apprentices are required on projects of $30,000 or more. Provisions in Sections 1777.5 of the California Labor Code fixes responsibility of compliance with that section for all apprenticeable occupations with the Contractor. Section 1777.5 provides that the Contractor and every Subcontractor shall submit contract award information to the applicable joint apprenticeship committee. One apprentice hour for every five journeymen hours worked is the minimum State requirement applicable to each apprenticeable trade. Section 1777.7 of said Labor Code provides that the Contractor shall forfeit as a civil penalty the sum of one hundred dollars ($100.00) for each calendar day of noncompliance with provision of said Section 1777.5.

The Contractor will observe all applicable health and safety requirements, including, but not limited to the California and Federal Occupational Safety and Health Acts. The Contractor shall submit for review by the City a Site Specific Health and Safety Plan prior to the commencement of construction activities. This Plan shall meet or exceed the requirements of 29 CFR 1910.120.

5-3.2 Prevailing Wages. - *Add the following paragraphs:*
Contractors are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City Council of the City of Redlands, California, by Resolution No. 2326, has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed, for each craft or type of workman or mechanic needed to execute the Contract which will be awarded to the successful Bidder. The Contractor shall comply with Sections 1770 to 1780 inclusive of the Labor Code and Master Labor Agreement of Southern California.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract in full less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called "Kick- Back Statute" (48 Sta. 948; U.S.C. 875; 40 U.S.C. 276c).

In accordance with Section 1775 of the California Labor code, Contractor shall forfeit to City, as a penalty, a minimum of $40 for each day, or portion thereof, and a maximum of $200 for each day, or portion thereof, for each worker paid, either by Contractor, or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.

Contractor further agrees to fully comply with all applicable provisions of the California Labor Code including but not limited to Sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Failure to abide by prevailing wages and laws by Contractor will be enforced.

The Contractor or subcontractor shall, as a penalty, to the State or political subdivision on whose behalf the contract is made or awarded forfeit twenty-five ($25) dollars for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any calendar work in violation of Labor Code section 1813.

5-3.3 Payroll Records. – *Delete and replace with the following*:

The contractor and subcontractors shall submit electronic certified payroll on a weekly basis to the City of Redlands through LCPtracker. LCPtracker is a web-based labor compliance management system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides either computer based or web based training. Training can be accessed via the "Book Now" button located under the "Projects" tab. The prime contractor shall submit their certified payroll, along with any subcontractor who is performing any labor, on a weekly basis. The prime contractor is responsible for all communication with their subcontractors and shall submit their subcontractor's certified payroll as part of their weekly payroll packet. All labor compliance correspondence and submissions will be made through the LCPtracker software.

All certified payroll shall be submitted no later than 7 days from the close of the pay period. The payroll records shall set out accurately and completely the name, social security number, classification and hourly wage rate of each employee, hours worked by employee during the payroll period and a full weekly wages and the actual weekly wages paid to the employee. Such certified payroll records shall be made available at all time for inspection by the City, the Department of Industrial Relations, the Department of Labor or authorized representatives within ten days of request. The contractor and subcontractor shall preserve weekly payroll records for a period of three (3) years from the date of completion of the Contract. In case on noncompliance with said Section 1776 and after a ten-day period following receipt of written notice, the Contractor shall forfeit to the California Department of Industrial Relations one hundred dollars ($100.00) for each calendar day or portion thereof, for each worker in non-compliance, until compliance is effectuated.

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

A Fringe Benefit Statement shall be submitted with the first payroll and is required for both the prime contractor and any subcontractors. A new Fringe Benefit Statement will be required when general determinations are issued in February and August. Please refer to the DIR website for additional details. Any weeks where no work was performed must be represented by the submittal of a Statement of Non-Performance covering the 7 day pay period where no hours were worked on the site. Final payroll on the project should state "Final" on the certified payroll, and must be marked as such in the LCPtracker system.

Failure by the Contractor to comply with the aforementioned requirements shall result in withheld progress payments until such time certified payroll documents have been received, reviewed, and accepted by the City. The City reserves the right to seek assistance from the State Department of Industrial Relations in determining the acceptability of certified payroll submittals before release of withheld progress payments. Prior to the release of retention monies, all certified payroll must be submitted on the project and any outstanding issues that may have occurred throughout the project must be resolved.

5-4 INSURANCE. - *Delete Section 5-4.1, Section 5-4.2 and replace with the following:*
Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Designated Insurance Requirements shown below.

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory

- If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
- If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5-4.3 Worker's Compensation Insurance. - *Delete and replace with the following:*

A. Contractor shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon forty-five (45) days prior written notice to City. Certificates of Insurance shall be delivered to the City at the time of the Contractors' execution of the agreement.

B. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

5-6 PATENT FEES OR ROYALTIES. *Delete and replace with the following:*
The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City

harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and/or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and the use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

A. Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

B. Replace said goods and/or processes with non-infringing goods and/or processes;

C. Modify said goods and/or processes so that they become non-infringing; or

D. Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General. - *Amend the following:*

Add the following sentences to paragraph 1:
Should watering be the sole method utilized for roadway dust abatement purposes, the maximum time interval that shall elapse between applications thereof shall be no greater than 3 hours during normal working day, supplemented by an additional application thereof immediately prior to the conclusion of the workday and at such other times as may be required, including evenings, weekends and holidays as required by the Engineer. Should the Contractor be unable to furnish dust abatement as specified, the City may perform or cause to be performed the necessary service, the expense of which will be deducted from the payment due the Contractor.

Add the following paragraphs:
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during cleanup and dust control operations. Refer to Section 7-8.6.

Compliance with this section is of extreme importance to the City and its citizens. The City may fine the Contractor $1,000 per incident if there are issues with dust, mud, unused equipment or materials and rubbish within the construction area that result in citizen complaints. A 24 hour notice shall be issued to the Contractor and failure to correct the problems will result in the fine being levied. This fine will be in addition to those fines potentially charged for NPDES violations.

5-8 AIR POLLUTION CONTROL.

Dust control shall be performed in accordance with Subsection 7-8 of the Standard Specifications, South Coast Air Quality Management District (SCAQMD) Rule 403, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust 24 hours a day, seven days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-9 STORAGE OF EQUIPMENT AND MATERIALS.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. Contractor to propose designated areas of the project site, upon approval by the Engineer, suitable for material delivery, storage, and waste collection.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.
Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;
3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;
4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and
5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter Water Service Application. Contractor must provide proposed location of meter and notify Customer Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 5-18.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the Southern California Chapter of the American Public Works Association. During adverse weather or unusual traffic or working conditions additional devices shall be placed as directed by the engineer. All traffic signs and devices shall conform to the current State of California, Department of Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.

A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.

Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers, portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read "CAUTION - NEW TRAFFIC SIGNAL". The one month period shall begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said

devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be

responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each, shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer

said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor’s property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown

area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor’s compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100’) maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the

work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

Full compensation for conforming to these requirements shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.

Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-3.1 General. - *Add the following sentence:*
The time of completion of the Contract shall be expressed in consecutive calendar days.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per calendar day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such

notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise

ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*

No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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 the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be

inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*
Asphalt emulsion shall be a QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification", and Subsection 203-1.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2") for finish paving or B-PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose

material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus

material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6” FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9” FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12” FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*

All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is

necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65ºF (18ºC).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)				
CURE PERIOD (2)				
MANHOLE ADJUST TO GRADE (3)				
STRIPING & PAVEMENT MARKINGS (4)				
TRAFFIC LOOPS (5)				
NO PARKING SIGNS ALLOWED (6)				

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the

placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures,

manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City’s right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in

writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*

PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10’ thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
“Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon).”

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

THIS PAGE INTENTIONALLY LEFT BLANK

GENERAL REQUIREMENTS

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01110 COORDINATION OF WORK

PART ONE -- GENERAL

1. COORDINATION OF WORK

The Contractor shall submit the construction schedule in accordance with Section 03121 of these specifications.

The Contractor shall arrange the schedule of work, but it must adhere to the following restrictions:

1. Contractor shall schedule full work days of operation until funds are exhausted.
2. Citywide events calendar shall be considered with the schedule for construction.
3. The events calendar will be provided at the pre-construction meeting. Updated events calendar will be provided during subsequent weekly construction meetings.
4. Construction around school zone shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school.
5. Detailed construction activities and construction schedule will be provided during weekly construction meetings.
6. The following areas will have first priority during construction: Alleys between Pioneer Avenue and San Bernardino Avenue; and Ohio Street and Orange Street shown on sheets 13 and 14.

1.2 UTILITY COORDINATION

During construction, if City owned utility facilities are damaged, contractor shall inform the City. City crew will respond within two hours and assess the condition, and perform any necessary remedial work as quickly as possible. No additional compensation will be granted to the contractor for any delay due to the damage and repair of the utility facility. Other utilities not owned by the City, contractor should notify and coordinate with the utility owner.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01111 TRAFFIC CONTROL PLAN

A. General

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

B. Format

1. The sheets of the TCP shall display, at a minimum, the title of the project, name of firm preparing the TCP, name and stamp of Registered Traffic or Civil Engineer preparing the TCP, approval block for City of Redlands approval, north arrow, title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TCP shall be drawn to a 1 inch = 40 scale, or as otherwise approved by City staff, on common size sheets ranging from 8-1/2 inches x 11 inches, 11 inches x 17 inches or 24 inches x 36 inches as determined appropriate based on work area.

3. TCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

C. Requirements

The TCP shall contain the following items and scenarios of traffic control:

1. Non-potable pipeline installation;

2. Potable pipeline installation;

3. Non-potable pipeline connection points;

4. Potable pipeline connection points;

5. Resurfacing operations;

6. Variations to accommodate night work;

7. All required detours;

8. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

9. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. At least one lane of traffic shall be open on all roadways during the pipeline installation with appropriate traffic control and flaggers;

b. Contractor shall install non-potable pipeline first and be fully operational prior to the start of the potable pipeline;

c. On street parking, where currently available, shall be open to the public outside of working hours; and

d. Colton Avenue between New York Avenue and Orange Street may be closed to thru traffic during the resurfacing operations; and

e. Shall be completed in conformance with all additional requirements from permitting agencies, such as Caltrans and SANBAG.

END OF SECTION

SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the 2022 CIP Sewer Pipeline Replacement Project, Project No. 521029 for the City of Redlands, all in accordance with the Contract Documents.

B. The following contract drawings are made a part of these Contract Documents:

Title	Sheet No.
Title Sheet & Vicinity Map	1
General Notes, Construction Notes, Symbol Legend and Details	2
Sewer Pipeline Replacement/Rehabilitation Plans	3-14

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of 2022 CIP Sewer Pipeline Replacement Project, Project No. 521029 as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing and installing installing all pipe, fittings, manholes, CIPP, and appurtenances; testing all pipelines; all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all utility location and verification (excavating, exposing, and verifying top, bottom, and side of utility facilities); all pavement removal and disposal; all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select imported material or select native material); compacting; protecting in place or removing and replacing all existing utilities, manholes, trees, and public and private improvements; replacing all asphalt concrete pavement; pavement striping and restriping; testing all pipelines; destroyed survey monuments; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction conditions.

2. The Contractor shall, upon completion of the pipeline construction and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete, correctly operating pipeline and appurtenances.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the 2022 CIP Sewer Pipeline Replacement Project, Project No. 521029 for the City of Redlands, all in accordance with the Contract Documents.

B. The following contract drawings are made a part of these Contract Documents:

Title	Sheet No.
Title Sheet & Vicinity Map	1
General Notes, Construction Notes, Symbol Legend and Details	2
Sewer Pipeline Replacement/Rehabilitation Plans	3-14

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of 2022 CIP Sewer Pipeline Replacement Project, Project No. 521029 as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing and installing installing all pipe, fittings, manholes, CIPP, and appurtenances; testing all pipelines; all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all utility location and verification (excavating, exposing, and verifying top, bottom, and side of utility facilities); all pavement removal and disposal; all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select imported material or select native material); compacting; protecting in place or removing and replacing all existing utilities, manholes, trees, and public and private improvements; replacing all asphalt concrete pavement; pavement striping and restriping; testing all pipelines; destroyed survey monuments; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction conditions.

2. The Contractor shall, upon completion of the pipeline construction and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete, correctly operating pipeline and appurtenances.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the General Requirements, and Specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals and shall constitute full compensation for all labor,

material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule total price.

2. Traffic Control Plan, Bid Item 2:

Payment for Traffic Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, and shall include all labor and incidentals noted to complete the Traffic Control Plan per Section 01111.

The installation and implementation of traffic control items shall be included throughout bid items and the specific traffic control required for installing each item.

3. Erosion Control Plan, Bid Item 3:

Payment for Erosion Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, NPDES Permit and shall include all labor and incidentals noted within Section 01572.

Payment for the Erosion Control Plan shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

4. Survey, Bid Item 4:

Payment for Survey shall be made at the contract lump sum price and shall constitute full compensation for research, construction surveying, construction staking, preparation and submittal of surveying cut sheets, tying existing control monuments that may be damaged or disturbed prior to construction, verifications of horizontal and vertical position of existing control monuments, recovery and reestablishment of damaged or disturbed control monuments after construction, preparation and submittal of corner records to applicable government agencies, and shall include all labor and incidentals noted within Section 01722.

Payment for the Survey shall be made based on the percentage of project completion to ensure compliance with all requirements throughout the duration of the contract. The completeness shall be determined by the Engineer and updated on progress payments.

5. Remove & Replace Existing 8” Pipe with 8” SDR 35 PVC Pipe, Bid Item 5:

Payment for Remove & Replace Existing 8” Pipe with 8” SDR 35 PVC Pipe shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4” crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any

damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, work site, and restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

6. Remove & Replace Existing 10" Pipe with 10" SDR 35 PVC Pipe, Bid Item 6:

Payment for Remove & Replace Existing 10" Pipe with 10" SDR 35 PVC Pipe shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4" crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

7. Remove & Replace Existing 12" Pipe with 12" SDR 35 PVC Pipe, Bid Item 7:

Payment for Remove & Replace Existing 12" Pipe with 12" SDR 35 PVC Pipe shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4" crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any damaged concrete gutters from expansion joint to expansion joint, including dowels at

each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

8. Reconnect Sewer Lateral, Bid Item 8:

Payment for Reconnect Sewer Lateral shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per Detail 2 on Sheet 2 of the plans and all specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4" crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, final paving, testing, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

9. CIPP 8" Pipe, Bid Item 9:

Payment for CIPP 8" Pipe shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install CIPP 8" Pipe complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

10. CIPP 10" Pipe, Bid Item 10:

Payment for CIPP 10" Pipe shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install CIPP 10" Pipe complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

11. CIPP 12" Pipe, Bid Item 11:

Payment for CIPP 12" Pipe shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install CIPP 12" Pipe complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

12. Re-establish Lateral Connections following CIPP, Bid Item 12:

Payment for Re-establish Lateral Connection following CIPP shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install Re-establish Lateral Connection following CIPP complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

13. 8”/10” Spot Repair, Bid Item 13:

Payment for 8”/10” Spot Repair shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, handling and disposal of unsuitable and waste material, pipe, couplings and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4” crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

14. Lateral Connection Repair, Bid Item 14:

Payment for Lateral Repair shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required for joint off-set corrections, cutting hammer taps and protruding laterals and capping if required for the jointing and connecting of service laterals to existing sanitary service.

The bid price shall included, but not be limited to all necessary potholing, utility research and investigation trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, handling and disposal of unsuitable and waste material, pipe, wye, couplings and

appurtenances, pipe or wye bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4" crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

15. Flow Bypass, Bid Item 15:

Payment for Flow Bypass shall be made at the lump sum price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the flow bypass system and prepare a bypass plan for review and approval by the City per Section 3-12.5.

Contractor shall also prepare a spill prevention plan for review and approval by the City in accordance with Section 3-12.5 of the specifications. The contractor shall be fully responsible for containing any sewage spillage, preventing any sewage from reaching water courses, recovery, cleaning and legal disposal of any spilled sewage, and fines, or penalties associated with the sewage spill imposed upon the agency and/or the contractor by jurisdictional regulatory agencies, and any other expenses or liabilities replaced to the sewage spill.

All pipeline or manhole work proposed within this contract shall be assumed to require a flow bypass system to complete. Sewage shall not be permitted to flow in trenches nor be covered by backfill. Plugging manholes and pumping via a vactor truck from manhole to manhole will not be considered a sufficient means for bypassing.

16. Testing of CIPP Liner, Bid Item 16:

Payment for testing of CIPP liner shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to complete all testing requirements listed within Section 02766 of the specifications.

17. Demobilization, Bid Item 17:

Payment for Demobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01740.

18. Unforeseen work <u>not</u> covered within all other bid items, Bid Item 18:

Payment for unforeseen work <u>not</u> covered within all other bid items shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work, and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any work required that is outside of the

proposed bid unit cost, shall be performed based on time & material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may or may not be spent entirely.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: **Note:** Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the "Not-to-Exceed" amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the "Not-to-Exceed" amount. In addition, if the Changed/Extra Work cannot be completed within the "Not-to-Exceed" limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the "Not-to-Exceed" amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor's waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a "Daily Extra Work Report" (DEWR) to the Inspector. The "Daily Extra Work Report" shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

Project Name

Contractor Name
Address
Address
Phone :

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

BID ITEM/DESCRIPTION OF WORK FOR BID ITEM		QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

BID ITEM/ DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
					QTY	$ VALUE	QTY	$VALUE		
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
TOTALS				$0.00		$0.00		$0.00		$0.00

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

			VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00		AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00		LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00		**AMOUNT DUE THIS PERIOD**	**$0.00**

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED“. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR’S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01571 STORMWATER POLLUTION PREVENTION PLAN

PART 1 - GENERAL

This project is subject to the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002, and all amendments. All permit related documents can be located at the State Water Resources Control Board (SWRCB) website at www.waterboards.ca.gov. This project lies within the boundaries of the Santa Ana Regional Water Quality Control Board (RWQCB). The project is also covered by the municipal MS4 permit, Santa Ana-Order No. R8-2010-0036. Guidance manuals applicable to this project are the California Best Management Practices Handbooks found at www.cabmphandbooks.com.

The Contractor shall be responsible for complying with the SWPPP and all laws, codes, ordinances, and requirements of the governing agencies regarding the discharge of pollutants, pollution control devices, and any other related stormwater and non-stormwater requirements for this project, including but not limited to reporting, sampling, and amendments.

The Contractor shall have the necessary training and certifications to implement the SWPPP, conduct inspections and maintain the required water pollution control practices. See Section "QUALIFIED SWPPP PRACTITIONER (QSP)".

The Contractor shall follow all requirements of the prepared job specific Storm Water Pollution Prevention Plan (SWPPP) including the Construction Site Monitoring Program Requirements (CSMP). The contractor shall provide a Qualified SWPPP Practitioner (QSP) to implement all requirements of the SWPPP. The QSP shall be responsible for monitoring and sampling as required by the CSMP.

Approval of the SWPPP must be completed prior to the start of construction activity. However, the contract time will commence.

PART 2 - STORMWATER POLLUTION PREVENTION PLAN PREPARATION

If required under Order No. 2009-0009-DWQ, CAS000002, or its amendments, the Contractor shall prepare a SWPPP for the project. The SWPPP provides the general stormwater approach for the project and the minimum necessary BMPs. The contractor shall provide a Qualified SWPPP Practitioner (QSP) for this project and submit to the City copies of the required certifications or registrations for the QSP prior to SWPPP approval.

The California Storm water Quality Association (CASQA) has prepared a SWPPP template for use with Order No. 2009-0009-DWQ, CAS000002. The SWPPP template provides the general storm water approach for the project and the minimum necessary BMPs. The SWPPP template is not to be a considered a final and complete document until it has been completed and approved by a Qualified SWPPP Developer (QSD). The QSD is expected to include in the updated Final

SWPPP necessary details pertaining to the methods and scheduling of construction and any additional necessary BMPs, based on the project approach.

The QSD shall use the CASQA SWPPP template for preparation of the SWPPP. The Caltrans SWPPP template shall not be used.

Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Storm Water Pollution Prevention Plan (SWPPP) for review. SWPPP review shall be in accordance with the requirements set forth in Section 01330 of the General Requirements. Once all of the noted revisions have been made and the SWPPP is complete for submittal to the State, two (2) final signed hardcopies and one (1) electronic copy of the SWPPP must be submitted to the Engineer for acceptance. The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request by a representative of the City of Redlands, the Regional Water Quality Control Board or the State Water Resources Control Board. Requests made by the public or other third-parties for review of the SWPPP shall be directed to the Project Engineer. The Contractor shall notify the Engineer immediately when regulatory agencies request to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to the water pollution control work. Contractor shall immediately send all correspondences, notices of violation, enforcement actions or proposed fines, issued by a regulatory agency, to the Engineer.

The SWPPP shall be updated or amended as necessary or as required for compliance purposes. All updates to the SWPPP shall be per the guidelines contained therein. A copy of the SWPPP must be kept at the project site at all times. In the case of a linear construction project (water, sewer, street), where no field office has been established, the copy of the SWPPP shall be kept by the contractor's foreman in the vicinity of the actual construction and made available within thirty (30) minutes of request. The SWPPP shall be made available upon request by a City Inspector, a representative of the Regional Water Quality Control Board or the State Water Resources Control Board. Requests made by the public or other third parties for review of the SWPPP shall be directed to the City Engineer.

PART 3 - SWPPP IMPLEMENTATION

Unless otherwise specified, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control devices; and practices specified in the SWPPP, its amendments, or by the City Inspector. Unless otherwise directed by the City Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work, regardless of reason, unless specified otherwise in writing by the City Engineer. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control devices and practices shall conform to the requirements in the SWPPP and these special provisions.

The National Weather Service (http://www.srh.noaa.gov/) weather forecast shall be monitored and used by the Contractor on a daily basis. If there is a forecast of 50% or greater probability of precipitation in the project area, the necessary water pollution control devices, plans and practices shall be deployed prior to the onset of the precipitation and immediate notice provided

to the City Engineer. The contractor's QSP shall be required to prepare and submit a Rain Event Action Plan (REAP), if required, any time the probably of rainfall is 50% or greater.

For the purposes of erosion and sediment control, disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 14 days. Non-active areas shall be protected as prescribed in the General Construction Permit within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

If the City Inspector finds the contractor is not in compliance with the SWPPP or any other applicable pollution control laws or regulations, the City Inspector shall direct the contractor to correct the violation. The Contractor shall immediately take measures to correct the violation or notify the City Engineer in writing why correcting the violation immediately is not possible and provide a timetable by which the violation will be corrected. The City Engineer may accept the timetable, reject it or modify it. Under no circumstances will the contractor submit a timetable that exceeds the duration of construction in the immediate area. If the Contractor fails to correct the identified violation by the date agreed upon or prior to the onset of precipitation, the project shall be in nonconformance with these specifications and subject to the remedies as described in Section "LEGAL RELATIONS AND RESPONSIBILITY".

Installing, inspecting and maintaining water pollution control practices on areas outside the City of Redlands right of way, not specifically arranged and provided for by the City of Redlands in the execution of this contract, will not be paid for without prior written approval.

No work required by regulatory agencies, and for which the Contractor would request additional compensation from the City, shall be started without prior approval from the City Engineer.

PART 4 - MAINTENANCE

To ensure the proper implementation and correct functioning of water pollution control devices and practices, the Contractor shall assign a Qualified SWPPP Practitioner (QSP) to regularly inspect and maintain the construction site's water pollution control devices and practices as identified in the SWPPP. The frequency of the inspections shall be in accordance with the SWPPP. In the event of multiple consecutive violations, the City Engineer may increase the frequency of the inspections. These additional inspections shall be at the Contractor's expense based on the current adopted resolution establishing such fees.

The QSP/Contractor shall document the inspections findings, using photographs and a written narrative, and if necessary, make the necessary corrections to the water pollution control practices or devices. One copy of each site inspection record shall be submitted to the City Engineer within 5 working days of completing the inspection. The QSP/Contractor shall submit one copy of each Rain Event Action Plans (REAP), when required, within 12 hours of anticipated precipitation event. The QSP/Contractor shall also submit one copy of each monitoring/sampling report, when required, within 24 hours of receiving the results. The contractor shall be responsible for all expenses incurred in the reporting process.

PART 5 - REPORTING REQUIREMENTS - DISCHARGE

If the Contractor identifies discharges leaving the construction site or flowing into drainage systems or surface waters in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the City Engineer. The Contractor shall submit a written report to the City Engineer in less than 24 hours of the discharge event, notice, or order. The report shall include the following information:

A. The date, time, location, nature of the operation, and type of discharge, including the cause or type of the notice or order Contractor received.

B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.

C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.

D. An implementation and maintenance schedule for affected water pollution control practices.

The contractor shall also submit any reports required by the SWPPP or the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities to the appropriate agencies. The contractor shall be responsible for all expenses incurred in the reporting process. Any required sampling shall be done by the contractor or his QSP in compliance with the SWPPP.

PART 6 - REPORTING REQUIREMENTS – ANNUAL REPORT and NOTICE OF TERMINATION

The contractor shall be responsible for preparing the Annual Report. The Annual report shall be prepared per Section XVI. ANNUAL REPORTING REQUIREMENTS of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002. The Annual Report must be prepared by or under the direction of a QSP.

1) The contractor or QSP shall prepare an Annual Report no later than August 15th of each year.

2) The contractor or QSP shall certify each Annual Report in accordance with the Special Provisions.

3) The contractor or QSP shall retain an electronic or paper copy of each Annual Report for a minimum of three years after the date the annual report is filed.

4) The contractor or QSP shall include storm water monitoring information in the Annual Report consisting of:

   a) A summary and evaluation of all sampling and analysis results, including copies of laboratory reports;

   b) The analytical method(s), method reporting unit(s), and method detection limit(s) of each analytical parameter (analytical results that are less than the method detection limit shall be reported as "less than the method detection limit");

   c) A summary of all corrective actions taken during the compliance year;

   d) Identification of any compliance activities or corrective actions that were not implemented;

   e) A summary of all violations of the General Permit;

   f) The names of individual(s) who performed the facility inspections, sampling, visual observation (inspections), and/or measurements;

   g) The date, place, time of facility inspections, sampling, visual observation (inspections), and/or measurements, including precipitation (rain gauge); and

   h) The visual observation and sample collection exception records and reports specified in Attachments C, D, and E.

5) The contractor or QSP shall provide training information in the Annual Report consisting of:

   a) Documentation of all training for individuals responsible for all activities associated with compliance with this General Permit; 2009-0009-DWQ 40 September 02, 2009 Order 2009-0009-DWQ 41 September 02, 2009

   b) Documentation of all training for individuals responsible for BMP installation, inspection, maintenance, and repair; and

   c) Documentation of all training for individuals responsible for overseeing, revising, and amending the SWPPP.

A copy of the Annual Report shall be submitted to the City no later than 9 A.M. each August 15th. In the event August 15th is a Friday, Saturday, or Sunday, the report shall be submitted no later than 5 P.M. on the Thursday prior to August 15th. If the project is completed prior to August 1st, regardless of when the project started, the Annual Report is due within two weeks of project completion. The contractor shall submit two hard copies of the annual report and one digital copy in PDF format on compact disc (CD).

Failure to submit the Annual report within the timeframes specified will result in progress payments and/or retention release being delayed and/or withheld. The City of Redlands, at its discretion, may complete the annual report based on records provided by the contractor. The contractor shall reimburse the city the full cost of creating the Annual Report along with an administrative fee not to exceed 1.7 times the total cost. The contractor shall also be liable for any fines or judgments levied by the Regional Water Quality Control Board against the City of Redlands as a result of the contractors failure to provide the annual report within the time frames listed above.

Under no circumstances does the submittal of a copy of the Annual Report to the City of Redlands relieve the contractor of his responsibility to maintain the Annual Report records for a minimum of three years after the date of submittal.

The contractor shall be responsible for preparing the Notice of Termination. The Notice of Termination shall be prepared within 30 days of the cessation of construction and shall meet all the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002. The Notice of Termination must be prepared by or under the direction of a QSP.

Along with submitting the Notice of Termination to the City of Redlands, the QSP shall submit one (1) hard copy and one (1) electronic copy of the Storm Water Pollution Prevention Plan (SWPPP), including all inspection reports, photographs and other documents as required by the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002, to the Engineer.

PART 7 - WATER POLLUTION BEST MANAGEMENT PLAN (BMP) BUDGET

The Contractor shall submit a completed Water Pollution BMP budget, which itemizes the BMPs for water pollution control work. The Contractor shall identify items, quantities, and values for all water pollution control work. The Water Pollution BMP budget shall provide a cost breakdown for the water pollution control work based on BMP quantity, unit cost, and total amount.

The Contractor shall be responsible for the accuracy of the quantities and values used in the Water Pollution BMP budget. Partial payment for the item of water pollution control will not be made until the Water Pollution BMP budget is approved by the Engineer. Overhead and profit, except for time-related overhead, shall be included in the individual line items listed in the Water Pollution BMP budget. Line item quantities indicated in the Water pollution BMP budget in this section shall be considered project-specific minimums. All the BMPs listed in the Water Pollution Control BMP budget can be referenced in the CASQA Construction BMP Handbook.

PART 8 - PAYMENTS AND PENALTIES

The Water Pollution BMP budget shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all the work involved in reviewing, updating, and implementing a Storm Water Pollution Prevention Plan, including installing, constructing, removing and disposing of water pollution control devices and practices, and non-stormwater management and waste management and no additional compensation will be allowed, unless there is a separate prior approval in writing by the City Engineer.

It shall be understood that the City of Redlands and/or the City Engineer's acceptances does not relieve the Contractor of his/her full responsibility, legally and/or financially, to repair damages resulting from inadequacy and/or insufficiency of water pollution control devices and practices that were installed by the Contractor during construction activity.

PART 9 - LEGAL RELATIONS AND RESPONSIBILITY

The City Inspector may use any of the following measures if violations are not corrected in a timely manner or if the violation may present a danger to public health or to the environment; notices of correction or violation, stop work orders, citations, and using City staff or third party contractors to correct the problem. In the event that the above measures do not resolve the issues, the City Inspector shall inform the State Water Resources Control Board (SWRCB) of the violation and request their intervention.

The Contractor shall be solely responsible for penalties assessed or levied on the Contractor or the City of Redlands as a result of the Contractor's failure to comply with the provisions in this section, including but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State and local regulations and requirements as set forth, therein. Penalties shall also include payment made or cost incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations or requirements, Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations. This shall apply regardless of the source issuing the penalties.

In the event a stop work order has been issued, the days passing between the discovery of the violation until the violation has been resolved and the stop work order has been lifted, shall be considered "working" days and shall not negate any claims by the City of Redlands for liquidated damages.

If the Contractor fails to correct violations immediately or within the time table established with the City Engineer, the City of Redlands may elect to use City staff or a third party to bring the project into compliance. The Contractor shall be responsible for the cost incurred by the City of Redlands when using City staff or a third party to bring the project into compliance. The City of Redlands reserves the right to add an additional fifteen (15) percent to the costs to cover administrative expenses.

PART 10 - RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the City of Redlands may retain money due the Contractor under the contract, in an amount determined by the City, up to and including the entire amount of penalties proposed, assessed or levied as result of the Contractor's violation of the Permits, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the City until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are resolved with the entity seeking the penalties.

When a regulatory agency or third party identifies a failure to comply with the Permits and modifications, thereto, the Manuals, or other Federal, State or local requirements, the City of Redlands may retain money due to the Contractor, subject to the following:

A. The amounts retained, due to Contractor's failure to conform to the provisions in this section, will be released for payment on the next monthly estimate for partial payment providing the corrections have been implemented and maintained and when water pollution has been adequately controlled, as determined by the City Engineer.

During the estimated period that the Contractor fails to conform to the provisions in this section, the City may retain an amount equal to 25 percent of the estimated value for the contract work performed.

PART 11 - QUALIFIED SWPPP PRACTITIONER (QSP)

The General Construction Permit requires a Qualified SWPPP Practitioner (QSP) to oversee implementation of the BMPs and to ensure proper project oversight. Any contractors bidding and/or awarded a contract for any projects for the City of Redlands subject to the provisions of the General Permit shall employ a QSP. Prior to being awarded a construction contract, the successful bidder shall submit the name of the QSP to the City or Redlands for approval.

The QSP shall be responsible for the elimination of all unauthorized discharges and the preparation and submittal of an annual compliance evaluation report.

END OF SECTION

SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1” inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 02766 CURED-IN-PLACE PIPE (CIPP)

PART 1 - GENERAL

A. Description

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting with a 50 year design life.

B. References

This specification references standards from the American Society for Testing and Materials, such as:

1. ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube),
2. ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)),
3. ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe),
4. ASTM D790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials),
5. D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics)

These specifications are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

C. Submittals

1. Submit shop drawings in accordance with Section 01330.
2. Submit certificate of compliance with referenced standards (e.g., AWWA, ANSI, ASTM, etc.).
3. Submit the source of materials for the specified liner pipe.
4. Quality Control Reports – The manufacturer’s results of quality control tests performed on actual material used. The reports shall contain all the raw data and intermediate calculations, as well as the testing procedures.

5. Installation Manual from manufacturer for proposed product.

6. Material Safety Data Sheet (MSDS) for all products proposed.

7. Data, measurements, assumptions and calculations for each different liner design proposed within the project.

8. Installation Plan showing the specific installation sequence, including schedule of each segment, cleaning, shutdown, curing, cool down, installation and service reinstatement. Plan shall be maintained on the jobsite at all times.

9. Quality Control Plan including the following:

   A. A detailed discussion of the proposed quality controls to be performed by the Contractor.

   B. Define the Contractor's personnel roles and responsibilities. Contractor shall assign specific personnel responsible for ensuring that all requirements, for this contract are met.

   C. Define procedures for quality control, product sampling and testing.

   D. Define procedures for product performance controls in both raw materials and the cured product.

10. Resident Notification Plan in accordance with Section 7-19 of the General Conditions.

PART 2 - MATERIALS

A. Tube

1. The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 or ASTM D 5813, Sections 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

2. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.

3. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.

4. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.

5. The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

6. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

7. Seams in the Tube shall be stronger than the non-seamed felt material.

8. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.

B. Resin

The resin system shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

C. Structural Requirements

1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall and a design life of 50 years.

2. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

3. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7.

4. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

5. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

MINIMUM CIPP PHYSICAL PROPERTIES

Property	Test Method	Cured Polyester Composite min. per ASTM F1216	Cured Polyester Composite Enhanced Resin
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

6. The required structural CIPP wall thickness shall be based as a minimum, on the properties in the table above, or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix X1. Design Considerations of ASTM F1216, and the following design parameters:

Design Safety Factor = 2.0

Retention Factor for Long-Term Flexural Modulus to be used in Design = 50% - 75%

(*As determined by long-term tests described in Section 2, and approved by the Owner*)

Ovality (calculated from (X1.1of ASTM F1216) = 2%

Enhancement Factor, K =See Section 3

Groundwater Depth (above invert of existing pipe) = 0 (ft)

Soil Depth (above crown of existing pipe) = See Plans (ft)

Soil Modulus = 120 psi

Soil Density = 1000 pcf

Live Load = H20 Highway

Design Condition (partially or fully deteriorated) = FD

7. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

PART 3 - EXECUTION

A. General

Cured-In-Place Pipe (CIPP) for the mainline sewer shall be installed as a one piece liner to reconstruct a section of the mainline sewer without excavation. The liner shall be leak free at the interface between the mainline and liner and at all lateral connections. The tube shall be continuous in length and the wall thickness shall be uniform. The liner shall be capable of conforming to offset joints, bells and disfigured pipe sections.

B. Preparatory Work & Incidental Items

1. It shall be the responsibility of the Contractor to locate and designate all manhole access points for the work.

2. The Contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. A trap shall be installed downstream of cleaning operations to collect all debris generated. The Contractor shall be responsible for disposal of all debris removed from the line during the cleaning process. Any hazardous waste material encountered during this project will be considered as a changed condition.

3. CCTV videos have been provided for all lines proposed for lining within this project. The Contractor shall review the videos contained within Appendix E and notify the Engineer immediately if any conditions appear unfeasible to install CIPP. The Contractor shall also review the videos to establish the required amount of cleaning required for each pipeline. There shall be no additional time or compensation for conditions evident on the videos at the time of bid opening.

4. The Contractor shall provide for the flow of sewage around the section or sections of pipe designated for repair. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the sewage flow.

5. It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment or in-situ repair equipment, Contractor shall contact the City representative immediately.

6. Perform CCTV inspection after cleaning of the sewer lines, to document the condition of the host pipe, identify and locate any live service laterals, and verify the lines were cleaned in accordance with the lining manufacturer's requirements.

7. Inspection of pipelines shall be in accordance with Section 500-1.1.5 performed by experienced personnel trained in locating breaks, obstacles and service connections using close circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A videotape and suitable written log for each line section shall be produced for later reference by the Owner.

8. The Contractor shall field verify the pipe diameter at the manhole and the lengths of the sections to be rehabilitated prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between the information obtained in the field and the data in these bid documents and specifications or plans.

C. Installation

1. If following the cleaning and video inspection process noted above in the preparatory work, flow was reintroduced into the pipe or greater than a (1) hour delay has occurred since the completion of this process, the existing host pipe shall be cleaned and CCTV inspection performed again after sewage has been bypassed and just prior to insertion of the liner.

2. A maximum of one (1) hour may elapse between this final cleaning pass and the insertion of the liner.

3. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:

   A. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.

   B. The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

   C. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

   D. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

D. Reinstatement of Lateral Connections

1. It is the intent of these specifications that branch connections to buildings be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV. The Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation or are in the immediate area of the jobsite and can be quickly obtained. Unless otherwise directed by the Owner or his authorized representative, all laterals will be reinstated. No excavation will be allowed to reinstate any lateral connection. The Contractor will be responsible for all costs and liability associated with lateral reinstatement.

2. Solid round cuts, "cookies", will not be allowed to be performed for the reinstatement. All lateral re-establishment shall adhere to the following:

   A. A remote cutting device shall re-establish each service lateral by cutting strips.

   B. The opening shall be between 95%-100% of the original opening.

   C. The edges of the opening shall not have any pipe or liner fragments which may obstruct flow or snag debris.

   D. All solids generated from cutting must be captured and removed downstream by the Contractor.

3. If lateral connections are cut greater than 100% of the original opening, the Contractor shall install a CIPP type repair sufficiently sized to completely cover the over-cut service connection. No additional compensation will be allowed for over-cut service lateral connections.

E. Liner Termination Points

1. The beginning and end of the CIPP shall be cut flush at the inlet and outlet points in the manhole.

2. The ends shall be permanently sealed to the rehabilitated pipeline to prevent any infiltration between the CIPP and the host pipe.

3. Ends shall be sealed with a sealing material that is recommended by the liner manufacturer.

4. Sealing:

   A. Shall be compatible with the liner/resin system, provide a watertight seal, and is approved by the City prior to start of construction.

   B. Hydraulic cements and quick-set cement products are not acceptable.

C. Acceptable materials shall be an approved epoxy type product that will bond, not crack, dry up, slough off, or shrink in time, and provide a good transition in the manholes.

D. Sealing terminations shall be performed at no additional cost to the City.

PART 4 - INSPECTION

A. Liner Sample Testing

1. All sampling and testing of the CIPP liner shall be completed by the contractor via a third party testing laboratory. All costs associated with the test, shipping and receipt of the results in accordance with these specifications shall be included within the unit price listed in the bid schedule.

2. Samples shall be taken at the frequency identified within these specifications. Pipe physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in the table on page 4 of this specification, Table 1 of ASTM F1216 or the values submitted to the Owner/engineer by the contractor for this project's CIPP wall design, whichever is greater.

3. Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the submitted minimum design wall thickness as noted within this specification.

4. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.

5. The tests shall be performed at an independent, third party laboratory experienced with CIPP testing, which has been approved by the Engineer. Third party laboratory/testing facility is defined as ASTM accredited materials testing firm with no financial or directorial link to liner manufacturer or Contractor.

6. Contractor shall be responsible for all shipping and handling costs associated with sending samples to be tested to the independent testing laboratory. The cost of testing shall be paid by the Contractor at the unit bid price noted in the bid schedule.

7. Samples shall be taken as noted below:

   A. One sample shall be taken from the first segment of CIPP liner material installed for each size within the project.

   B. For each 3,000 LF of additional installed length installed, a minimum one field sample shall be prepared and tested.

8. The Contractor shall determine sampling location and procedures to ensure representative samples are obtained from the finished liner, subject to approval by the Engineer. The Engineer must be notified 48 hours prior to field sample collection. The Engineer or other City representative must be on-site when field sample is collected. The City reserves the right to make alterations, deviations, additions to or omissions from the performance testing.

9. The Contractor shall furnish removable sizing sleeves to collect liner samples which accurately replicate the host pipe diameter.

10. Test results shall be sent directly to the Engineer from the testing laboratory within fourteen (14) days or less of the field sample date. Testing laboratory shall submit wet singed and stamped hard copies of the results. Contractor is responsible for cost associated with laboratory sending results directly to the Engineer.

11. If the results of testing do not meet the latest published specifications of the manufacturer, or the physical property values listed within these specifications, the City will choose one of the following options for remediation:

    A. Payment for that length will be reduced by an equal percentage of the 50-year useful life that has not been achieved, as shown by the test results.

    B. The City shall require the Contractor to replace the material with the material which was stated on the submittals, and retest to verify compliance.

    C. The City shall reserve the right to require the Contractor to dig up the sewer line and replace it with new PVC SDR 35 sewer line. Many locations within this project are streets which are currently scheduled for resurfacing. In the event the liner is rejected and the pipe must be excavated and replaced, the Contractor shall be responsible to remove and replace the pavement area affected, utilizing a process and replacement area approved by the City.

12. The City shall reserve the right to require the Contractor to meet their stated qualifications using the method that best serves the City.

B. Liner Field Testing

1. Prior to reinstatement of all live service laterals, the Contractor shall perform leakage testing on the liner in accordance with ASTM F1216 or as approved by the City. If liner requires repair, testing shall be performed again after repair is complete. Contractor may utilize CIPP curing water as a means to complete the testing.

2. Exfiltration test:

    A. Plug the downstream end of the lined pipe segment and install a standpipe to the lined pipe's upstream end using appropriately sized 90-degree elbow fittings, plastic standpipe and flexible watertight couplings.

B. Contractor shall remove all air from line to be tested.

C. The standpipe shall be temporarily secured within the manhole.

D. Contractor shall perform exfiltration test as specified in ASTM F1216.

E. The allowable water exfiltration shall not exceed the limits stated in ASTM F1216 for the pipe to be accepted as watertight.

F. If the lined pipe segment does not meet the requirements of the exfiltration test, repair or replace and retest the lined pipe segment so that it meets the requirements at no additional cost to the City.

3. Air test:

A. The Contract may substitute an air pressure test in lieu of the exfiltration test as approved by the City.

B. Requirements for air testing may include:

(1) Securely plug all openings in the line to be tested.

(2) Apply an approximate air pressure of four (4) psi.

(3) Time for a one (1) psi pressure drop shall be at least ten (10) minutes or as approved by the City.

4. A post installation video inspection shall be performed by the Contractor in accordance with Section 500-1.1.5 while all flow is bypassed and all laterals have been reinstated. All videos completed during the lining process, including cleaning, pre-installation and post-installation shall be provided to the City on DVD and arranged by segment. Videos shall be labeled and an index provided to easily differentiate between phases of video and segments.

5. Videos shall be delivered within 7 days of completion of the lining process to allow time for review by the City. No progress payments will be made for lining amounts installed without the review and approval of all captured videos.

PART 5 - ACCEPTANCE

A. Finished Liner

1. Shall be inner polyethylene layer and an outer polyester felt layer impregnated with a thermosetting resin to fit tightly against the existing inside pipe wall.

2. Shall be fabricated from materials that, when cured, shall be chemically resistant to withstand internal exposure to sewage gases containing quantities of hydrogen

sulfide, carbon monoxide, methane, petroleum hydrocarbons, moisture saturation, and dilute sulfuric acid.

3. Shall be continuous over the length of pipe rehabilitated.

4. Shall be free from dry spots, delamination, lifts, fins and the like as identified by the City. Contractor shall remove and replace the CIPP full circumference, from manhole to manhole or as directed by the City if these conditions are present.

5. If the liner fails to re-form or cure, the Contractor shall be required to remove the failed liner at no additional cost to the City.

B. Interior Surface

1. No wrinkles exceeding the tolerances found in Table 1 – Liner Repair Guidelines will be allowed to remain within the liner.

2. Interior surface liner within ten (10) feet of manholes shall be wrinkle free. All wrinkles within this limit shall be properly removed to allow proper installation of flow restricting plugs.

3. Wrinkles in the finished lined pipe which:

   A. Cause a backwater greater than three-eighths (3/8) inch in depth,

   B. Reduce the hydraulic capacity of the pipeline as determined by the City,

   C. Cause a maintenance problem or inconvenience as determined by the City,

   D. Cause debris and solids to hang-up and accumulate,

   E. Reduce the structural stability of the pipe,

   Are unacceptable and shall be removed or repaired by the Contractor in a method that is approved by the City at no additional cost.

4. If wrinkles are detected in the installed liner, the Contractor shall provide photographs and dimensions of the wrinkle including height and direction.

C. Defective Liner and Repair Guidelines

1. All liners that do not meet the quality specified above shall be assessed by the City based on the guidelines shown in Table 1; City's assessment and remedy shall be final. All repairs shall be performed by the Contractor at no additional cost.

2. All repairs shall meet the original specifications for finished liner. The repair plan shall be submitted by the Contractor, reviewed, and approved by the City prior to any corrective action for any and all defects.

3. All repairs shall be performed within ten working days after notification to the Contractor of the defect.

Table 1. Liner Repair Guidelines

Defect	Tolerance	Remedy
Wrinkles, Fins, or Folds along top of pipe (from 9 to 3 clock position)	Repair if exceeding 5% of nominal diameter of host pipe	Trim flush with liner wall and patch with epoxy
Wrinkles, Fins, or Folds along bottom of pipe (from 3 to 9 clock position)	Repair if exceeding 3% of nominal diameter of host pipe	Trim flush with liner wall and patch with epoxy
Bubbles, Blisters, Dimples, Lumps, Lifts, or Foreign Inclusions.	Repair if exceeding 5% of nominal diameter of host pipe	Remove and patch with epoxy
Cracked, Delaminated, Dry Spots, Burst, Collapsed, or Unraveled	Repair all	Remove and patch with epoxy

(1) It is the intent for the liner installation and all repairs to provide a circular liner that adheres firmly to the host pipe.
(2) All other quality requirements specified elsewhere still apply.

4. For any deficiencies that not feasible to be repaired by the guidelines above, the City shall reserve the right to require the Contractor remove the existing sewer line and replace it with new PVC SDR 35 sewer line if all other methods of correction are not successful.

5. Many locations within this project are streets which are currently scheduled for resurfacing. In the event the liner is rejected and the pipe must be excavated and replaced, the Contractor shall be responsible to remove and replace the pavement area affected, utilizing a process and replacement area approved by the City

END OF SECTION

APPENDIX

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

THIS PAGE INTENTIONALLY LEFT BLANK

CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____ Date _____

Company _____ Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. Certified Payroll Reports

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

Redlands Regular Meeting of 06-20-2023

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	(9) CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

1234 of 1523

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

2N

APPENDIX B
CITY OF REDLANDS
WORKDAY CONSTRUCTION SCHEDULE

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2023

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
1 1	2 2	3 3	4 4	5 5	6 6	7 7
8 8	9 9	10 10	11 11	12 12	13 13	14 14
15 15	16 16	17 17	18 18	19 19	20 20	21 21
22 22	23 23	24 24	25 25	26 26	27 27	28 28
29 29	30 30	31 31				

FEBRUARY

S	M	T	W	T	F	S
			1 32	2 33	3 34	4 35
5 36	6 37	7 38	8 39	9 40	10 41	11 42
12 43	13 44	14 45	15 46	16 47	17 48	18 49
19 50	20 51	21 52	22 53	23 54	24 55	25 56
26 57	27 58	28 59				

MARCH

S	M	T	W	T	F	S
			1 60	2 61	3 62	4 63
5 64	6 65	7 66	8 67	9 68	10 69	11 70
12 71	13 72	14 73	15 74	16 75	17 76	18 77
19 78	20 79	21 80	22 81	23 82	24 83	25 84
26 85	27 86	28 87	29 88	30 89	31 90	

APRIL

S	M	T	W	T	F	S
						1 91
2 92	3 93	4 94	5 95	6 96	7 97	8 98
9 99	10 100	11 101	12 102	13 103	14 104	15 105
16 106	17 107	18 108	19 109	20 110	21 111	22 112
23 113	24 114	25 115	26 116	27 117	28 118	29 119
30 120						

MAY

S	M	T	W	T	F	S
	1 121	2 122	3 123	4 124	5 125	6 126
7 127	8 128	9 129	10 130	11 131	12 132	13 133
14 134	15 135	16 136	17 137	18 138	19 139	20 140
21 141	22 142	23 143	24 144	25 145	26 146	27 147
28 148	29 149	30 150	31 151			

JUNE

S	M	T	W	T	F	S
				1 152	2 153	3 154
4 155	5 156	6 157	7 158	8 159	9 160	10 161
11 162	12 163	13 164	14 165	15 166	16 167	17 168
18 169	19 170	20 171	21 172	22 173	23 174	24 175
25 176	26 177	27 178	28 179	29 180	30 181	

JULY

S	M	T	W	T	F	S
						1 182
2 183	3 184	4 185	5 186	6 187	7 188	8 189
9 190	10 191	11 192	12 193	13 194	14 195	15 196
16 197	17 198	18 199	19 200	20 201	21 202	22 203
23 204	24 205	25 206	26 207	27 208	28 209	29 210
30 211	31 212					

AUGUST

S	M	T	W	T	F	S
		1 213	2 214	3 215	4 216	5 217
6 218	7 219	8 220	9 221	10 222	11 223	12 224
13 225	14 226	15 227	16 228	17 229	18 230	19 231
20 231	21 233	22 234	23 235	24 236	25 237	26 238
27 239	28 240	29 241	30 242	31 243		

SEPTEMBER

S	M	T	W	T	F	S
					1 244	2 245
3 246	4 247	5 248	6 249	7 250	8 251	9 252
10 253	11 254	12 255	13 256	14 257	15 258	16 259
17 260	18 261	19 262	20 263	21 264	22 265	23 266
24 267	25 268	26 269	27 270	28 271	29 272	30 273

OCTOBER

S	M	T	W	T	F	S
1 274	2 275	3 276	4 277	5 278	6 279	7 280
8 281	9 282	10 283	11 284	12 285	13 286	14 287
15 288	16 289	17 290	18 291	19 292	20 293	21 294
22 295	23 296	24 297	25 298	26 299	27 300	28 301
29 302	30 303	31 304				

NOVEMBER

S	M	T	W	T	F	S
			1 305	2 306	3 307	4 308
5 309	6 310	7 311	8 312	9 313	10 314	11 315
12 316	13 317	14 318	15 319	16 320	17 321	18 322
19 323	20 324	21 325	22 326	23 327	24 328	25 329
26 330	27 331	28 332	29 333	30 334		

DECEMBER

S	M	T	W	T	F	S
					1 335	2 336
3 337	4 338	5 339	6 340	7 341	8 342	9 343
10 344	11 345	12 346	13 347	14 348	15 349	16 350
17 351	18 352	19 353	20 354	21 355	22 356	23 357
24 358	25 359	26 360	27 361	28 362	29 363	30 364
31 365						

City Holiday

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX C
CCTV INSPECTION VIDEOS

Click on link below to view CCTV Inspection Videos.
For password email Project Manager at jsilva@cityofredlands.org.

CCTV INSPECTION VIDEOS LINK

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX D

CITY OF REDLANDS
CONTRACTOR SAFETY PROGRAM

THIS PAGE INTENTIONALLY LEFT BLANK

THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

TABLE OF CONTENTS

I. POLICY 3

II. AUTHORITY 3

III. SCOPE 3

IV. DEFINITIONS 3

V. RESPONSIBILITIES 4

RISK MANAGEMENT... 4
PROJECT MANAGER (CITY) 5
INSPECTOR (CITY) 5
EMPLOYEES (CITY) 5
CONTRACTOR 5
PROJECT SAFETY OFFICIAL 6

VI. PROGRAM 6

SAFETY PREQUALIFICATION QUESTIONNAIRE 6
APPEAL PROCESS 7
CONSTRUCTION PROJECTS (TIER I AND TIER II) 8
INSPECTIONS 9
TRAINING/DOCUMENTATION 9
NON-COMPLIANCE 9
CITY PERSONNEL 9

VII. RECORDKEEPING 10

VIII. ADDITIONAL REFERENCES 10

ACKNOWLEDGMENT OF RECEIPT (A) 11
SAFETY PREQUALIFICATION QUESTIONNAIRE (B) 12
NOTICE OF NONCOMPLIANCE (C) 13
JOB HAZARD ANALYSIS (D) 14
INCIDENT INVESTIGATION FORM (E) 15

CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.
I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.
J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Confined Space Entry Procedure	☐	☐
	List of personnel authorized on jobsite to work in confined space(s)	☐	☐
	List of personnel authorized on jobsite to serve as Rescue Team	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Lockout/Tagout (LOTO) Procedure	☐	☐
	List of personnel authorized on jobsite to perform LOTO	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use lifts	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use a forklift	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Crane Program	☐	☐
	Copy of all expected Crane operators' Certifications	☐	☐
	List of personnel designated as Competent under Crane program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Hearing Conservation Program		☐	☐
List of personnel working in high noise areas		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
* Copies of SDS for Chemicals used must be kept at jobsite			
Please attach the following:		Attached?	
Copy of written Hazard Communication Program		☐	☐
List of personnel performing work with chemicals		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐
List trade names of all hazardous materials which you will be using on site:			

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
Do you have the appropriate provisions (signs, devices, barricades/)		☐	☐
Please attach the following:		Attached?	
Please provide a list of personnel working in traffic areas.		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
Please attach the following:		Attached?	
Copy of written procedure(s)		☐	☐
List of personnel working with potential exposure to asbestos		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative, _____,
Name

on _____ at _____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _

To be completed by Contractor

Corrective action plan to abate hazards:

_____
_____
_____
_____
_____
_____

Unsafe Condition Resolved: Date: _____ Time: _____

Remarks:

_____
_____
_____
_____
_____
_____

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

APPENDIX E

a. City Encroachment Permit Form

(Contractor to obtain encroachment permit from the City as no-fee permit)

THIS PAGE INTENTIONALLY LEFT BLANK

Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

and for the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

_____	EA	Driveway Appr, Res/Comm	$ 49.00	/ EA	=$	
_____	SF	Sidewalk	$ 0.09	/ SF	=$	
_____	SF	Cross Gutter/Spandrel	$ 0.58	/ SF	=$	
_____	LF	Curb & Gutter	$ 2.19	/ LF	=$	
_____	LF	Curb/Berm	$ 2.62	/ LF	=$	
_____	SF	Asphalt Pavement	$ 0.04	/ SF	=$	
_____	SF	Crushed Aggregate Base	$ 0.04	/ SF	=$	
_____	EA	Street Light	$ 81.00	/ EA	=$	
_____	EA	Traffic Signal - New	$ 2,152.00	/ EA	=$	
_____	EA	Traffic Signal - Modification	$ 1,737.00	/ EA	=$	
_____	CY	Reinforced Concrete	$ 89.00	/ CY	=$	
_____	LF	Storm Drain Pipe	$ 8.00	/ LF	=$	
_____	EA	Curb Inlet/Outlet Structures	$ 67.00	/ EA	=$	
_____	EA	Storm Drain Manhole/Junction Box	$ 67.00	/ EA	=$	
_____	EA	Curb Core	$ 62.00	/ EA	=$	
_____	LF	Sewer Main	$ 0.95	/ LF	=$	
_____	EA	Sewer Manhole	$ 67.00	/ EA	=$	
_____	EA	Sewer Cleanout	$ 134.00	/ EA	=$	
_____	EA	Sewer Lateral	$ 67.00	/ EA	=$	
_____	LF	Water Main - Potable	$ 1.09	/ LF	=$	
_____	LF	Water Main - Non-Potable	$ 1.09	/ LF	=$	
_____	EA	Fire Hydrant Assembly	$ 66.00	/ EA	=$	
_____	EA	Water Service Lateral	$ 26.00	/ EA	=$	
_____	EA	Water Shutdown	$ 67.00	/ EA	=$	
_____	EA	Fire Service	$ 58.00	/ EA	=$	
_____	LF	Excavation/Utility Trench	$ 1.25	/ LF	=$	
_____	SF	Street Patch	$ 0.67	/ SF	=$	
_____	SF	Warranty Fee (Street Cut)	$	/ SF	=$	
_____		_____	$	/	=$	
_____		_____	$	/	=$	

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance = $ 219.00 fee. **$219.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

($250.00 minimum fee)

(Effective 06/02/09) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Redlands Regular Meeting of 06-20-2023

Truck Route Permit Required: ☐ YES ☐ NO

Closure Permit With Traffic Plan Required: ☐ YES ☐ NO

Water Shutdown Required: ☐ YES ☐ NO

Bond Required: ☐ YES ☐ NO

Conduit Material: _____

Conduit Size: _____

Calculated By

Inspected by

Municipal Utilities & Engineering

Approved By

THIS PAGE INTENTIONALLY LEFT BLANK

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 20th day of June, 2023, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and CEM Construction Corporation, a California corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2022 CIP Sewer Pipeline Replacement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2022 CIP Sewer Pipeline Replacement Project, Project No. 521029 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of three million three hundred fourteen thousand two hundred and sixty-eight dollars ($3,314,268) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within one hundred twenty (120) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of the Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due to the Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code

Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
2022 CIP SEWER PIPELINE REPLACEMENT PROJECT,
Project No. 521029

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

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

CHECK ONE

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

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

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

Dated this _____ day of _____, 2023.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City Corporation ("City"), State of California, and CEM Construction Corporation (hereinafter designated as "Principal") have entered into an agreement dated June 20, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2022 CIP Sewer Pipeline Replacement Project, Project No. 521029 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of three million three hundred fourteen thousand two hundred and sixty-eight dollars ($3,314,268) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price,

but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

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

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

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

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

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

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

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

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

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and CEM Construction Corporation (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated June 20, 2023, and identified as 2022 CIP Sewer Replacement Project, Project No. 521029 is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of three million three hundred fourteen thousand two hundred and sixty-eight dollars ($3,314,268) 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 _____, 2023.

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

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **10th day of May 2023 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2022 CIP Sewer Pipeline Replacement Project – Project No. 521029**. 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	Bid Bond	No Addenda Issued	Total Bid Amount
1	CEM Construction Corp, Montebello, CA	Yes	Yes	N/A	$3,314,268.00
2	Christensen Brothers General Engineering, Inc., Apple Valley, CA	Yes	Yes	N/A	$3,338,532.00
3	Tryco General Engineering, Rimforest, CA	Yes	Yes	N/A	$3,928,505.00
4	MNR Construction Inc, La Verne, CA	Yes	Yes	N/A	$4,494,215.00
5	MCC Equipment Rentals, Inc., Yucaipa, CA	Yes	Yes	N/A	$4,657,900.00
6	Weka, Inc, San Bernardino, CA	Yes	Yes	N/A	$4,996,217.00
7	GRBCON, Inc., Baldwin Park, CA	Yes	Yes	N/A	$5,170,171.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers, City Manager, PIO, Press
Department Head: John Harris
Staff: Johana Silva

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: 521029 Bid Date: May 10, 2023

2022 CIP Sewer Pipeline Replacement Project Estimated Start Date: June 2023

Item No.	Bid Item	Qty	Unit	CEM Construction Corp		Christensen Brother General Engineering, Inc		Tryco General Engineering	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$110,000.00	$110,000.00	$88,000.00	$88,000.00	$170,000.00	$170,000.00
2	Traffic Control	1	LS	$45,000.00	$45,000.00	$23,000.00	$23,000.00	$20,000.00	$20,000.00
3	Erosion Control Plan	1	LS	$15,000.00	$15,000.00	$21,000.00	$21,000.00	$6,900.00	$6,900.00
4	Survey	1	LS	$30,000.00	$30,000.00	$25,000.00	$25,000.00	$4,800.00	$4,800.00
5	R/R with 8" SDR 35 PVC Pipe	9,656	LF	$190.00	$1,834,640.00	$134.00	$1,293,904.00	$209.00	$2,018,104.00
6	R/R with 10" SDR 35 PVC Pipe	159	LF	$215.00	$34,185.00	$230.00	$36,570.00	$350.00	$55,650.00
7	R/R with 12" SDR 35 PVC Pipe	325	LF	$195.00	$63,375.00	$380.00	$123,500.00	$350.00	$113,750.00
8	Reconnect Service Laterals	328	EA	$1,000.00	$328,000.00	$2,800.00	$918,400.00	$750.00	$246,000.00
9	CIPP 8" Pipe	11,094	LF	$32.00	$355,008.00	$32.00	$355,008.00	$28.00	$310,632.00
10	CIPP 10" Pipe	595	LF	$36.00	$21,420.00	$40.00	$23,800.00	$35.00	$20,825.00
11	CIPP 12" Pipe	983	LF	$50.00	$49,150.00	$50.00	$49,150.00	$48.00	$47,184.00
12	Reestablish Lateral Connections	322	EA	$145.00	$46,690.00	$25.00	$8,050.00	$110.00	$35,420.00
13	8"/10" Spot Repair	438	LF	$200.00	$87,600.00	$300.00	$131,400.00	$365.00	$159,870.00
14	Lateral Connection Repair	7	EA	$2,100.00	$14,700.00	$3,100.00	$21,700.00	$4,800.00	$33,600.00
15	Flow Bypass	1	LS	$45,000.00	$45,000.00	$57,000.00	$57,000.00	$40,000.00	$40,000.00
16	Testing of CIPP Liner	5	EA	$900.00	$4,500.00	$570.00	$2,850.00	$650.00	$3,250.00
17	Demobilization	1	LS	$30,000.00	$30,000.00	$10,200.00	$10,200.00	$8,000.00	$8,000.00
18	Unforeseen work	1	LS	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
	Additions/Deductions	1	LS					$434,520.00	$434,520.00
		Total Base Bid			**$3,314,268.00**		**$3,388,532.00**		**$3,928,505.00**

License Status	Active	Active	Active
Sub's License Status	Active	$893,188.00	Active
Bid Bond Company	U.S. Specialty Insurance Company	Swiss Re Corporate Solutions American	Gray Casualty & Surety Company
Submitted Entire Bid Package	Yes	Yes	No
Submitted Sub's Qualification Statement	Yes	Yes	No
DIR Status	Active	Active	Active
Error in Bid	No	No	No

Low Bidders 1, 2 3
Page 1 of 3

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: 521029 — Bid Date: May 10, 2023

2022 CIP Sewer Pipeline Replacement Project — Estimated Start Date: June 2023

Item No.	Bid Item	Qty	Unit	MNR Construction Inc		MCC Equipment Rentals, Inc.		Weka, Inc	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$193,000.00	$193,000.00	$173,000.00	$173,000.00	$175,000.00	$175,000.00
2	Traffic Control	1	LS	$80,000.00	$80,000.00	$81,250.00	$81,250.00	$125,000.00	$125,000.00
3	Erosion Control Plan	1	LS	$33,000.00	$33,000.00	$31,250.00	$31,250.00	$3,737.00	$3,737.00
4	Survey	1	LS	$18,000.00	$18,000.00	$37,500.00	$37,500.00	$25,000.00	$25,000.00
5	R/R with 8" SDR 35 PVC Pipe	9,656	LF	$270.00	$2,607,120.00	$285.00	$2,751,960.00	$329.00	$3,176,824.00
6	R/R with 10" SDR 35 PVC Pipe	159	LF	$500.00	$79,500.00	$352.00	$55,968.00	$352.00	$55,968.00
7	R/R with 12" SDR 35 PVC Pipe	325	LF	$500.00	$162,500.00	$371.00	$120,575.00	$363.00	$117,975.00
8	Reconnect Service Laterals	328	EA	$750.00	$246,000.00	$880.00	$288,640.00	$1,000.00	$328,000.00
9	CIPP 8" Pipe	11,094	LF	$26.50	$293,991.00	$38.00	$421,572.00	$33.00	$366,102.00
10	CIPP 10" Pipe	595	LF	$31.00	$18,445.00	$48.00	$28,560.00	$41.00	$24,395.00
11	CIPP 12" Pipe	983	LF	$43.00	$42,269.00	$65.00	$63,895.00	$52.00	$51,116.00
12	Reestablish Lateral Connections	322	EA	$95.00	$30,590.00	$135.00	$43,470.00	$50.00	$16,100.00
13	8"/10" Spot Repair	438	LF	$850.00	$372,300.00	$520.00	$227,760.00	$500.00	$219,000.00
14	Lateral Connection Repair	7	EA	$3,500.00	$24,500.00	$11,000.00	$77,000.00	$3,500.00	$24,500.00
15	Flow Bypass	1	LS	$70,000.00	$70,000.00	$37,500.00	$37,500.00	$66,000.00	$66,000.00
16	Testing of CIPP Liner	5	EA	$600.00	$3,000.00	$1,500.00	$7,500.00	$300.00	$1,500.00
17	Demobilization	1	LS	$20,000.00	$20,000.00	$10,000.00	$10,000.00	$20,000.00	$20,000.00
18	Unforeseen work	1	LS	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
	Additions/Deductions								
		Total Base Bid			**$4,494,215.00**		**$4,657,400.00**		**$4,996,217.00**
						*Addition error in Total Bid Price. Total is corrected per item unit price			

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Fidelity and Deposit Company	Harco National Insurance Company	Markel Insurance Company
Submitted Entire Bid Package	Yes	No	Yes
Submitted Sub's Qualification Statement	Yes	No	Yes
DIR Status	Active	Active	Active
Error in Bid	No	Yes	No

Low Bidder 4, 5, 6

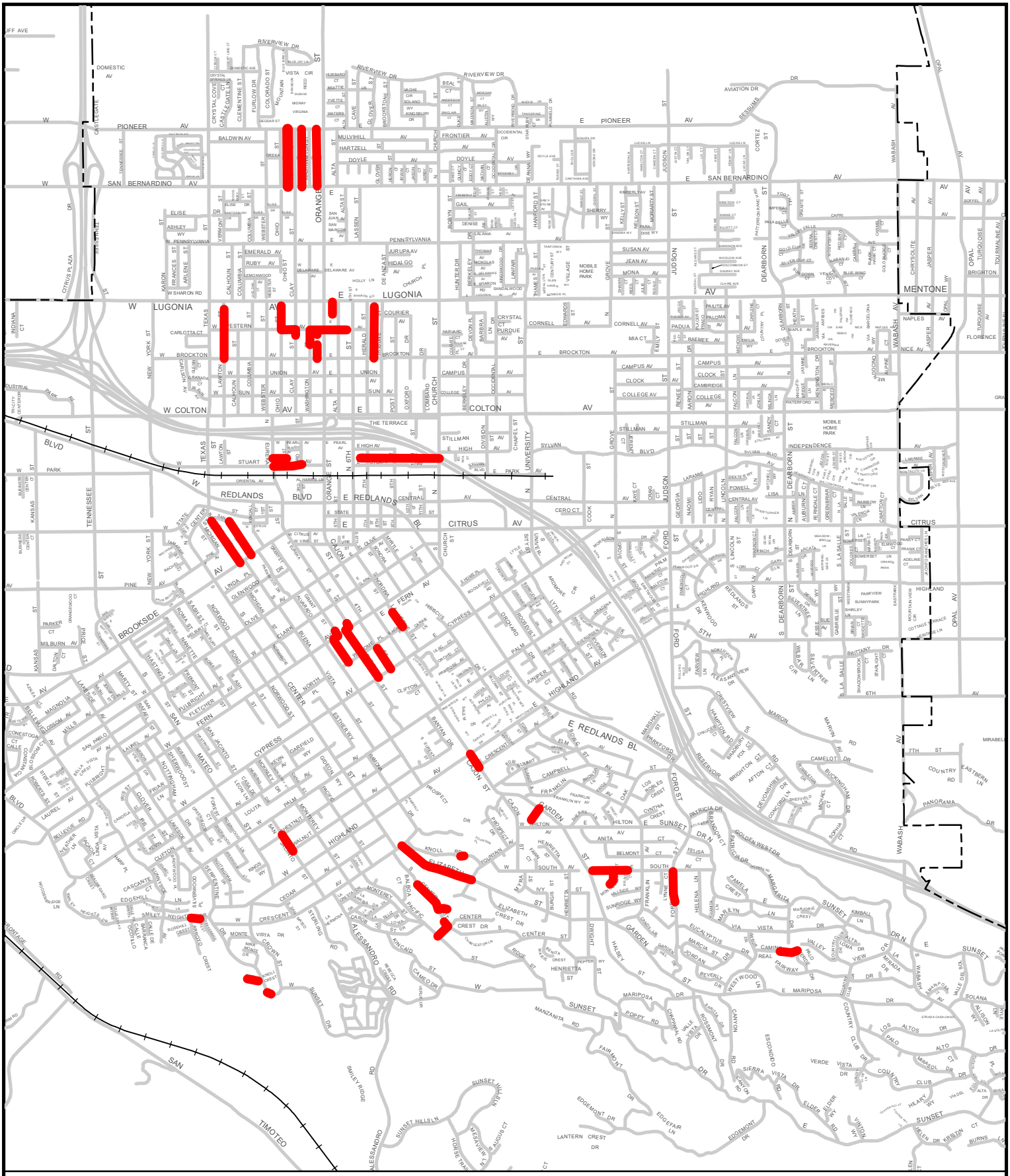
CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: 521029 Bid Date: May 10, 2023

2022 CIP Sewer Pipeline Replacement Project Estimated Start Date: June 2023

Item No.	Bid Item	Qty	Unit	GRBCON, Inc.					
				Unit Price	Item Price				
BASE BID ITEMS									
1	Mobilization	1	LS	$139,200.00	$139,200.00				
2	Traffic Control	1	LS	$41,114.00	$41,114.00				
3	Erosion Control Plan	1	LS	$2,792.00	$2,792.00				
4	Survey	1	LS	$23,501.00	$23,501.00				
5	R/R with 8" SDR 35 PVC Pipe	9,656	LF	$350.00	$3,379,600.00				
6	R/R with 10" SDR 35 PVC Pipe	159	LF	$364.00	$57,876.00				
7	R/R with 12" SDR 35 PVC Pipe	325	LF	$349.00	$113,425.00				
8	Reconnect Service Laterals	328	EA	$1,362.00	$446,736.00				
9	CIPP 8" Pipe	11,094	LF	$29.00	$321,726.00				
10	CIPP 10" Pipe	595	LF	$40.00	$23,800.00				
11	CIPP 12" Pipe	983	LF	$50.00	$49,150.00				
12	Reestablish Lateral Connections	322	EA	$23.00	$7,406.00				
13	8"/10" Spot Repair	438	LF	$608.00	$266,304.00				
14	Lateral Connection Repair	7	EA	$2,800.00	$19,600.00				
15	Flow Bypass	1	LS	$38,081.00	$38,081.00				
16	Testing of CIPP Liner	5	EA	$292.00	$1,460.00				
17	Demobilization	1	LS	$38,400.00	$38,400.00				
18	Unforeseen work	1	LS	$200,000.00	$200,000.00				
	Additions/Deductions								
		Total Base Bid			**$5,170,171.00**				

License Status	Active		
Sub's License Status	Active		
Bid Bond Company	Everest Reinsurance Company		
Submitted Entire Bid Package	Yes		
Submitted Sub's Qualification Statement	Yes		
DIR Status	Active		
Error in Bid	No		



2022 CIP SEWER PIPELINE REPLACEMENT PROJECT LOCATION MAP

Sewer CIP FY 22/23

City of REDLANDS "A City That Works"

0 1,000 2,000 4,000 Feet

City Council Meeting **K. 6.**

DATE: 06/20/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders and Agreements for a total encumbered amount not-to-exceed $5,305,000 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of the Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders and Agreements as itemized in the staff report for a total encumbered amount not-to-exceed $5,305,000

RECOMMENDATION:

Staff recommends City Council determine that approval of the Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders and Agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends approval of the Fiscal Year 23/24 Municipal Utilities and Engineering Department Annual Purchase Orders.

DISCUSSION:

Staff recommends City Council approval of Fiscal Year 23/24 Municipal Utilities and Engineering Department (MUED) Annual Purchase Orders (PO) with: ABBA, Aerzen, Airgas, Alfa Laval, Babcock Laboratories, California Water Technologies, Cintas, Consolidated Electrical Distributors, Core & Main, CS Amsco, Dukes Root Control, DXP, Evantec, Ferguson, Golden Meters, Golden Bell, Grainger, HACH, Hasa, HERC, Heat Transfer Solution, JCI, JWC Environmental, LFG Engineering, McMaster Carr, NOV, Northstar,Plumbers Depot, SNF Polydyne, Pacific Parts,Rockwell Engineering, Saveco, Solenis, Sulzer, Unison, Univar,USALCO, Veolia, Vulcan DBA Calmat, and Western Water Works.

A. Babcock Laboratories
In accordance with the regulations set forth by the California State Water Resources Control Board and the Federal Environmental Protection Agency, the City is obligated to regularly monitor the concentrations of various elements in the water and wastewater streams. To fulfill

this monitoring requirement, the City engages the services of certified contracted laboratory service providers. In April 2023, our staff issued a Request for Bid (RFB) for laboratory services, and we received a single bid from Babcock Laboratories, Inc., located in Riverside, CA. After conducting a comprehensive review and analysis, our staff determined that Babcock Laboratories Inc. is the responsive bidder. Therefore, we recommend City Council approval of the Non-professional Services Agreement with Babcock for an initial term of one (1) year, with a not-to-exceed amount of $275,000. If approved, the Agreement may be extended for an additional two (2) years, with a not-to-exceed amount of $275,000, resulting in a total potential Agreement value of $825,000.

B. Cintas
The City will leverage "Omnia Partners, Public Sector" cooperative purchasing contract for garment rental services and other items covered in the agreement offering an average of 20% discount for all of its purchases.

C. Grainger
The City will leverage "Omnia Partners, Public Sector" cooperative purchasing contract for Janitorial Equipment & Supplies, Sanitation Cleaning Chemicals & Supplies, Fasteners, Material Handling, Plumbing, Power Sources, Outdoor Garden, Lamps & Lighting and Ballasts, Heating Ventilation Air Conditioning (HVAC), Hand Tools, Power Tools (excluding automotive related tools and products), Electrical, paint, Security, and Safety (does not include any Public Safety Equipment) products under the Oregon NASPO Valuepoint Master Agreement offering a range of 11% to 23% discount for all of its purchases.

D. Herc
The City will leverage "Omnia Partners, Public Sector" cooperative purchasing contract for Equipment Rentals and Related Products and Services offering an average savings of 10% discount for all of its purchases.

These annual purchase orders are included in the Fiscal Year 23/24 MUED budget and will be encumbered for a not-to-exceed total annual amount of $5,305,000 as described in the chart below.

Vendor	Not to Exceed Amount	Water (W)	Wastewater (WW)	Agreement/Bid, Extension, Sole Source
Babcock Laboratories	$275,000.00	$190,000.00	$85,000.00	Bid
California Water Technologies (Ferric Chloride)	$170,000.00	$0.00	$170,000.00	Bid
Golden Meters (Meter Accuracy Testing)	$40,000.00	$40,000.00	$0.00	Bid
Consolidated Electrical Distributors (Electrical Components)	$55,000.00	$45,000.00	$10,000.00	Bid
Core & Main (McCrometer Meters & Supplies)	$85,000.00	$50,000.00	$35,000.00	Bid
Hasa (Sodium Hypochlorite Mini Bulk 12.5%)	$125,000.00	$125,000.00	$0.00	Bid
JCI (C12 Gas)	$75,000.00	$75,000.00	$0.00	Bid
JCI (Sodium Hypochlorite 12.5% W/WW)	$550,000.00	$130,000.00	$420,000.00	Bid
McMaster Carr (W/WW Facility Parts & Supplies)	$75,000.00	$45,000.00	$30,00.00	Bid
Northstar Chemical (Citric Acid)	$102,000.00	$0.00	$102,000.00	Bid
Polydyne (WW Cationic Emulsion Polymer)	$275,000.00	$0.00	$275,000.00	Bid

Pacific Parts (Industrial Automation)	$85,000.00	$45,000.00	$40,000.00	Bid
Solenis (Water 3 Polymer Chemicals)	$65,000.00	$65,000.00	$0.00	Bid
Univar (NaOH) Sodium Hydroxide 50%	$20,000.00	$20,000.00	$0.00	Bid
USALCO (ACH 50%)	$125,000.00	$125,000.00	$0.00	Bid
Vulcan (Cold Mix)(Sand & Base)	$145,000.00	$145,000.00	$0.00	Bid
Western Water Works (Cla-Val)	$125,000.00	$125,000.00	$0.00	Bid
Western Water Works (Distro Supplies)	$520,000.00	$500,000.00	$20,000.00	Bid
Evantec	$84,000.00	$42,000.00	$42,000.00	Extension
ABBA	$50,000.00	$0.00	$50,000.00	Sole Source
Aerzen	$31,000.00	$0.00	$31,000.00	Sole Source
Airgas	$43,500.00	$28,000.00	$15,500.00	Sole Source
Alfa Laval	$70,000.00	$0.00	$70,000.00	Sole Source
CS Amsco	$58,000.00	$20,000.00	$38,000.00	Sole Source
DXP	$55,000.00	$0.00	$55,000.00	Sole Source
Dukes Root Control	$53,000.00	$0.00	$53,000.00	Sole Source
Ferguson	$450,000.00	$450,000.00	$0.00	Sole Source
Golden Bell	$63,000.00	$0.00	$63,000.00	Sole Source
HACH	$122,500.00	$0.00	$122,500.00	Sole Source
Heat Transfer Solution	$43,000.00	$0.00	$43,000.00	Sole Source
JWC Environmental	$40,000.00	$0.00	$40,000.00	Sole Source
LFG Engineering	$95,000.00	$0.00	$95,000.00	Sole Source
NOV	$40,000.00	$0.00	$40,000.00	Sole Source
Plumbers Depot	$195,000.00	$50,000.00	$145,000.00	Sole Source
Rockwell Engineering	$160,000.00	$0.00	$160,000.00	Sole Source
Saveco	$33,000.00	$0.00	$33,000.00	Sole Source
Sulzer	$180,000.00	$135,000.00	$45,000.00	Sole Source
Unison (GC Media)	$196,000.00	$0.00	$196,000.00	Sole Source
Veolia	$51,000.00	$20,000.00	$31,000.00	Sole Source
Cintas	$80,500.00	$42,500.00	$38,000.00	OMNIA
Grainger	$111,500.00	$86,000.00	$25,500.00	OMNIA
HERC	$88,000.00	$48,000.00	$40,000.00	OMNIA

Throughout the year, staff purchase a variety of supplies and services from various vendors for routine maintenance and operations. In accordance with the City's purchasing policy and for greater transparency, staff recommends approval of these POs, which also include POs below the $50,000 purchase authority threshold. Staff recently issued Requests for Bids for various products and services in April 2023. The City Clerk received bids for the following commodities: laboratory services, electrical components and repairs, industrial automation and controls, meter and supplies, meter accuracy testing, washed utility sand and crushed aggregate base, facility replacement parts and supplies, water and wastewater treatment plant chemicals, and Cla-Val supplies. Staff evaluated the bids (Attachments B-N) to prepare a recommendation to purchase products and services from the lowest responsive and responsible bidders.

The City's bid documents allow vendors to indicate if an extension of terms and conditions for upcoming fiscal years would be honored and for how many years. This offer is mutually agreed upon following receipt of vendors' acknowledgment to accept the extension. For Fiscal Year 23/24, four (4) vendors indicated they are willing to extend current terms and conditions. City

Council approval extends these annual POs through Fiscal Year 23/24. In accordance with the City's purchasing policy, sole or single source purchases exceeding $30,000 require City Council approval. These purchases are typically warranted because the vendor is the sole authorized dealer and purchasing from another vendor would void the manufacturer's warranty, and/or the vendor's product has been standardized for use. Fiscal Year 23/24 MUED purchases through these annual POs are not anticipated to exceed $5,305,000.

City Council approval of these annual POs is exempt from environmental review pursuant to Sections 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act as it can be seen with certainty that approval of these annual POs will have no significant effect on the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
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:	2,646,500
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. Sufficient funding for these purchases is included in the Fiscal Year 23/24 Water Service Fund (501900).

Fiscal Year:	FY 23/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	2,658,500
Budgeted Y/N:	Y
Account No.:	521900

Discussion:

There is no fiscal impact associated with this action. Sufficient funding for these purchases is included in the Fiscal Year 23/24 Wastewater Service Fund (521900).

Attachments

A Summary_of_MUED_Annual_POs_2023-2024

B. BID REPORT ANALYSIS SAND & CRUSHED AGGREGATE BASE

C. Bid Report & Bid Analysis Water & Wastewater Treatment Plant Chemicals

D. Polymer Performance Testing CHEMICALS

E. Laboratory Service Bid Tabulation & Analysis - Babcock Laboratory

F. Bid Report & Analysis Cla-Val

G. Bid Report & Analysis 2023 - Water Distribution Parts & Materials

H. CED Bid Tabulation & Analysis 2023 Withdrawal Notice Pacific Parts - Electrical Components and Materials

I. Bid Report & Analysis 2023 - Industrial Automation & Controls

J. Bid Report & Analysis 2023 - McCrometer Meters and Supplies

K. Bid Report & Analysis 2023 - Meter Accuracy Testing

L. Bid Report & Analysis 2023 - Water Wastewater Facility Parts and Supplies

M. Agreement - Babcock Laboratories

N. Evantec Extension

SS1 ABBA Sole Source

SS2 Aerzen Sole Source

SS3 Airgas Sole Source

SS4 Alfa Laval Inc. Sole Source

SS5 CS Amsco Sole Source

SS6 DXP Sole Source

SS7 Dukes Root Control Sole Source

SS8 Ferguson Waterworks Sole Source

SS9 Golden Bell Sole Source

SS10 HACH Sole Source

SS11 Heat Transfer Solutions Sole Source

SS12 JWC Sole Source

SS13 LFG Engineering Sole Source

SS14 National Oilwell Varco (NOV) Sole Source

SS15 Plumbers Depot Sole Source

SS16 Rockwell Sole Source

SS17 Saveco Sole Source

SS18 Sulzer Sole Source
SS19 Unison Sole Source
SS20 Veolia Sole Source
Cintas Co-op agreement
Grainger Co-op agreement
Herc Co-op agreement

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Annual Purchase Orders (Pages 1 - 3)

Staff is requesting approval for annual purchase orders for the low bidders (highlighted in yellow) for the following commodities and services publicly advertised, received, and opened by the City Clerk on April 6, 2023, and April 12, 2023, for the amounts described below.

Water & Wastewater Treatment Plant Chemicals	
Vendor	Sodium Hypochlorite 12.5% mini bulk (Water)
Hasa Inc.	$5,652.00
Northstar Chemical	$7,524.00
Univar Solutions	$8,605.80
Purchase Order Request	**$125,000.00**
Vendor	Sodium Hypochlorite 12.5% (W/WW)
JCI Jones Chemicals, Inc.	$10,850.00
Olin Corporation	$10,950.00
Hasa Inc.	$13,450.00
Purchase Order Request	**$550,000.00 (WW $420,000.00 & W $130,000.00)**
Vendor	Chlorine Gas (C12 Gas) (Water)
JCI Jones Chemicals, Inc.	$5,500.00
Purchase Order Request	**$75,000.00**
Vendor	Sodium Hydroxide 50% (Water)
Univar Solutions USA Inc.	$6,220.00
Northstar Chemical	$7,340.00
Purchase Order Request	**$20,000.00**
Vendor	Praestol 186KH polymer (Water)
SNF Polydyne, Inc.	$21,930.00
Solenis LLC	$28,620.00
Nalco Water	$29,640.00
Vendor	Praestol A 3040 LTR FLOCCULANT (Water)
SNF Polydyne Inc.,	$677.60
Solenis LLC	$794.75
Univar Solutions	$937.75
Vendor	Praestol A 3010 LTR FLOCCULANT (Water)
SNF Polydyne Inc.,	$662.20
Solenis LLC	$695.75
Vendor	Cationic Emulsion Polymer (WW)
SNF Polydyne Inc.,	$187,308.00

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Solenis LLC	$200,244.00
Purchase Order Request	**$340,000.00 (All Polymers)**
Vendor	Aluminum Chlorohydrate (ACH) 50% Solution (Water)
USALCO LLC	$22,197.15
Purchase Order Request	**$125,000.00**
Vendor	Citric Acid 50% (WW)
Northstar Chemical	$7,128.00
Thornton, Musso, Bellemin-Water Treatment Consultant	$7,650.00
Univar Solutions	$7,800.00
Purchase Order Request	**$102,000.00**
Vendor	Ferric Chloride 39% (WW)
California Water Technology	$13,100.00
Pencco	$14,350.00
Purchase Order Request	**$170,000.00**

Vendor	Cla-Val Supplies
Western Water Works Supply Company	$261,244.00
Ferguson Waterworks	$261,854.00
Core and Main	$274,312.54
Purchase Order Request	**$125,000.00**

Vendor	Facilities Maintenance, Parts, Supplies & Related Materials
McMaster-Carr Supply Company	$59,101.26
Purchase Order Request	**$75,000.00**

Vendor	McCrometer Flow Meter Supplies
Core & Main	$226,333.30
Western Water Works	$245,489.40
D & H Water Systems	$248,285.30
Purchase Order Request	**$85,000.00**

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Vendor	Electrical Components & Materials
Pacific Parts	$75,840.25
Consolidated Electrical Distributors	$115,661.49
City Electric Supply	$695,587.29
Purchase Order Request	**$55,000.00**

Vendor	Industrial Automation & Controls
Pacific Parts & Controls	$139,708.15
KDC Incorporated DBA KDC Systems	$501,623.64
Purchase Order Request	**$85,000.00**

Vendor	Laboratory Service for W/WW
Babcock Laboratories	$265,566.60
Purchase Order Request	**$275,000.00 (W $190,000.00 & WW $85,000.00)**

Vendor	Meter Accuracy Test
Golden Meters	$35,900.00
Purchase Order Request	**$40,000.00**

Vendor	Water Distribution Parts & Materials
Ferguson Water Works-Non Responsive	$330,017.70
Western Water Works	$340,891.81
S & J Supply Co., Inc.	$378,384.00
Core and Main	$480,060.99
Purchase Order Request	**$520,000.00**

Vendor	Washed Utility Sand & Crushed Aggregate	Cold Mix
Vulcan Materials Co. dba Calmat Co.	$100,000.00	$45,000.00
Purchase Order Request		**$145,000.00**

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Extensions of Annual Purchase Orders
(Page 4)

Staff is requesting approval for the below annual purchase orders for FY 23/24 with current terms and conditions for low bidders for the following commodities and services for the not-to-exceed amounts as described below.

Vendor	
Evantec	
Purchase Order Request	**$84,000.00**

ATTACHMENT A
Summary of Annual Purchase Order Requests
(Including extensions, sole/single source, and service agreements)

Sole/Single Source Purchase Orders (Pages 5-7)

Staff is requesting approval for the annual purchase orders for the following sole/single source vendors for the not-to-exceed amounts as described below. The following have been evaluated and determined that the sole/single source is warranted.

Vendor	Purchase Order Request
ABBA	$50,000.00

Vendor	Purchase Order Request
Aerzen	$31,000.00

Vendor	Purchase Order Request
CS Amsco	$58,000.00
Vendor	Purchase Order Request
Heat Transfer Solution	$43,000.00
Vendor	Purchase Order Request
LFG Engineering	$95,000.00
Vendor	Purchase Order Request
National Oilwell Varco (NOV)	$40,000.00
Vendor	Purchase Order Request
Saveco	$33,000.00
Vendor	Purchase Order Request
Veolia	$51,000.00

Staff is requesting a purchase order be issued to AirGas USA, LLC to provide high purity compressed gases, cylinder rentals and related items. Part of City's laboratory certification requires the use of high purity gases. Use of other sources would be costly since a comparative study would be required concurrently with current testing.

Wastewater/Water High Purity Compressed Gases, Cylinder Rental, & Related Items

Vendor	Purchase Order Request
AirGas USA, LLC	$43,500.00

Vendor	Purchase Order Request
D & H Water Systems	$175,000.00

Vendor	Purchase Order Request
Dukes Root Control	$53,000.00

Staff is requesting a purchase order be issued to Ferguson Enterprises, Inc. to provide Neptune water meters and miscellaneous products for standardization.

Neptune Water Meters & Miscellaneous Products

Vendor	Purchase Order Request
Ferguson Enterprises, Inc. dba Ferguson Waterworks	$450,00.00

Vendor	Purchase Order Request
Golden Bell	$63,000.00

Staff is requesting a purchase order be issued to HACH Company to perform sole service support and replacement parts for the ammonium and nitrate analyzers at the City's Wastewater Treatment Plant. They are the sole warranty provider for warranty work and replacement parts.

Wastewater Analyzer Service Support & Replacement Parts

Vendor	Purchase Order Request
HACH Company	$122,500.00

Staff is requesting a purchase order be issued to JWC Environmental to provide parts and replacement of Muffin Monster sewage grinders throughout the Wastewater Treatment Plant. The specialized equipment is critical for the protection of the wastewater treatment processes. The Muffin Monsters are in continuous operation and have been in place at the plant for over 35 years. JWC Environmental is the inventor and owner of the Muffin Monster, and the sole manufacturer. All repairs performed include a one year warranty.

Muffin Monster Grinders

Vendor	Purchase Order Request
JWC Environmental	$40,000.00

Vendor	Purchase Order Request
Plumbers Depot	$195,000.00

Preventative Maintenance, Parts and Services

Vendor	Purchase Order Request
Alfa Laval	$70,000.00

Staff is requesting a purchase order be issued to Rockwell Engineering and Equipment Co. to provide repair and replacement parts for Vaughan chopper pumps, Pioneer centrifugal pumps, and Boerger rotary lobe pumps.

Vaughan Chopper Pumps, Pioneer Centrifuge Pumps, & Boerger Rotary Lobe Pumps

Vendor	Purchase Order Request

Rockwell Engineering and Equipment Co.	$160,000.00

Vendor	Purchase Order Request
DXP Enterprises	$55,000.00

Staff is requesting a purchase order issued to Sulzer Electro-Mechanical Services (US), Inc. (Sulzer) for electrical motors repair parts and materials, maintenance and service for water and wastewater well and booster equipment. Pump motors throughout the water system have been standardized to US Motors. Sulzer is a US Motor distributor accredited by Electrical Apparatus Services Association and sole vendor within a 75 mile radius.

Water/Wastewater Maintenance Service, Repair, & Replacement Parts

Vendor	Purchase Order Request
Sulzer Electro-Mechanical Services (US), Inc.	$180,000.00

Vendor	Purchase Order Request
Tesco	$673,000.00

Vendor	Purchase Order Request
Unison	$196,000.00

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 202230323-AC(2) **BID DATE: 4/6/2023**

Annual P.O. Sand & Crushed Aggregate Base **FISCAL YEAR: 2023/2024**

Item Number	Description			Vulcan Materials
		Price Per Ton	Estimated Quanity	Extended Price
1	Washed Utility Sand. Price shall include but not limited to all taxes, fees, delivery, and fuel surcharges.	$ 29.490	450	$ 13,270.50
2	Cold mix 3/8 SC8. Price shall include but not limited to all taxes, fees, delivery, and fuel surcharges.	$ 108.820	200	$ 21,764.00
3	Crushed Aggregate Base. Price shall include but not limited to all taxes, fees, delivery, and fuel surcharges.	$ 29.210	800	$ 23,368.00
			BID TOTAL (LINES 1 THROUGH 3)	**$ 58,402.50**

			**Vendor included Mat+Tax+Haul + Enironmental Fee in RFB Total)	
			Total with TAX	**$59,185.86**

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2023**, at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water Distribution Sand and Base Aggregate – 20230323-AC(2).** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Addenda (0)	Bid Signed	Bid Amount
1	Vulcan Materials Company, San Bernardino CA	N/A	Yes	$59,185.86

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

CITY OF REDLANDS OFFICE OF THE CITY CLERK BID OPENING REPORT

The following bids were opened on the **6th day of April 2023** at **10:00 A.M.** on behalf of the Municipal Utilities and Engineering Department for **Water & Wastewater Treatment Plant Chemicals 20230323-PM (6).** 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 (1)	Chlorine Gas	Sodium Hypochlorite 12.5% mini bulk (water)	Sodium Hydroxide 50% (water)	Praestol 186KH Polymer (water)	Praestol A3040LTR Flocculant (water)	Praestol A3010LTR Flocculant (water)	Aluminum Chlorohydrate (ACH) 50% Solution (water)	Cationic Emulsion Polymer	Citric Acid 50% (WW)	Ferric Chloride Solution (39-42%) (WW)	Sodium Hypochlorite 12.5% (WW)	Soduim Hypochlorite 12.5% (water)
1	California Water Technologies LLC, Santa Fe Springs CA	Yes	No										2.62		
2	Hasa Inc., Pomona CA	Yes	No		3.14									2.69	2.69
3	JCI Jones Chemicals, Torrance CA	Yes	No	1.375										2.17	2.17
4	Nalco Water Inc., Los Alamitos CA	Yes	No				9.88								
5	Northstar Chemcial, Sherwood OR	Yes	No		4.18	3.67						11.88			
6	Olin Corporation, Cleveland TN	Yes	No											2.198	2.198
7	Pencco, San Felipe TX	Yes	No										2.87		
8	Solenis, LLC Wilimington DE	Yes	No				9.54	14.45	12.65		15.17				
9	Thornton, Musso, Bellemin, Zachary LA	Yes	No									12.75			
10	Univar Solutions, Kent WA	Yes	No		4.781	3.11		17.05				13.00			
11	USALCO, Baltimore MD	Yes	No							4.9327					
12	SNF Polydyne, Inc., Riceboroa GA	Yes	No				7.31	12.32	12.04		14.19				

*Bids sorted alphabateically

Councilmembers, City Manager, City Treasurer, PIO, Press,
Director: John Harris
Staff: Christian Duenez

Jeanne Donaldson, City Clerk
City of Redlands, California

CITY OF REDLANS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID DATE 4/6/2023

BID NO. **20230323-PM (6)**
ANNUAL PO **WATER & WASTEWATER TREATMENT PLANT CHEMICALS** FISCAL YEAR 2023-24

				CALIFORNIA WATER TECHNOLOGIES LLC.	
Item No.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**EXTENDED PRICE**
1	Chlorine Gas	4000	Per LB.	$	
2	Sodium Hypochlorite 12.5% mini-bulk (Water)	1800	Per Gal.	$	
3	Sodium Hydroxide 50% (Water)	2000	Per Gal.	$	
4	Praestol 186KH polymer or City approved equal (Water)	3000	Per Gal.	$	
5	Praestol A 3040 LTR FLOCCULANT or City approved equal (Water)	55	Per Gal.	$	
6	Praestol A 3010 LTR FLOCCULANT or City approved equal (Water)	55	Per Gal.	$	
7	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	4500	Per Gal.	$	
8	Cationic Emulsion Polymer (WW)	13200	Per Gal.	$	
9	Citric Acid 50% (WW)	600	Per Gal.	$	
10	Ferric Chloride (39-42%)(WW)	5000	Per Gal.	2.62	$ 13,100.00
11	Sodium Hypochlorite 12.5% (Water)	5000	Per Gal.	$	
12	Sodium Hypochlorite 12.5% (WW)	4500	Per Gal.	$	
			TOTAL SUM BID (Item 1-11)	**$**	**13,100.00**

HASA INC		JCI JONES CHEMICALS		NALCO WATER INC.		NORTHSTAR CHEMICAL	
UNIT PRICE	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
$	$	$ 1.38	$ 5,500.00	$	$	$	$
3.14	$ 5,652.00	$	$	$	$	4.18	$ 7,524.00
$	$	$	$	$	$	3.67	$ 7,340.00
$	$	$	$	9.88	29640	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$	$	11.88	$ 7,128.00
$	$	$	$	$	$	$	$
2.69	$ 13,450.00	2.17	$ 10,850.00				
2.69	$ 12,105.00	2.17	$ 9,765.00	$	$	$	$
$ 31,207.00		**$ 26,115.00**		**$ 29,640.00**		**$ 21,992.00**	

OLIN CORPORATION		PENCCO		SOLENIS LLC		THORNTON, MUSSO, BELLEMIN- WATER TREATMENT CONSULTANT	
UNIT PRICE	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
$	$	$	$	$	$	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$ 9.54	$ 28,620.00	$	$
$	$	$	$	$ 14.45	$ 794.75	$	$
$	$	$	$	$ 12.65	$ 695.75	$	$
$	$	$	$	$	$	$	$
$	$	$	$	$ 15.17	$ 200,244.00	$	$
$	$	$	$	$	$	$ 12.75	$ 7,650.00
$	$	$ 2.87	$ 14,350.00	$	$	$	$
$ 2.19	$ 10,950.00						
$ 2.19	$ 9,855.00	$	$	$	$	$	$
$	**20,805.00**	**$**	**14,350.00**	**$**	**230,354.50**	**$**	**7,650.00**

UNIVAR SOLUTIONS		USALCO		SNF POLYDYNE, INC.	
UNIT PRICE	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
$	$	$	$	$	$
$ 4.78	$ 8,605.80	$	$	$	$
$ 3.11	$ 6,220.00	$	$	$	$
$	$	$	$	$ 7.31	$ 21,930.00
$ 17.05	$ 937.75	$	$	$ 12.32	$ 677.60
$	$	$	$	$ 12.04	$ 662.20
$	$	$ 4.93	$ 22,197.15	$	$
$	$	$	$	$ 14.19	$ 187,308.00
$ 13.00	$ 7,800.00	$	$	$	$
$	$	$	$	$	$
$	$	$	$	$	$
$	**23,563.55**	**$**	**22,197.15**	**$**	**210,577.80**

City of

REDLANDS

Incorporated 1888

John R. Harris

Director

Municipal Utilities & Engineering Department

35 Cajon Street, Suite 15A

Redlands, CA 92373

Re: City of Redlands Chemical Testing & Comparison

Test date: 05/01/23

Tested by: Chris Mercier

Chemicals tested:

- Nalco Cat Floc 8102 Plus (Coagulant Aid)
- Polydyne ClariFloc C-308P (Coagulant Aid)
- Polydyne ClariFloc A-6320 (Filter Aid)
- Polydyne ClariFloc A-6330 (Sludge Dewatering)
- Solenis Praestol 186KH (Coagulant Aid)
- Solenis Praestol A-3010 (Filter Aid)
- Solenis Praestol A-3040 (Sludge Dewatering)

After extensive jar testing and comparison, it is found that the Solenis line of chemicals is superior in performance offering better and more consistent results than the other chemicals in this test.

Sincerely,

Chris Mercier

Chris Mercier

Water Production Operations Supervisor

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

The following bids were opened on the **17th day of April 2023 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Laboratory Services for Water and Wastewater – 20230405-01JP**. 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 Sum Bid
1	Babcock Laboratories, Riverside CA	Yes	N/A	$265,566.60

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Christian Duenez; Jung Park

Projects	*Babcock Laboratories*	
	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
DRINKING WATER	$7,170.00	$178,330.20
WASTEWATER	$1,755.40	$58,008.00
SLUDGE	$1,087.80	$3,548.60
PRIORITY POLLUNTANTS	$1,947.80	$7,309.60
SSO SAMPLING (SSMP)	$42.00	$210.00
Industrial and Trunk line monitoring	$1,899.80	$13,597.40
STORMWATER-WWTP	$414.80	$2,281.40
STORMWATER-Landfill	$414.80	$2,281.40
Sub-Total	$14,732.40	$265,566.60

Drinking Water				*Babcock Laboratories*	
ITEM NO.	**EST. QTY**	**DRINKING WATER**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE** (QTY X UNIT PRICE)
1	1	Total Alkalinity	SM2320B	$11.00	$11.00
2	1	Apparent Color	SM 2120B	$8.00	$8.00
3	5	Asbestos	EPA 100.2	$350.00	$1,750.00
4	1	Carbamates	EPA 531.1	$75.00	$75.00
5	1	Chloride	EPA 300.0	$9.60	$9.60
6	1	Chlorinated Acid Herbicides by GC-ECD	EPA 515.4	$75.00	$75.00
7	10	Coliform, Presence/Absence by Colilert	SM 9223B	$18.00	$180.00
8	1	Cyanide (Free)	SM 4500-CN G or EPA 335.4	$30.00	$30.00
9	1	Dioxin	EPA 1613	$350.00	$350.00
10	1	Diquat and Paraquat	EPA 549	$175.00	$175.00
11	100	EDB and DBCP by GC-ECD	EPA 504.1 or EPA 524.3	$48.00	$4,800.00
12	1	Endothall by GC-MS	EPA 548.1	$84.00	$84.00
13	1	Fluoride	EPA 300.0	$9.60	$9.60
14	20	General Minerals	See Appendix A	$155.00	$3,100.00
15	700	General Physicals	See Appendix B	$24.00	$16,800.00
16	20	Glyphosate by HPLC	EPA 547	$75.00	$1,500.00
17	50	Gross Alpha by Co-precipitation	SM 7110C	$40.00	$2,000.00
18	120	Haloacetic Acids	EPA 552	$55.00	$6,600.00
19	100	Hexavalent Chromium (20 ppt MRL)	EPA 218.7	$30.00	$3,000.00
20	20	Inorganics	See Appendix C	$189.00	$3,780.00
21	30	Langelier's Saturation Index (see Appendix-Langelier Saturation Index)	SM 2330B(no add'l cost for calc. if all required elements requested	$0.00	$0.00
22	100	Lead and Copper	EPA 200.7 **AND** EPA 200.8 **AND** SM 3113B	$19.20	$1,920.00
23	1	MPN (TOTAL & Fecal Coliform)	SM9221B,C,E	$25.00	$25.00
24	1	MPN(Total Coliform & E.coli 10test tube)	SM9223B	$25.00	$25.00
25	1	Mercury	EPA 245.1	$19.20	$19.20
26	50	Metals by ICP Aluminum, Barium, Boron, Calcium, Copper, Iron, Magnesium, Manganese, Potassium, Silica, Silver, Sodium, Zinc (per element)	EPA 200.7	$9.60	$480.00
27	50	Metals by ICPMS Antimony, Arsenic, Beryllium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Silver, Selenium, Thallium, Uranium, and Zinc (per element)	EPA 200.8	$9.60	$480.00
28	20	Nitrate as N	EPA 300.0	$9.60	$192.00
29	1	Nitrite as N	EPA 300.0	$9.60	$9.60
30	1	Odor (TON)	EPA 140.1M	$8.00	$8.00
31	1	Organohalide Pesticides and PCBs	EPA 505 or EPA 508.1	$75.00	$75.00
32	20	Perchlorate (**1.0 ppb MRL**)	EPA 332 or 314	$30.00	$600.00
33	15	PFAS SWRCB – Portable Wells	See Appendix G	$275.00	$4,125.00
34	15	PFAS SWRCB – Portable Wells Sampling (Per Sampling Site)	See Appendix H	$450.00	$6,750.00
35	50	pH	SM 4500-H+B	$9.60	$480.00

36	100	Rad226-228	RA-226GA RA-228GA	$265.00	$26,500.00
37	1	Semi-Volatiles Organics by GC-MS	EPA 525.3	$245.00	$245.00
38	1	Specific Conductance	SM 2510B	$9.60	$9.60
39	1	Sulfate	EPA 300.0	$9.60	$9.60
40	1	Surfactants	SM 5540C	$30.00	$30.00
41	25	Title-22 (Full)	See Appendix D	$2,123.00	$53,075.00
42	100	1,2,3-Trichloropropane (TCP)	EPA 524	$60.00	$6,000.00
43	50	Total Dissolved Solid (TDS)	SM 2540C	$12.00	$600.00
44	50	Total Hardness	SM 2340C	$19.20	$960.00
45	20	Total Organic Carbon	SM 5310B	$42.00	$840.00
46	100	Trihalomethanes	EPA 524	$48.00	$4,800.00
47	10	Turbidity	EPA 180.1	$8.00	$80.00
48	20	Volatile Organics	EPA 524	$78.00	$1,560.00
49	1	Water Suitability Ratio	SM 9020	$450.00	$450.00
50	1	UCMR 5 - Lithium	EPA 200.7, SM 3120B (2017), SM 3120 B-99 (1999) or ASTM D1976-20	$30.00	$30.00
51	1	UCMR 5 – PFAS (29 contaminants)	See Appendix F	$410.00	$410.00
52	45	Item 50 and 51 as a package	Method indicated in items 50-51	$440.00	$19,800.00
53	45	EPA UCMR 5 Sampling – Portable Wells and Treatment Plant (Per Sampling Site)	See Appendix H	$75.00	$3,375.00
54	1	Uranium	EPA 200.8	$30.00	$30.00
			SUBTOTAL	$7,170.00	$178,330.20

Wastewater				*Babcock Laboratories*	
ITEM NO.	**EST. QTY**	**WASTEWATER**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE** **(QTY X UNIT PRICE)**
55	25	Anions (Cl, F, NO2-N,NO3-N,SO4 &PO4-P)	EPA-300	$30.00	$750.00
56	20	Antimony	EPA 7062, EPA 200.5, EPA 200.7, EPA 200.8, EPA 200.9, SM 3111B OR SM 3113B	$9.60	$192.00
57	20	Ammonia	SM 4500 NH-D	$12.00	$240.00
58	20	Biochemical Oxygen Demand (BOD)	SM 5210	$48.00	$960.00
59	20	Chemical Oxygen Demand (COD)	HACH 8000 or SM 5220 B,C or D or EPA 410.4	$24.00	$480.00
60	20	Chloride	EPA 300.0	$9.60	$192.00
61	20	Fluoride	EPA 300.0	$9.60	$192.00
62	50	Hexavalent Chromium (20 ppt MRL)	EPA 218.6	$30.00	$1,500.00
63	50	Mercury	EPA 245.1	$19.20	$960.00
64	1	MPN(Total & Fecal coliform)	SM9221B,C,E	$30.00	$30.00
65	75	Metals by ICP Sodium and Boron (per element)	EPA 200.7	$9.60	$720.00
66	75	Metals by ICPMS Sodium and Boron (per element)	EPA 200.8	$9.60	$720.00
67	75	Metals by ICP Arsenic, Barium, Cadmium, Cobalt, Copper, Chromium Total, Iron, Lead, Manganese, Mercury, Selenium, Silver, Sodium, Boron, Nickel, Zinc, Chromium VI as a package	EPA 200.7	$193.20	$14,490.00
68	75	Metals by ICPMS Arsenic, Barium, Cadmium, Cobalt, Copper, Chromium Total, Iron, Lead, Manganese, Mercury, Selenium, Silver, Sodium, Boron, Nickel, Zinc, Chromium VI as a package	EPA 200.8	$193.20	$14,490.00
69	20	Nitrate as N	EPA 300.0	$9.60	$192.00
70	20	Nitrite as N	EPA 300.0	$9.60	$192.00
71	20	Orthophosphate as P	EPA 300.0,	$9.60	$192.00
72	20	PFAS SWRCB – Wastewater	See Appendix G	$300.00	$6,000.00
		PFAS SWRCB – Wastewater Composite Sampling			

73	16	PFAS SWRCB – Wastewater Composite Sampling. Required Composite Sampler (Per Sampling Site)	See Appendix H	$300.00	$4,800.00
74	4	PFAS SWRCB – Wastewater Sludge Sampling – Grab (Per Sampling Site)	See Appendix H	$100.00	$400.00
75	50	Phenolic Compounds	EPA 420.4	$42.00	$2,100.00
76	50	Silica	EPA 200.7	$9.60	$480.00
77	50	Strontium by ICPMS	EPA 200.8	$9.60	$480.00
78	25	Sulfate	EPA 300.0	$9.60	$240.00
79	10	Cyanide Free	SM4500CNF	$30.00	$300.00
80	10	Cyanide Total	EPA 335.4	$30.00	$300.00
81	20	Total Alkalinity	SM2320B	$11.00	$220.00
82	25	Total Dissolved Solid	SM2540C	$12.00	$300.00
83	5	Total Hardness	SM 2340C	$19.20	$96.00
84	50	Total Kjeldahl Nitrogen	EPA 351.2	$30.00	$1,500.00
85	100	Total Organic Carbon	SM 5310B	$30.00	$3,000.00
86	20	Total Suspended Solids	SM 2540D	$18.00	$360.00
87	30	Turbidity	SM 2130B or EPA 180.1	$8.00	$240.00
88	5	Volatile Organic Compounds	EPA 624.1	$140.00	$700.00
			SUBTOTAL	$1,755.40	$58,008.00

Sludge				*Babcock Laboratories*	
ITEM NO.	**EST. QTY**	**SLUDGE (ACCORDING TO METHODS IN SW-846, EXCEPT TOTAL COLIFORM)**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE (QTY X UNIT PRICE)**
89	8	Ammonia as N	EPA 350.1	$18.00	$144.00
90	1	Dioxin/Dibenzofurans	EPA 1613B	$700.00	$700.00
91	8	Hexavalent Chromium (20 ppt MRL)	EPA 7196	$30.00	$240.00
92	25	Mercury	EPA 7471A	$19.20	$480.00
93	25	Metals by ICPMS Antimony, Arsenic, Barium, Beryllium, Cadmium, Total Chromium, Cobalt, Copper, Lead, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, and Zinc (per element)	EPA 6020 or EPA SW846 Series	$9.60	$240.00
94	8	Nitrate as N	EPA 9056	$9.60	$76.80
95	9	Paint Filter Test	EPA 9095	$25.00	$225.00
96	12	Percent Solids	SM 2540B	$20.00	$240.00
97	2	Organochlorine Pesticides and PCBs	EPA 8082	$100.00	$200.00
98	25	Total Kjeldahl Nitrogen	EPA 351.2	$30.00	$750.00
99	2	Toxicity Characteristics Leaching Procedure – Arsenic, Barium, Cadmium, Chromium (total), lead, mercury (total), selenium, and silver.	EPA Method 1311 or EPA 6020	$126.40	$252.80
			SUBTOTAL	$1,087.80	$3,548.60

Priority Pollutants				*Babcock Laboratories*	
ITEM NO.	**EST. QTY**	**PRIORITY POLLUNTANTS LIST**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE** (QTY X UNIT PRICE)
100	2	Annual: Current list 126 Priority Pollutants (EPA 40 CFR Part 423, Appendix-Partial Priority Pollutant List) **Exclude Asbestos**	Refer to EPA, 40 CFR Part 423, Appendix-Partial Priority Pollutant List	$1,216.80	$2,433.60
101	6	Quarterly: Partial Priority Pollutants List (To be determined by detected pollutants from Line Item # 99.) **Exclude Asbestos**	Refer to EPA, 40 CFR Part 423, Appendix-Partial Priority Pollutant List	$486.00	$2,916.00
102	8	Priority Pollutants Sampling (Composite Sampler required) Per Sampling Site	See Appendix H	$245.00	$1,960.00
			SUBTOTAL	$1,947.80	$7,309.60

SSO Sampling				Babcock Laboratories	
ITEM NO.	EST.QTY	SSO SAMPLING (SSMP)	TEST METHOD	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
103	5	Total Coliforms and E. coli	Quantitray SM9223 B	$30.00	$150.00
104	5	Ammonia, (Total)	SM4500 NH3N	$12.00	$60.00
			SUBTOTAL	$42.00	$210.00

Industrial Monitoring and Trunk-Line Monitoring				*Babcock Laboratories*	
ITEM NO.	**EST.QTY**	**INDUSTRIAL MONITORING AND TRUNK-LINE MONITORING**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE (QTY X UNIT PRICE)**
105	1	Aluminum	EPA200.7 or EPA200.8	$9.60	$9.60
106	1	Ammonia	EPA 350.1 or SM 4500 NH-D	$18.00	$18.00
107	1	Arsenic	EPA200.7 or EPA200.8	$9.60	$9.60
108	1	Barium	EPA200.7 or EPA200.8	$9.60	$9.60
109	1	Biochemical Oxygen Demand (BOD)	SM 5210	$48.00	$48.00
110	1	Boron	EPA200.7 or EPA200.8	$9.60	$9.60
111	1	Cadmium	EPA200.7 or EPA200.8	$9.60	$9.60
112	1	Chemical Oxygen Demand	EPA approved method	$24.00	$24.00
113	1	Chloride	EPA 300.0	$9.60	$9.60
114	1	Chromium (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
115	1	Color	SM 2120B	$8.00	$8.00
116	1	Copper	EPA200.7 or EPA200.8	$9.60	$9.60
117	1	Cyanide	SM4500-CN C,D,E	$30.00	$30.00
118	1	Fluoride	EPA 300.0	$9.60	$9.60
119	1	Total Hardness	SM 2340C	$19.20	$19.20
120	1	MBAS (Methylene Blue Active Substances)	EPA 425.1	$30.00	$30.00
121	1	Magnesium	SM4500 NH3H	$9.60	$9.60
122	1	Iron	EPA200.7 or EPA200.8	$9.60	$9.60
123	1	Lead	EPA200.7 or EPA200.8	$9.60	$9.60
124	1	Manganese	EPA200.7 or EPA200.8	$9.60	$9.60
125	1	Mercury	EPA 200.8	$19.20	$19.20
126	1	Nickle	EPA200.7 or EPA200.8	$9.60	$9.60
127	1	Oil & Grease	EPA 1664A	$66.00	$66.00
128	1	Selenium	EPA200.7 or EPA200.8	$9.60	$9.60
129	1	Silica	EPA200.7 or EPA200.8	$9.60	$9.60
130	1	Silver	EPA200.7 or EPA200.8	$9.60	$9.60
131	1	Sodium	EPA200.7 or EPA200.8	$9.60	$9.60
132	1	Sulfate	EPA 300.0	$9.60	$9.60
133	1	Total Dissolved Solids	SM2540C	$15.00	$15.00

134	1	Total Suspended Solids	SM2540B	$18.00	$18.00
135	1	Zinc	EPA200.7 or EPA200.8	$9.60	$9.60
136	25	Items 105-135 as a package	Method indicated in items 104-135	$487.40	$12,185.00
137	1	PFAS SWRCB – Collection System (Industrial Was	See Appendix G	$325.00	$325.00
138	1	PFAS SWRCB – Collection System (Industrial Was (Per Sampling Site)	See Appendix H	$600.00	$600.00
			SUBTOTAL	$1,899.80	$13,597.40

Stormwater - WWTP				*Babcock Laboratories*	
ITEM NO.	**EST.QTY**	**STORMWATER-WWTP**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE (QTY X UNIT PRICE)**
139	1	Enterococci	SM9230B	$55.00	$55.00
140	1	E. coli	SM9221F	$30.00	$30.00
141	1	Iron (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
142	1	Cadmium (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
143	1	Copper (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
144	1	Lead (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
145	1	Total Suspended Solids (TSS)	SM2540B	$18.00	$18.00
146	1	Oil & Grease	EPA 1664A	$66.00	$66.00
147	10	Items 139-146 as a package	Method indicated in items 139-146	$207.40	$2,074.00
			SUBTOTAL	$414.80	$2,281.40

Stormwater - Landfill				*Babcock Laboratories*	
ITEM NO.	**QTY**	**STORMWATER-LANDFILL**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE** **(QTY X UNIT PRICE)**
148	1	Enterococci	SM9230B	$55.00	$55.00
149	1	E. coli	SM9221F	$30.00	$30.00
150	1	Iron (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
151	1	Cadmium (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
152	1	Copper (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
153	1	Lead (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
154	1	Total Suspended Solids (TSS)	SM2540B	$18.00	$18.00
155	1	Oil & Grease	EPA 1664A	$66.00	$66.00
156	1	Ammonia as N (Total)	SM4500 NH3H	$18.00	$18.00
157	1	Selenium (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
158	1	Silver (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
159	1	Mercury (Total)	EPA 200.8	$19.20	$19.20
160	1	Arsenic (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
161	1	Cyanide (Total)	SM4500-CN C,D,E	$30.00	$30.00
162	1	Magnesium (Total)	SM4500 NH3H	$9.60	$9.60
163	1	Chemical Oxygen Demand (Total)	HACH 8000 or SM 5220 B,C or D	$24.00	$24.00
164	10	Items 148-164 as a package	Method indicated in items 148-163	$337.00	$3,370.00
			SUBTOTAL	$674.00	$3,707.00

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2023**, at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **CLA-VAL Products and Materials-20230323-PM.** 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	Addendum Acknowledged (0)	Bid Amount
1	Western Water Works Supply Co., Chino Hills CA	Yes	N/A	$261,244.00
2	Ferguson Waterworks, Poway CA	Yes	N/A	$261,854.00
3	Core & Main, Perris CA	Yes	N/A	$274,312.54

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. **20230323-PM** **BID DATE:** **4/6/2023**
Annual P.O. **Cla-Val Products & Materials** **FISCAL YEAR:** **2023/2024**

Item Number	Manufacturer	Part No.	Description	Quantity	Core and Main		Ferguson Waterworks		WESTERN WATER WORKS	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Cla-Val	52-01B 150lb flange, globe style, epoxy coated, Stainless steel KO trim, 30-300lb pilot PSI rating, bronze tubing, bronze pilots and controls.	6" 52-01 Surge Anticipator Valve	2	$10,817.68	$21,635.36	$10,305.00	$20,610.00	$10,305.00	$20,610.00
2	Cla-Val	610-01by 150lb flange, globe style, epoxy coated, bronze tubing, bronze pilots and controls. CDS6A pilot 0-40'	12" Altitude control valve one way flow	2	$22,127.08	$44,254.16	$21,078.00	$42,156.00	$21,079.00	$42,158.00
3	Cla-Val	100-02-149A	Pump Control Valve - no controls	2	$5,097.24	$10,194.48	$4,855.00	$9,710.00	$4,855.00	$9,710.00
4	Cla-Val	100-02-92D	Pump Control Valve - no controls	2	$8,144.76	$16,289.52	$7,758.00	$15,516.00	$7,759.00	$15,518.00
5	Cla-Val	100-02-229A	Pump Control Valve - no controls	2	$13,171.28	$26,342.56	$12,547.00	$25,094.00	$12,547.00	$25,094.00
6	Cla-Val	100-01-4768F	Pump Control Valve - no controls	2	$14,032.05	$28,064.10	$13,367.00	$26,734.00	$13,367.00	$26,734.00
7	Cla-Val	CRL-60 pilot control. 9170033G	CRL-60 pressure relief pilot control valve	6	$130.39	$782.34	$125.00	$750.00	$124.00	$744.00
8	Cla-Val	CRD pilot control. 20153404F	CRD pressure reducing pilot control valve	6	$198.90	$1,193.40	$191.00	$1,146.00	$189.00	$1,134.00
9	Cla-Val	Pressure relief repair kit. 20957425E	6" Buna-N repair kit	10	$454.15	$4,541.50	$437.00	$4,370.00	$432.00	$4,320.00
10	Cla-Val	Pressure relief repair kit. 20957426D	8" Buna-N repair kit	10	$518.24	$5,182.40	$498.00	$4,980.00	$493.00	$4,930.00
11	Cla-Val	Pressure relief repair kit. 20957427C	10" Buna-N repair kit	10	$756.91	$7,569.10	$728.00	$7,280.00	$721.00	$7,210.00
12	Cla-Val	Pressure reducing repair kit. 20957485B	6" Buna-N repair kit	10	$436.47	$4,364.70	$420.00	$4,200.00	$415.00	$4,150.00
13	Cla-Val	Pressure reducing repair kit. 20957486A	8" Buna-N repair kit	10	$500.56	$5,005.60	$481.00	$4,810.00	$476.00	$4,760.00
14	Cla-Val	Pressure reducing repair kit. 20957487K	10" Buna-N repair kit	10	$741.44	$7,414.40	$713.00	$7,130.00	$706.00	$7,060.00
15	Cla-Val	Booster pump control kit. 20957465F	6" Buna-N repair kit	10	$414.37	$4,143.70	$398.00	$3,980.00	$394.00	$3,940.00
16	Cla-Val	Booster pump control kit. 20957466E	8" Buna-N repair kit	10	$546.97	$5,469.70	$526.00	$5,260.00	$521.00	$5,210.00
17	Cla-Val	Booster pump control kit. 20957467D	10" Buna-N repair kit	10	$722.66	$7,226.60	$695.00	$6,950.00	$688.00	$6,880.00
18	Cla-Val	X141-PT Assembly.	X141-PT Pressure Transmitter	12	$813.26	$9,759.12	$782.00	$9,384.00	$774.00	$9,288.00
19	Cla-Val	X117H Assembly 4TP. 21417002K	4" X117H Valve Position Transmitter	6	$1,997.80	$11,986.80	$1,903.00	$11,418.00	$1,903.00	$11,418.00
20	Cla-Val	X117H Assembly 6TP. 21417003J	6" X117H Valve Position Transmitter	6	$1,997.80	$11,986.80	$1,903.00	$11,418.00	$1,903.00	$11,418.00
21	Cla-Val	X117H Assembly 8TP. 21417004H	8" X117H Valve Position Transmitter	6	$1,997.80	$11,986.80	$1,903.00	$11,418.00	$1,903.00	$11,418.00
22	Cla-Val	X35 Assembly 4-8. 21446905G-OTC	X35 Flow Calculation Module	12	$2,409.95	$28,919.40	$2,295.00	$27,540.00	$2,295.00	$27,540.00
			TOTAL SUM BID (Item 1 - 22)			**$274,312.54**		**$261,854.00**		**$261,244.00**

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2023** at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water Distribution Parts and Materials – 20230323-AC**. 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 (1)	Bid Amount
1	Ferguson Waterworks, Poway CA	Yes	Yes	$330,017.70
2	Western Water Works Supply Company, Chino Hills CA	Yes	Yes	$340,891.81
3	S&J Supply Co., Inc. Santa Fe Springs, CA	Yes	No	$385,525.20
4	Core & Main, Perris CA	Yes	Yes	$480,061.62

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 20230323-AC **BID DATE: 4/6/2023**
Annual F Water Distribution Parts and Materials **FISCAL YEAR: 2023/2024**

Item Number	Manufacturer	Part No.	Product Category	Description	Unit	Quantity	Core and Main		Ferguson Waterworks		S & J SUPPLY CO., INC.		WESTERN WATER WORKS	
							Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	JONES ONLY	B13-444W-HB-34S	SERVICE LINE VLV	1 BALL MTR VLV FIP W/SHORT HDL POINTED TO MTR	EA	100	$137.59	$13,759.00	$127.70	$12,770.00	$126.46	$12,646.00	$131.79	$13,179.00
2	JONES ONLY	FB500-4	SERVICE LINE VLV	1 BALLCORP MIP X MIP	EA	25	$83.02	$2,075.50	$77.80	$1,945.00	75.463	$1,886.58	$78.64	$1,966.00
3	JONES ONLY	KV43-444W	SERVICE LINE VLV	1 ANGLE MTR VLV PJ CTS	EA	50	$71.62	$3,581.00	$145.10	$7,255.00	140.776	$7,038.80	$67.84	$3,392.00
4	JONES	PJ-E-2609	SERVICE LINE FITTING	1" Corp IP x CTS	EA	50	$36.39	$1,819.50	$25.10	$1,255.00	76.052	$3,802.60	$63.09	$3,154.50
5	JONES ONLY	C44-44	SERVICE LINE FITTING	1 CPLG PJ CTS	EA	50	$26.82	$1,341.00	$25.10	$1,255.00	24.396	$1,218.45	$25.40	$1,270.00
6	JONES	PJ-E-1975	SERVICE LINE FITTING	1 1/2" AMS	EA	5	$322.95	$1,614.75	$302.70	$1,513.50	298.537	$1,492.69	$305.95	$1,529.75
7	JONES	PJ-E-682556	SERVICE LINE FITTING	11/4" CTS nut	EA	10	$17.72	$177.20	$16.30	$163.00	15.215	$152.15	$15.85	$158.50
8	JONES	SHANK-E2639	SERVICE LINE FITTING	1" Poly shank to CTS	EA	30	$55.37	$1,661.10	NO BID	NO BID	49.215	$1,476.45	$51.28	$1,538.40
9	MUELLER	GVFM-06	GATE VLV	6 FLGXMJ RW GATE VLV OLNDZ STEM 316 B/N	EA	3	$862.78	$2,588.34	$851.10	$2,553.30	784.338	$2,353.01	$777.50	$2,332.50
10	MUELLER	PBVF04E	BUTTERFLY VLV	4 LSXPII FLG BUTTERFLYVLV OL BSN 250B/125F	EA	5	$1,061.12	$5,305.60	$1,110.40	$5,552.00	964.646	$4,823.23	$956.00	$4,780.00
11	JONES	J344HP	HYD	4X2-1/2 BRZ ANGLE FIREVLV PL CAP 1-1/8 PENT	EA	3	$846.60	$2,539.80	$809.70	$2,429.10	752.525	$2,257.58	$746.00	$2,238.00
12	JONES	J4060-8H	HYD	6X4X(2) 2-1/2 DI HYD 8HDI CAPS 1-1/8 PENT	EA	12	$3,566.67	$42,800.04	$3,414.80	$40,977.60	3242.424	$38,909.09	$3,211.00	$38,532.00
13	GENERIC	HE-606-8	HYD APPURTANENCE	6X6 8H HYD EXT GROOVED	EA	5	$136.59	$682.95	$149.30	$746.50	129.968	$649.84	$118.27	$591.35
14	GENERIC	6FF40	SPOOL	6 FLG X 4'-0" SPOOL	EA	5	$562.93	$2,814.65	$760.80	$3,804.00	600.684	$3,003.42	$587.11	$2,935.55
15	STAR	M45-16	MJ FITTING	16 DI C153 MJ 45	EA	4	$526.05	$2,104.20	$527.20	$2,108.80	498.357	$1,993.43	$497.89	$1,991.56
16	STAR	M90-06	MJ FITTING	6 DI C153 MJ 90	EA	5	$108.00	$540.00	$105.80	$529.00	100.042	$500.21	$100.04	$500.20
17	STAR	MFA-06	MJ FITTING	6 DI C153 MJXFLG ADAPTER	EA	5	$86.50	$432.50	$84.70	$423.50	80.126	$400.63	$80.13	$400.65
18	STAR	MFA-16	MJ FITTING	16 DI C153 MJXFLGADAPTER	EA	4	$511.38	$2,045.52	$512.50	$2,050.00	484.463	$1,937.85	$484.46	$1,937.84
19	STAR	MS-1615	MJ FITTING	16X15 DI C153 MJ SOLIDSLV TC	EA	4	$473.74	$1,894.96	$474.80	$1,899.20	$448.80	$1,795.20	$448.80	$1,795.20
20	STAR	BF-06	FLG FITTING	6 DI BLIND FLG	EA	4	$89.58	$358.32	$83.70	$334.80	$79.20	$316.80	$79.20	$316.80
21	STAR	BF-08	FLG FITTING	8 DI BLIND FLG	EA	4	$149.81	$599.24	$140.10	$560.40	132.463	$529.85	$132.46	$529.84
22	JONES	PJ-E-2609	SERVICE LINE FITTING	1 1/2" COUPLING CTS	EA	6	$96.65	$579.90	$88.50	$531.00	85.913	$515.48	$89.53	$537.18
23	JONES	PJ-E-2611	SERVICE LINE FITTING	1 1/2" 90 COUPLING CTS	EA	8	$134.68	$1,077.44	$117.30	$938.40	119.705	$957.64	$124.75	$998.00
24	JONES	PJ-E-1935	SERVICE LINE FITTING	1 1/2" Corp x CTS	EA	8	$193.08	$1,544.65	$176.90	$1,415.20	171.623	$1,372.98	$178.85	$1,430.80
25	JONES	E-1900W	SERVICE LINE FITTING	1 1/2" FIPXFIP BALL STYLE	EA	8	$229.24	$1,833.92	$213.10	$1,704.80	206.753	$1,654.02	$215.46	$1,723.68
26	CLOW	CLOW LBI 400	CHECK VALVE	CLOW FH CHECK VALVE	EA	6	$2,204.00	$13,224.00	$1,929.40	$11,576.40	$1,830.00	$10,980.00	$1,961.96	$11,771.76
27	JONES	34-1033	CHECK VALVE	J6000-8H	EA	6	$2,400.00	$14,400.00	$2,347.80	$14,086.80	2181.818	$13,090.91	$2,273.68	$13,642.08
28	STAR	CF-04	FLG FITTING	4 DI COMP FLG FOR STL	EA	5	$41.47	$207.35	$37.70	$188.50	35.789	$178.95	$36.84	$184.20
29	STAR	FR-0604	FLG FITTING	6X4 DI FLG CON RED	EA	1	$134.08	$134.08	$126.90	$126.90	119.957	$119.96	$119.96	$119.96
30	STAR	FR-0804	FLG FITTING	8X4 DI FLG CON RED	EA	2	$200.85	$401.06	$190.10	$380.20	179.705	$359.41	$179.71	$359.42
31	STAR	FT-0806	FLG FITTING	8X6 DI FLG TEE	EA	1	$391.06	$391.06	$387.50	$387.50	366.357	$366.36	$366.36	$366.36
32	STAR	FT-1208	FLG FITTING	12X8 DI FLG TEE	EA	1	$831.06	$831.06	$823.60	$823.60	778.568	$778.57	$778.57	$778.57
33	GENERIC	BN10-12	BOLT/NUT/GASKET	10-12 B/N SET 150#PLATED A307 7/8X3-3/4	EA	10	$25.34	$253.40	$43.30	$433.00	28.687	$286.87	$19.31	$193.10
34	GENERIC	BN6-8	BOLT/NUT/GASKET	6-8 B/N SET 150#PLATED A307 3/4X3-1/4	EA	25	$12.00	$300.00	$22.10	$552.50	12.325	$308.13	$8.16	$204.00
35	GENERIC	JM60-06	BOLT/NUT/GASKET	6 RING GASKET 1/16NON-ASBESTOS	EA	50	$2.38	$119.00	$3.90	$195.00	$1.95	$97.50	$1.79	$89.50
36	US PIPE	FLG-16	RESTRAINT	16 FIELD LOK 350 GASKETPO - US PIPE	EA	25	$477.30	$11,932.50	NO BID	NO BID	301.494	$7,537.35	$295.15	$7,378.75
37	ROMAC	RGDA-06	RESTRAINT	6 MJ RESTRAINT W/ACC DIPIPE - ROMAC	EA	10	$90.99	$909.90	$65.10	$651.00	74.284	$742.84	$52.85	$528.50
38	STAR	SGDA-06	RESTRAINT	6 MJ RESTRAINT W/ACC DIPIPE - STAR	EA	10	$50.18	$501.80	$49.00	$490.00	46.473	$464.73	$46.47	$464.70
39	STAR	SGDA-12	RESTRAINT	12 MJ RESTRAINT W/ACCDI PIPE - STAR	EA	10	$127.76	$1,277.60	$127.70	$1,277.00	121.031	$1,210.31	$121.03	$1,210.30
40	STAR	SGDA-16	RESTRAINT	16 MJ RESTRAINT W/ACCDI PIPE - STAR	EA	10	$229.24	$2,292.40	$229.20	$2,292.00	217.168	$2,171.68	$217.17	$2,171.70
41	US PIPE/EQUAL	DITP350-04	MAIN LINE PIPE	4 CL 350 DI TJ PIPEW/GASKET	FT	10	$39.10	$7,038.00	NO BID	NO BID	36.231	$232.31	$36.23	$362.30
42	US PIPE/EQUAL	DITP350-06	MAIN LINE PIPE	6 CL 350 DI TJ PIPEW/GASKET	FT	50	$26.15	$23,535.00	NO BID	NO BID	24.768	$1,238.40	$24.77	$1,238.50
43	US PIPE/EQUAL	DITP350-08	MAIN LINE PIPE	8 CL 350 DI TJ PIPEW/GASKET	FT	50	$34.43	$30,987.00	NO BID	NO BID	32.621	$1,631.05	$32.62	$1,631.00
44	US PIPE/EQUAL	DITP350-16	MAIN LINE PIPE	16 CL 350 DI TJ PIPEW/GASKET	FT	25	$84.46	$38,007.00	NO BID	NO BID	80.094	$2,002.35	$80.09	$2,002.25
45	GENERIC	SDR35-08	MAIN LINE PIPE	8 SDR35 PVC GRAVITYSEWER PIPE 20FT	FT	30	$12.24	$7,344.00	NO BID	NO BID	$13.95	$418.50	$10.96	$328.80
46	GENERIC	KS100-100-	SERVICE LINE PIPE/TUBING	1 K SOFT COPPER TUBING100	FT	2300	$9.10	$20,930.00	$8.95	$20,585.00	$10.15	$23,345.00	$8.21	$18,883.00
47	GENERIC	KS60-100-	SERVICE LINE PIPE/TUBING	1 K SOFT COPPER TUBING60'	FT	6000	$9.10	$54,600.00	$8.95	$53,700.00	$10.15	$60,900.00	$8.21	$49,260.00
48	GENERIC	VBT-812	VLV CAN MATERIAL	8X12 GALV VLV BOX TOP	EA	10	$12.02	$120.20	$10.95	$109.50	$24.00	$240.00	$10.37	$103.70
49	GENERIC	GL90-02	MALLEABLE FITTING	2 GALV 90	EA	10	$8.60	$86.00	$21.80	$218.00	5.955	$59.55	$6.34	$63.40
50	GENERIC	GLC-01	MALLEABLE FITTING	1 GALV CAP	EA	10	$1.87	$18.70	$4.70	$47.00	3.422	$34.22	$1.38	$13.80
51	GENERIC	GLCU-02	MALLEABLE FITTING	2 GALV CPLG	EA	10	$6.93	$69.30	$17.60	$176.00	$8.96	$89.60	$5.11	$51.10
52	GENERIC	BRB-01075	BRZ FITTING	1X3/4 BRZ BUSHING	EA	10	$3.85	$38.50	$3.80	$38.00	3.411	$34.11	$3.06	$30.60
53	GENERIC	BBV-200	BRZ BALL VLV	2 BRZ BALL VLV	EA	10	$47.35	$473.50	$60.60	$606.00	$41.25	$412.50	$32.97	$329.70
54	GENERIC	RWP-01	REDWOOD & STL PLUG	1 REDWOOD PLUG	EA	10	$3.31	$33.10	$4.30	$43.00	$6.50	$65.00	$3.64	$36.40
55	GENERIC	RWP-075	REDWOOD & STL PLUG	3/4 REDWOOD PLUG	EA	25	$2.40	$60.00	$3.80	$95.00	$5.76	$144.00	$3.22	$80.50
56	ROMAC	511-190-5	FLEX CPLG	1-1/2 FLEX CPLG1.90 OD	EA	10	$88.55	$885.50	$63.80	$638.00	$70.02	$700.20	$60.53	$605.30
57	DFW	DFW1324CH4-12- BODY	MTR BOX	DFW BOX	EA	100	$128.65	$12,865.00	$95.60	$9,560.00	$119.68	$11,968.00	$119.17	$11,917.00
58	DFW	DFW1644OC-12-BODY	MTR BOX	DFW BOX	EA	100	$175.96	$17,596.00	$130.80	$13,080.00	162.989	$16,298.90	$162.99	$16,299.00
59	DFW	DFW1640C-4T-DEEP RED NHK LID	LID	DFW LID	EA	100	$124.36	$12,436.00	$105.00	$10,500.00	121.588	$12,158.80	$115.19	$11,519.00
60	DFW	DFW1324CH-4T- DEEP RED NHK LID	LID	DFW LID	EA	100	$73.53	$7,353.00	$62.10	$6,210.00	$71.88	$7,188.00	$68.11	$6,811.00
61	GENERIC	BRN-0203	BRZ NIPPLE	2X3 BRZ NIPPLE	EA	10	$14.78	$147.80	$12.70	$127.00	11.622	$116.22	$10.58	$105.80
62	GENERIC	BRN-0204	BRZ NIPPLE	2X4 BRZ NIPPLE	EA	10	$19.33	$193.30	$16.60	$166.00	15.222	$152.22	$13.83	$138.30
63	GENERIC	PVCMJ-01	SCH80 PVC FITTING	1-1/4X10-3/4 SCH80 PVCMTR JUMPER SQ CUT	EA	50	$5.34	$267.00	$9.20	$460.00	$6.00	$300.00	$3.36	$168.00
64	MUELLER	212-03-060O#	CATALOG ITEM	6X3 PIPE SAVER REPAIRCLAMP 6.00 OD	EA	10	$23.55	$235.50	$23.00	$230.00	$30.41	$304.10	$19.41	$194.10
65	MUELLER	212-03-0625#	CATALOG ITEM	6X3 PIPE SAVER REPAIRCLAMP 6.25 OD	EA	10	$23.05	$230.50	$23.00	$230.00	$33.05	$330.50	$19.41	$194.10
66	JONES	E-2611-550N#	CATALOG ITEM	2 90 CPLG PJ CTS	EA	12	$27.00	$324.00	$249.70	$2,996.40	242.183	$2,906.20	$252.38	$3,028.56
67	JONES	J4040-8H#	CATALOG ITEM	6X4(1)2-1/2 CI HYD 8H PCAPS 1-1/2 PENT NUT	EA	12	$2,611.12	$31,333.44	$2,500.00	$30,000.00	2373.737	$28,484.84	$2,351.00	$28,212.00
68	STAR	MJFT1606#	CATALOG ITEM	16x6 DI MJxFLG TEE	EA	2	$736.76	$1,473.52	$738.40	$1,476.80	697.978	$1,395.96	$697.98	$1,395.96
69	VAL-MATIC	1812.3#	NON STOCK	12 VAL-MATIC GLOBE STYLESILENT CHK VLV 150# FLG	EA	1	$9,993.19	$9,993.19	$9,990.00	$9,990.00	$9,771.00	$9,771.00	$9,256.84	$9,256.84
70	GENERIC	CMLC-31#	NON STOCK	31 7-/8 250 WALL CML/CAWWA PIPE	EA	30	$371.96	$11,158.80	NO BID	NO BID	$384.78	$11,543.40	$243.02	$7,290.60
71	ARI	D-040-P-02LP-WS#	NON STOCK	2 ARI COMB LOW PRESSUREAIR VLV 1.5-250 PSI	EA	5	$718.55	$3,592.75	$687.30	$3,436.50	702.577	$3,512.89	$665.60	$3,328.00
72	AIR	D-070-TP-02-WS#	NON STOCK	2 ARI DYNAMIC COMB AIRVLV THREADED W/SCREEN	EA	5	$984.57	$4,922.85	$941.70	$4,708.50	962.688	$4,813.44	$912.02	$4,560.10
73	JONES	E-1975W-550N#	NON STOCK	2 ANGLE BALL MTR VLV PJCTS	EA	5	$411.64	$2,058.20	$385.80	$1,929.00	374.212	$1,871.06	$389.97	$1,949.85
74	JONES	E-2605-330N#	NON STOCK	1 ADAPTER MIP X PJ CTS	EA	10	$24.33	$243.30	$22.30	$223.00	21.649	$216.49	$22.56	$225.60
75	JONES	E-2605-550N#	NON STOCK	2 ADAPTER MIP X PJ CTS	EA	10	$98.04	$980.40	$89.80	$898.00	87.112	$871.12	$90.81	$908.10
76	JONES	E-2607-330N#	NON STOCK	1 ADAPTER FIP X PJ CTS	EA	10	$31.56	$315.60	$28.90	$289.00	28.052	$280.52	$29.23	$292.30
77	JONE	E-2639-4#	NON STOCK	1 ADAPTER PJ CTS X MALEINSERT PEP	EA	30	$55.37	$1,661.10	$25.30	$759.00	49.209	$1,476.27	$0.01	$0.30
78	GENERIC	KS20-150	NON STOCK	1 1/2" COPPER 20FT STICK	EA	480	$22.13	$10,622.40	$16.25	$7,800.00	$23.00	$11,040.00	$15.66	$7,516.80
79	GENERIC	KS20-200	NON STOCK	2" COPPER 20FT STICK	EA	600	$25.00	$15,000.00	$24.00	$14,400.00	$29.95	$17,970.00	$24.35	$14,610.00
80	ARI	S-050-PV-34#	NON STOCK	3/4 ARI AIR RELEASE VLVW/ONE-WAY CHK VLV	EA	10	$319.32	$3,193.20	$277.60	$2,776.00	283.833	$2,838.33	$268.89	$2,688.90
81	GENERIC	VC77-12#	NON STOCK	12 VICTAULIC STYLE 77CPLG STL	EA	5	$791.63	$3,958.15	$540.90	$2,704.50	$1,200.00	$6,000.00	$684.21	$3,421.05
82	ARI	ZZK-D040-02#	NON STOCK	2 ARI ROLLING SEALREPAIR KIT 3-250 PSI	EA	10	$73.39	$733.90	$63.80	$638.00	65.233	$652.33	$61.80	$618.00
				TOTAL SUM BID (Item 1 - 82)				**$480,060.99**		**$330,017.70**		**$378,384.00**		**$340,891.81**

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2023**, at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Electrical Components and Materials – 20230323-JL**. 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 (1)	Bid Amount
1	Pacific Parts and Controls, Inc. Chino CA	Yes	No	$ 75,840.00
2	Consolidated Electrical Distributors, San Bernardino CA	Yes	No	$115,409.72
3	City Electric Supply, San Bernardino CA	Yes	Yes	No Sum Bid Given

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 20230323-JL **BID DATE:** 4/6/2023
Annual P.O. ELECTRICAL COMPONENTS & MATERIALS **FISCAL YEAR:** 2023/2024

Item Number	Manufacturer	Part No.	Product Description	Unit	Quantity	City Electric Supply		Consolidated Electrical Distributors				Pacific Parts & Controls	
						Unit Price	Extended Price	Unit Price			Extended Price	Unit Price	Extended Price
1	Any	Generic	Wire 4/0 DLO Cable	FT	350	$1,150.00	$ 402,500.00	$8.744/M	$ 8.74	$ 3,060.40	$3,060.40	$5.95	$2,082.50
2	Any	Generic	Wire 3/0 DLO Cable	FT	150	$955.00	$ 143,250.00	$7,034/M	$ 7.03	$ 1,055.10	$1,055.10	$4.90	$735.00
3	Any	Generic	Wire THHN 350MCM	FT	200	$8,500.00	$ 1,700.00	$6,563.96/M	$ 6.56	$ 1,312.79	$1,312.79	$6.90	$1,380.00
4	Any	Generic	Wire THHN 250MCM	FT	200	$6,300.00	$ 1,260.00	$4,674.52/M	$ 4.67	$ 934.90	$934.90	$4.90	$980.00
5	Any	Generic	Wire THHN 4/0	FT	200	$5,200.00	$ 1,040.00	$4,099.17/M	$ 4.10	$ 819.83	$819.83	$4.25	$850.00
6	Any	Generic	Wire THHN 3/0	FT	200	$4,200.00	$ 840.00	$3,283.90/M	$ 3.28	$ 656.78	$656.78	$3.40	$680.00
7	Any	Generic	Wire THHN 12AWG	FT	10	$165.00	$ 82.50	$153.65/M	$ 0.15	$ 1.54	$1.54	$0.16	$1.60
8	Any	Generic	Wire THHN 14AWG	FT	10	$125.00	$ 62.50	$103.97/M	$ 0.10	$ 1.04	$1.04	$0.11	$1.10
9	Any	Generic	Wire THHN 16AWG	FT	10	$90.00	$ 45.00	$79.05/M	$ 0.08	$ 0.79	$0.79	$0.08	$0.80
10	Any	Generic	Time Delay Fuse 50A, 600VAC, ser TRS-RID	EA	24	$13.00	$ 312.00	$10.63	$ 10.63	$ 255.12	$255.12	$6.45	$154.80
11	Any	Generic	Time Delay Fuse 100A, 600VAC, ser TRS-RID	EA	24	$26.00	$ 624.00	$22.01	$ 22.01	$ 528.24	$528.24	$13.30	$319.20
12	Any	Generic	Time Delay Fuse 150A, 600VAC, ser TRS-RID	EA	24	$55.00	$ 1,320.00	$44.03	$ 44.03	$ 1,056.72	$1,056.72	$26.60	$638.40
13	Any	Generic	Time Delay Fuse 200A, 600VAC, ser TRS-RID	EA	24	$55.00	$ 1,320.00	$44.03	$ 44.03	$ 1,056.72	$1,056.72	$26.60	$638.40
14	Any	Generic	Time Delay Fuse 400A, 600VAC, ser TRSRID	EA	24	$115.00	$ 2,760.00	$88.05	$ 88.05	$ 2,113.20	$2,113.20	$53.20	$1,276.80
15	Any	Generic	1/2" EMT Conduit	FT	500	$50.00	$ 250.00	$40.21/C	$ 0.40	$ 201.05	$201.05	$0.95	$475.00
16	Any	Generic	3/4" EMT Conduit	FT	300	$90.00	$ 270.00	$70.27/C	$ 0.70	$ 210.81	$210.81	$0.98	$294.00
17	Any	Generic	1" EMT Conduit	FT	200	$145.00	$ 290.00	$120.36/C	$ 1.20	$ 240.72	$240.72	$1.70	$340.00
18	Any	Generic	3/4" sch 40 PVC Conduit	FT	500	$90.00	$ 450.00	$80.39/C	$ 0.80	$ 401.95	$401.95	$0.85	$425.00
19	Any	Generic	1/2" sch 40 PVC Conduit	FT	200	$75.00	$ 150.00	$67.52/C	$ 0.68	$ 135.04	$135.04	$0.83	$166.00
20	Any	Generic	1" sch 40 PVC Conduit	FT	300	$135.00	$ 405.00	$129.68/C	$ 1.30	$ 389.04	$389.04	$1.25	$375.00
21	Any	Generic	3/4" Galvanized Ridged Conduit	FT	200	$292.64	$ 585.28	$181.57/C	$ 1.82	$ 363.14	$363.14	$3.20	$640.00
22	Any	Generic	1" Galvanized Ridged Conduit	FT	100	$465.59	$ 465.59	$289.96/C	$ 2.90	$ 289.96	$289.96	$3.75	$375.00
23	Any	Generic	2" Galvanized Ridged Conduit	FT	100	$947.70	$ 947.70	$587.40/C	$ 5.87	$ 587.40	$587.40	$7.60	$760.00
24	Any	Generic	1/2" Galvanized Ridged Conduit	FT	200	$283.86	$ 567.72	$177.39/C	$ 1.77	$ 354.78	$354.78	$2.25	$450.00
25	Any	Generic	1/58" Stainless Steel Strut Channel	FT	200	$15.00	$ 3,000.00	$1,034.22/C	$ 10.34	$ 2,068.44	$2,068.44	$14.55	$2,910.00
26	Any	Generic	1 5/8" Galvanized Slotted Strut Channel	FT	200	$400.00	$ 800.00	$320.92/C	$ 3.21	$ 641.84	$641.84	$3.15	$630.00
27	Eaton	DH362FRK	Safety switch 60A 600v, 3PH NEMA 3R	EA	3	$650.00	$ 1,950.00	$438.58	$ 438.58	$ 1,315.74	$1,315.74	$475.00	$1,425.00
28	Eaton	DH363FRK	Safety switch 100A 600v, 3PH NEMA 3R	EA	3	$900.00	$ 2,700.00	$641.53	$ 641.53	$ 1,924.59	$1,924.59	$691.00	$2,073.00
29	Eaton	DH364FRK	Safety switch 200A 600v, 3PH NEMA 3R	EA	3	$1,300.00	$ 3,900.00	$912.91	$ 912.91	$ 2,738.73	$2,738.73	$986.00	$2,958.00
30	3M	33+SUPER-3/4X20FT	3M super 33 Electrical tape	EA	50	$3.00	$ 150.00	$6.48	$ 6.48	$ 324.00	$324.00	$6.50	$325.00
31	Square D	8536SBW12V0S	Magnetic Motor Starter 0	EA	2	$850.00	$ 1,700.00	$758.13	$ 758.13	$ 1,516.26	$1,516.26	N/A	N/A
32	Square D	8536SCW13V02S	Magnetic Motor Starter 1	EA	2	$950.00	$ 1,900.00	$803.97	$ 803.97	$ 1,607.94	$1,607.94	$669.00	$1,338.00
33	Square D	8536SDA1V02S	Magnetic Motor Starter 2	EA	2	$1,200.00	$ 2,400.00	$1,072.92	$ 1,072.92	$ 2,145.84	$2,145.84	$893.00	$1,786.00
34	Square D	8536SEA1V02S	Magnetic Motor Starter 3	EA	2	$1,900.00	$ 3,800.00	$1,638.58	$ 1,638.58	$ 3,277.16	$3,277.16	$1,394.00	$2,788.00
35	Eaton	D7PF4AA	4PDT Relay 120V coil	EA	20	$52.00	$ 1,040.00	$40.78	$ 40.78	$ 815.60	$815.60	$22.30	$446.00
36	Eaton	D7PAD	Eaton 4PDT Base	EA	20	$30.00	$ 600.00	$21.45	$ 21.45	$ 429.00	$429.00	$11.75	$235.00
37	Allen- Bradley	700-HRM12TA17	On delay timer	EA	15	$200.00	$ 3,000.00	$190.21	$ 190.21	$ 2,853.15	$2,853.15	$146.50	$2,197.50
38	Eaton	FAZ-C1/1-SP	Miniature Circuit	EA	20	$35.00	$ 700.00	$105.94	$ 105.94	$ 2,118.80	$2,118.80	$15.85	$317.00
39	Ocal	HUB2-G	Ocal PVC Coated Hub 2"	EA	10	$115.00	$ 1,150.00	$138.62	$ 138.62	$ 1,386.20	$1,386.20	$147.00	$1,470.00
40	Ocal	HUB1-G	Ocal PVC Coated Hub 1"	EA	15	$65.00	$ 975.00	$73.28	$ 73.28	$ 1,099.20	$1,099.20	$73.30	$1,099.50
41	Ocal	HUB3/4-G	Ocal PVC Coated Hub 3/4"	EA	30	$49.00	$ 1,470.00	$58.65	$ 58.65	$ 1,759.50	$1,759.50	$58.65	$1,759.50
42	Ocal	CPL2-G	PVC Coated Coupling 2"	EA	10	$165.00	$ 1,650.00	$20.09	$ 20.09	$ 200.90	$200.90	$20.10	$201.00
43	Ocal	CPL1-G	PVC Coated Coupling 1"	EA	10	$85.00	$ 850.00	$9.92	$ 9.92	$ 99.20	$99.20	$9.95	$99.50
44	Ocal	CPL3/4-G	PVC Coated Coupling 3/4"	EA	20	$66.00	$ 1,320.00	$7.61	$ 7.61	$ 152.20	$152.20	$7.65	$153.00
45	Ocal	T28-4X-G	PVC Coated T Conduit Body 3/4"	EA	20	$84.00	$ 1,680.00	$100.21	$ 100.21	$ 2,004.20	$2,004.20	$100.25	$2,005.00
46	Ocal	T38-4X-G	PVC Coated T Conduit Body 1"	EA	10	$102.00	$ 1,020.00	$119.75	$ 119.75	$ 1,197.50	$1,197.50	$119.75	$1,197.50
47	Ocal	T68-4X-G	PVC Coated T Conduit Body 2"	EA	10	$285.00	$ 2,850.00	$305.69	$ 305.69	$ 3,056.90	$3,056.90	$305.70	$3,057.00
48	Ocal	COND2-G	Ocal PVC Coated Conduit 2"	FT	100	$1,600.00	$ 1,600.00	$1903.62/C	$ 19.04	$ 1,903.62	$1,903.62	$19.05	$1,905.00
49	Ocal	COND1-G	Ocal PVC Coated Conduit 1"	FT	150	$800.00	$ 1,200.00	$948.16/C	$ 9.48	$ 1,422.24	$1,422.24	$9.50	$1,425.00
50	Ocal	COND3/4-G	Ocal PVC Coated Conduit 3/4"	FT	300	$6.75	$ 2,025.00	$732.37/C	$ 7.32	$ 2,197.11	$2,197.11	$7.35	$2,205.00
51	Hoffman	HF1316414	Exhaust fan	EA	5	$950.00	$ 4,750.00	$316.61	$ 316.61	$ 1,583.05	$1,583.05	$386.10	$1,930.50
52	Hoffman	A24H2010SSLP3 PT	Enclosure	EA	5	$4,500.00	$ 22,500.00	$1,923.16	$ 1,923.16	$ 9,615.80	$9,615.80	$1,923.15	$9,615.75
53	Hoffman	MAS05030021R5	Enclosure	EA	2	$150.00	$ 300.00	$400.54	$ 400.54	$ 801.08	$801.08	$274.85	$549.70
54	Hoffman	A36H30FLP	Enclosure	EA	2	$1,600.00	$ 3,200.00	$1,184.11	$ 1,184.11	$ 2,368.22	$2,368.22	$1,184.10	$2,368.20
55	Weigman	N41211612081	Enclosure	EA	2	$1,300.00	$ 2,600.00	$490.04	$ 490.04	$ 980.08	$980.08	$623.30	$1,246.60
56	Weigman	BN4121006CHQT	Enclosure	EA	2	$280.00	$ 560.00	$255.17	$ 255.17	$ 510.34	$510.34	$255.20	$510.40
57	Cree	ARE-EDG-5M- DA-02-E-UL-350- BZ-PML2	Cree Edge LED Light Fixture	EA	30	$950.00	$ 28,500.00	$770.00	$ 770.00	$ 23,100.00	$23,100.00	$195.00	$5,850.00
58	Cree	ARE-EDG-5M- DA-04-E-UL-525- BZ-PML2	Cree Edge LED Light Fixture	EA	5	$1,200.00	$ 6,000.00	$984.00	$ 984.00	$ 4,920.00	$4,920.00	$221.00	$1,105.00
59	Cree	ARE-EDG-5M- DA-12-E-UH-525- BZ-PML2	Cree Edge LED Light Fixture	EA	5	$2,450.00	$ 12,250.00	$1,900.00	$ 1,900.00	$ 9,500.00	$9,500.00	$262.00	$1,310.00
60	Cree	ARE-EDG-2M- DA-06-E-UH-700- BZ-PML2	Cree Edge LED Light Fixture	EA	5	$1,600.00	$ 8,000.00	$1,200.00	$ 1,200.00	$ 6,000.00	$6,000.00	$262.00	$1,310.00
			TOTAL SUM BID (Item 1 - 60)				**$695,587.29**			**$ 115,661.49**	**$115,661.49**		**$75,840.25**

From: Paul Mariscal
To: Ashley Rosario
Subject: FW: ELECTRICAL COMPONENTS & MATERIALS BID # 20230323-JL
Date: Thursday, April 27, 2023 7:56:25 AM

From: Jason Lane <jlane@cityofredlands.org>
Sent: Tuesday, 18 April, 2023 6:10 AM
To: Greg Nelson <greg@pacificparts.com>
Cc: Paul Mariscal <pmariscal@cityofredlands.org>
Subject: RE: ELECTRICAL COMPONENTS & MATERIALS BID # 20230323-JL

Thank you for the follow up Greg.

Jason Lane
City of Redlands
Water Production
Maintenance Supervisor
(909) 798-7502
(909) 528-6046
jlane@cityofredlands.org

From: Greg Nelson <greg@pacificparts.com>
Sent: Monday, April 17, 2023 8:40 PM
To: Jason Lane <jlane@cityofredlands.org>
Subject: ELECTRICAL COMPONENTS & MATERIALS BID # 20230323-JL

[**NOTICE:** This message originated outside of City of Redlands -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Jason,

My apologies for the Quoting Error for BID # 20230323-JL. There were five lines items for Cree Lighting Fixtures. I had inadvertently Substituted the Cree Fixtures for another Brand. Seeing that we did not follow the guidelines of the Quote, we are withdrawing our bid for # 20230323-JL.

Apologies for any inconvenience that my error may have caused.

Please feel free to Contact me with any Questions or Concerns

Sincerely,

Greg Nelson

Outside Sales

6255 Prescott Court, Chino, CA 91710

909.465.1174 909.590.6811

www.pacificparts.com greg@pacificparts.com

This document may contain technical data as defined in the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), and may not be exported to foreign persons without prior written approval from the U.S. Department of State or Department of Commerce.

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2023** at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Industrial Automation and Controls – 20230323-JL (2).** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Addenda (0)	Bid Signed	Bid Amount
1	Pacific Parts and Controls Inc., Chino CA	N/A	Yes	$139,708.15
2	KDC Systems, Los Alamitos CA	N/A	Yes	$501,619.65

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 20230323-JL(2) **BID DATE:** 4/6/2023
Annual P.O. Industrial Automation & Controls **FISCAL YEAR:** 2023/2024

Item Number	Part No.	Description	Unit	Estimated Quantity	KDC Incorporated dba KDC Systems			Pacific Parts & Controls	
					Unit Price	Extended Price on RFB	Extended Price	Unit Price	Extended Price
1	509-AOD	3P 120 MOTOR STARTER	EA	3	$652.53	$1,957.60	$1,957.59	$359.00	$1,077.00
2	509-BOD	3P 120 MOTOR STARTER	EA	3	$748.28	$2,244.83	$2,244.84	$335.00	$1,005.00
3	509-DOD-A2L	FLL VLTG MOTOR STARTER	EA	3	$2,308.14	$6,924.41	$6,924.42	$1,595.00	$4,785.00
4	509-EOD-A2M	FLL VLTG MOTORSTARTER	EA	3	$6,008.96	$18,026.89	$18,026.88	$3,300.00	$9,900.00
5	EC95V1CAG	EC95V1CAG Eaton soft start	EA	2	$0.00	$0.00	$0.00	$0.00	$0.00
6	SVX200A1-4A1B1	Eaton VFD	EA	2	$59,410.28	$118,820.55	$118,820.56	$13,973.00	$27,946.00
7	SVX100A1-4A1B1	Eaton VFD	EA	2	$33,400.86	$66,801.71	$66,801.72	$7,856.00	$15,712.00
8	SVX050A1-4A1B1	Eaton VFD	EA	2	$17,330.63	$34,661.26	$34,661.26	$4,076.00	$8,152.00
11	CS811+N66N3SCHL S811+N66N3S 66A SFT STR	Eaton soft starter	EA	2	$7,708.96	$15,417.91	$15,417.92	$2,384.00	$4,768.00
12	CS811+T30N3 SCHL S811+T30N3s 304A SFT SRT	Eaton soft starter	EA	2	$17,106.09	$34,212.19	$34,212.18	$5,290.00	$10,580.00
13	DG1-34245FN-C21C	Eaton 200HP VFD	EA	2	$46,675.04	$93,350.08	$93,350.08	$11,664.00	$23,328.00
14	10250T101	30mm push button, Black	EA	10	$89.98	$899.78	$899.80	$27.00	$270.00
15	10250T102	30mm push button, Red	EA	10	$89.98	$899.78	$899.80	$27.00	$270.00
16	10250T103	30mm push button, Green	EA	10	$89.98	$899.78	$899.80	$27.00	$270.00
17	10250T1323	30mm hand off auto switch	EA	5	$124.11	$620.54	$620.55	$37.50	$187.50
18	10250TB63	30mm E stop	EA	3	$23.64	$70.91	$70.92	$7.10	$21.30
19	10250T51	30mm normally closed block	EA	10	$49.06	$490.58	$490.60	$14.60	$146.00
20	10250T53	30mm normally open block	EA	10	$49.06	$490.58	$490.60	$14.70	$147.00
21	M22-D-S	22mm push button black	EA	5	$15.52	$77.58	$77.60	$5.30	$26.50
22	M22-D-R	22mm push button red	EA	5	$14.55	$72.77	$72.75	$5.25	$26.25
23	M22-D-G	22mm push button green	EA	5	$15.28	$76.42	$76.40	$5.30	$26.50
24	M22-PV-K01	M22-PV-K01	EA	5	$61.88	$309.38	$309.40	$22.30	$111.50
25	M22-WLK-W	2 position switch	EA	5	$58.84	$294.19	$294.20	$17.60	$88.00
26	M22-WRK	3 position switch	EA	5	$32.55	$162.75	$162.75	$9.72	$48.60
27	DG1-34038FB-C212	25 HP VFD	EA	2	$7,958.07	$15,916.14	$15,916.14	$1,989.00	$3,978.00
28	DG1-34087FN-C21C	60 hp VFD	EA	2	$16,532.22	$33,064.45	$33,064.44	$4,131.50	$8,263.00
29	DG1-34105FB-C21C	100 HP VFD	EA	2	$21,872.30	$43,744.60	$43,744.60	$5,470.00	$10,940.00
30	SBLT2-10-40-ETFE	10 PSI Transducer	EA	3	$951.76	$2,855.29	$2,855.28	$615.00	$1,845.00
31	SBLT2-5-40-ETFE	5 PSI transducer	EA	3	$951.76	$2,855.29	$2,855.28	$615.00	$1,845.00
32	SBLT2-15-40-ETFE	15 PSI transducer	EA	3	$951.76	$2,855.29	$2,855.28	$615.00	$1,845.00
33	1419A 060500	Shielded cable	FT	1500	$1.70	$2,546.15	$2,550.00	$1.40	$2,100.00
34	1419A 060501	24V power supply	EA	3	$0.00	$0.00	$0.00	$0.00	$0.00
35	1419A 060502	24V power supply	EA	3	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL SUM BID (Item 1 - 35)				**$501,619.68**	**$501,623.64**		**$139,708.15**

****KDC Systems RFB Math is incorrect by 3.96($501,619.65)**Analysis has correct totals**

****Both Bidders stated Line Item#5, 34, & 35 are Invalid Part Numbers. ****

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2023**, at **10:00 a.m.** On behalf of the Municipal Utilities and Engineering Department for **McCrometer Meters and Supplies-20230323-PM (2).** 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	Addendum Acknowledged (0)	Bid Amount
1	Core & Main, Perris CA	Yes	N/A	$240,997.06
2	Western Water Works Supply Company, Chino Hills CA	Yes	N/A	$248,189.40
3	D&H Water Systems, Oceanside CA	Yes	N/A	$248,288.30

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 20230323-PM(2) **BID DATE:** 4/6/2023
Annual P.O. MCCROMETER METERS & SUPPLIES **FISCAL YEAR:** 2023/2024

Item Number	Manufacturer	Size	Description	Quantity	Core and Main		Core and Main		D& H Water Systems		WESTERN WATER WORKS		
					Unit Price	Extended Price	Quantity	Extended Price on RFB	Unit Price	Extended Price	Unit Price	Extended Price	Extended Price on RFB
1	McCrometer	4”	MW504, 4" 150PSI flange Flow Meter CF x100/GPM	6	$1,927.04	$11,562.24	6	$11,562.24	$2,893.10	$17,358.60	$2,382.70	$14,296.20	$14,296.20
2	McCrometer	6”	MW506, 6" 150PSI flange Flow Meter CF x100/GPM	6	$2,276.93	$13,661.58	6	$13,661.58	$3,231.40	$19,388.40	$2,815.30	$16,891.80	$16,891.80
3	McCrometer	8”	MW508, 8" 150PSI flange Flow Meter CF x100/GPM	6	$2,764.84	$16,589.04	6	$16,589.04	$3,703.15	$22,218.90	$3,418.50	$20,511.00	$20,511.00
4	McCrometer	10”	MW510, 10" 150PSI flange Flow Meter CF x100/GPM	4	$3,353.85	$13,415.40	6	$20,123.10	$4,272.65	$17,090.60	$4,173.00	$16,692.00	$16,692.00
5	McCrometer	12”	MW512, 12" 150PSI flange Flow Meter CF x100/GPM	4	$3,978.03	$15,912.12	6	$23,868.18	$4,876.15	$19,504.60	$4,777.00	$19,108.00	$19,108.00
6	McCrometer	N/A	E7000-00 transmitter	12	$989.10	$11,869.20	12	$11,869.20	$870.40	$10,444.80	$1,077.90	$12,934.80	$12,934.80
7	McCrometer	6"-4"	D0104-00 [6"- 4" drive cable]	20	$22.73	$454.60	20	$454.60	$17.00	$340.00	$21.10	$422.00	$422.00
8	McCrometer	8"	D0122-00 [8" drive cable]	20	$22.73	$454.60	20	$454.60	$17.00	$340.00	$21.10	$422.00	$422.00
9	McCrometer	10"	D0123-00 [10" drive cable]	20	$25.00	$500.00	20	$500.00	$18.70	$374.00	$23.20	$464.00	$464.00
10	McCrometer	12	D0106-00 [12" drive cable]	20	$15.91	$318.20	20	$318.20	$11.90	$238.00	$14.80	$296.00	$296.00
11	McCrometer	4"	PP105-99 [4" impeller]	20	$260.23	$5,204.60	20	$5,204.60	$212.50	$4,250.00	$265.30	$5,306.00	$5,306.00
12	McCrometer	6"	PP106-99 [6" impeller]	20	$277.28	$5,545.60	20	$5,545.60	$253.30	$5,066.00	$256.90	$5,138.00	$5,138.00
13	McCrometer	8"	PP108-99 [8" impeller]	20	$317.05	$6,341.00	20	$6,341.00	$284.75	$5,695.00	$293.70	$5,874.00	$5,874.00
14	McCrometer	10"	PP100-99 [10" impeller]	20	$327.28	$6,545.60	20	$6,545.60	$293.25	$5,865.00	$303.20	$6,064.00	$6,064.00
15	McCrometer	12"	PP112-99 [12" impeller]	20	$394.32	$7,886.40	20	$7,886.40	$353.60	$7,072.00	$365.30	$7,306.00	$7,306.00
16	McCrometer	6”	UM06-06-R6" ULTRA MAG FLOWMETER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS	6	$3,698.47	$22,190.82	6	$22,190.82	$3,675.95	$22,055.70	$3,764.20	$22,585.20	$22,585.20
17	McCrometer	8”	UM06-08-R 8" ULTRA MAG FLOWMETER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS.	6	$3,698.47	$22,190.82	6	$22,190.82	$4,378.05	$26,268.30	$4,503.30	$27,019.80	$27,019.80
18	McCrometer	10”	UM-06-10-R 10" ULTRA MAG FLOW METER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS	6	$5,112.09	$30,672.54	6	$30,672.54	$5,042.75	$30,256.50	$5,202.90	$31,217.40	$31,217.40
19	McCrometer	12”	UM06-12-R12" ULTRA MAG FLOWMETER ELECTROMAGNETIC FLOW METER WITH REMOTE MOUNTED VAC POWERED SIGNAL CONVERTER AND 25 FEET OF SUBMERSIBLE CABLE, AWWA CLASS D 150 PSI FLANGES, FUSION BONDED EPOXY LINED, SS316 ELECTRODES AND TWO SS316 GROUNDING RINGS.	6	$5,836.49	$35,018.94	6	$35,018.94	$5,743.15	$34,458.90	$5,490.20	$32,941.20	$35,641.20
			TOTAL SUM BID (Item 1 - 19)			$226,333.30		$240,997.06		$248,285.30		$245,489.40	$248,189.40

****Core & Main overcharged $14,66.76 (Line Items#3, 4, and 5 were charged based on higher quantity amount then what bid asked for.**

****D&H Bid total was Incorrect on the RFB and was off by $3.00 ($248,288.30). The Amount Listed on Analysis is correct Amount.**

****Western Water Works Line Item#19 the Math is incorrect. The Amount Listed on Analysis is correct Amount.**

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of April 2023** at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Meter Accuracy Testing – 20230323-PM (3)**. 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 (0)	Bid Amount
1	Golden Meters Service, Midway City CA	Yes	N/A	$35,900.00

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. **20230323-PM(3)** **4/6/2023**
Annual P.O. **METER ACCURACY TESTING** **2023/2024**

Item Number	Water Facilities	Meter Type	Pipe Size	Hours Per Test	Hourly Rate	Golden Meters
						Extended Price
1	Hinckley WTP Influent	Venturi	30	2	150	$300.00
2	Hinckley WTP Effluent	Venturi	36	2	150	$300.00
3	Tate WTP Influent	Venturi	24	2	150	$300.00
4	Tate WTP Filter 1	Oriface Plate	20	2	150	$300.00
5	Tate WTP Filter 2	Oriface Plate	20	2	150	$300.00
6	Tate WTP Filter 3	Oriface Plate	20	2	150	$300.00
7	Tate WTP Filter 4	Oriface Plate	20	2	150	$300.00
8	Coolie Hat	Venturi	30	2	150	$300.00
9	Agate 1	Propeller	12	2	150	$300.00
10	Agate 2	Propeller	12	2	150	$300.00
11	Airport 1	Propeller	12	2	150	$300.00
12	Airport 2	Propeller	12	2	150	$300.00
13	California	Propeller	6	2	150	$300.00
14	Church Street	Propeller	12	2	150	$300.00
15	Crafton	Propeller	10	2	150	$300.00
16	East Lugonia 3	Propeller	4	2	150	$300.00
17	East Lugonia 6	Propeller	12	2	150	$300.00
18	Madeira	Propeller	12	2	150	$300.00
19	Maguet 2	Propeller	4	2	150	$300.00
20	Mentone Acres 2	Propeller	12	2	150	$300.00
21	Mill Creek 2	Propeller	12	2	150	$300.00
22	Mill Creek 2A	Propeller	8	2	150	$300.00

23	Mill Creek 4	Propeller	6	2	150	$300.00
24	Muni	Propeller	16	2	150	$300.00
25	North Orange 1	Propeller	16	2	150	$300.00
26	North Orange 2	Propeller	16	2	150	$300.00
27	New York	Propeller	10	2	150	$300.00
28	Orange Street	Propeller	12	2	150	$300.00
29	Redlands Heights	Propeller	10	2	150	$300.00
30	Rees	Propeller	12	2	150	$300.00
31	10	Propeller	8	2	150	$300.00
32	11	Propeller	6	2	150	$300.00
33	13	Propeller	16	2	150	$300.00
34	16	Propeller	10	2	150	$300.00
35	30A	Propeller	12	2	150	$300.00
36	31A	Propeller	16	2	150	$300.00
37	32	Propeller	12	2	150	$300.00
38	36	Propeller	8	2	150	$300.00
39	38	Propeller	12	2	150	$300.00
40	39	Propeller	12	2	150	$300.00
41	41	Propeller	12	2	150	$300.00
42	1720	MAG	10	2	150	$300.00
43	1721	MAG	14	2	150	$300.00
44	1722	MAG	14	2	150	$300.00
45	1783	Propeller	6	2	150	$300.00
46	1784	Propeller	6	2	150	$300.00
47	1927	Propeller	12	2	150	$300.00
48	1928	Propeller	14	2	150	$300.00
49	1931	Propeller	12	2	150	$300.00
50	1951	Propeller	12	2	150	$300.00
51	1952	Propeller	12	2	150	$300.00
52	1953	Propeller	12	2	150	$300.00
53	2131	Propeller	12	2	150	$300.00
54	2132	Propeller	12	2	150	$300.00
55	2174	Propeller	8	2	150	$300.00

56	2176	Propeller	8	2	150	$300.00
57	2177	Propeller	8	2	150	$300.00
58	2310	Propeller	10	2	150	$300.00
59	2384	Propeller	8	2	150	$300.00
60	2385	MAG	12	2	150	$300.00
61	2386	MAG	12	2	150	$300.00
62	2387	MAG	12	2	150	$300.00
63	2610	Propeller	10	2	150	$300.00
64	2611	Propeller	10	2	150	$300.00
					BID SUBTOTAL (LINES 1 Through 64)	**$19,200.00**

Water Distribution Service Connections

Item Number	Description	Test Type	Estimate Tests Per Year	Test Rate	Extended Price
66	Small meter (2"- 5/8")	Bench test	50	$ 70.00	$ 3,500.00
67	Medium meter (3" and 4")	Field/moblie test	20	$ 330.00	$ 6,600.00
68	Large meter (4" and larger)	Field/moblie test	20	$ 330.00	$ 6,600.00
				BID SUBTOTAL (LINES 66 THROUGH 68)	**$16,700.00**

BID TOTAL (LINES 65+69)	**$35,900.00**

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

The following bids were opened on the **12th day of April 2023**, at **1:30 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Water and Wastewater Facility Parts & Supplies Project No. 20230323-PM(5)**. 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 (1)	Total Bid Amount
1	McMaster-Carr Supply Company, Santa Fe Springs, CA	Yes	None Acknowledged	$58,831.26

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Christian Duenez, Paul Mariscal

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. **BID NO.** **20230323-PM(5)** **BID DATE:** **4/12/2023**

Annual P.O. **ANNUAL PO** **WATER & WASTEWATER FACILITY PARTS & SUPPLIES** **FISCAL YEAR:** **2023/24**

	Line Item No.	Description	Quantity	MCMASTER CARR SUPPLY COMPANY	
				Unit Price	Extended Price
	1	Regulator Fitting-Inlet Nipple CGA #580 3” Long ¼” NPT	12	$4.33	$51.96
	2	Regulator Fitting-Inlet Nut, CGA #580 Male Thread 1-3/16” Long	12	$4.95	$59.40
	3	Wire Rope Sling with Hooks, Three Leg, 3/8” Diameter, 3 Feet Long	4	$265.47	$1,061.88
	4	High-Strength Oil-Resistant Buna-N Rubber Sheet; 12” Width x 12” Length, 1” Thickness	12	$147.85	$1,774.20
	5	AC Motor-Start Capacitor 340-408 MU-F Capacitance Voltage 125, Terminal Width ¼”	12	$9.47	$113.64
	6	Wall-Mount and Bench Top Shelf Cabinet with Lock, 2 Keys, 5 Shelves, 26-1/2”x 30”x 9”	4	$233.14	$932.56
	7	High-Speed Steel ½” Diameter Reduced-Shank Drill Bit 13/16”.6” Overall Length, 2, 10”	20	$40.49	$809.80
	8	Strut Channel. Slotted Hole, Fiberglass, 6 Feet Length 5/8” Square.	20	$71.71	$1,434.20
	9	Natural Rubber Vibration Damping Sandwich Mount Male/Male, Stainless Steel, 3/8” -1	30	$19.38	$581.40
	10	Vibration – Damping Strut-Mount Routing Clamp. Plastic with Rubber Cushion, 3/8” ID	30	$5.86	$175.80
	11	Vibration & Noise-Damping Strut-Mount Clamp for ½” Outside Diameter, ¼” Pipe	30	$8.76	$262.80
	12	Food Grade Gear Oil. ISO Grade 320, SAE Grade 140, AGMA Grade 6. 5 Gallon	10	$251.30	$2,513.00
	13	Brass Air-Release Valve with Vented Outlet for Water, ¾ NPT Male Inlet, 150 PSI	12	$44.01	$528.12
	14	Food-Grade Grit-Top Fiberglass Grating. 1-1/2” High 1-1/2” x 1- 1/2” Opening. 4’ Wide x	10	$798.43	$7,984.30
	15	Water Filter with Easy-View Bowl, for Particles, ¼ NPT, 10gpm	12	$41.58	$498.96
	16	Hammer-Driven Gasket and Washer Punch Set. One Step includes 15 Different inch Pun	6	$314.94	$1,889.64
	17	Drop-in Liquid-Level Transmitter 0-30’ of Water, 40’ Cable Length. 316L Stainless Steel C	6	$722.59	$4,335.54
	18	Food Grade Oil. ISO Grade 150, SAE Grade 90, AGMA Grade 4. 5 Gallon.	10	$285.57	$2,855.70
	19	Wash-down Limit Switch. Adjustable Roller Lever. ½” NPT Female Conduit Entry 10 amp	6	$92.96	$557.76
	20	Corrosion-Resistant 304 Stainless Steel Woven Wire Cloth 14 x 14 Mesh, .020” Wire Dia	4	$491.00	$1,964.00

	21	Sound and Vibration Damper Sheets. Aluminum, 1/64” Thick, 24” x 48”	6	$41.82	$250.92
	22	Drop-in Liquid-Level Transmitter 0-15’ of Water, 40’ Cable Length. 316L Stainless Steel (	6	$722.59	$4,335.54
	23	Inline Flowmeter 0.5-5 gpm for Water, with PVC Fittings ½” NPT Female	6	$117.17	$703.02
	24	Wash-down Switch, NEMA 4, 0.5 to 15 PSI. ½” NPT Female Conduit Port. 10 Amps @ 12	6	$330.00	$1,980.00
	25	Miniature Nylon Suction Strainer. 2 NPT Male, 10 Mesh. 304SS Screen Material	12	$27.00	$324.00
	26	Gas Regulator for Oxygen, CGA #540 Female Inlet, 0-125 PSI	4	$231.91	$927.64
	27	Gas Regulator for Acetylene, CGA 510 Male Inlet, Heavy Duty, 0-15 PSI	4	$278.61	$1,114.44
	28	Victor Professional Welding & Cutting Kit. Heavy Duty, ¾” Cut Capacity	6	$893.15	$5,358.90
	29	8' aluminum adjustable gantry crane CMAA Specification 70, CMAA specification 79	2	$4,746.97	$9,493.94
	30	Proximity-sensor shft alignment kit	1	$4,228.20	$4,228.20
	31	Hand held machine-monitoring sensor	2	$0.00	$0.00
TOTAL SUM BID (Item 1 - 28)					**$59,101.26**

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of Laboratory Service for Water and Wastewater("Agreement") is made and entered in this 20th day of June, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Babcock Laboratories, Inc., ("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 laboratory 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 John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended

Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term, and upon mutual consent of the Contractor. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Two Hundred Seventy-Five Thousand Dollar ($275,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Two Hundred Seventy-Five Thousand Dollar ($275,000) for the first Extended Term; and Two Hundred Seventy-Five Thousand Dollar ($275,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Eight Hundred Twenty-Five Thousand Dollar ($825,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," 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	Tiffany Gomez, President CEO
City of Redlands	Babcock Laboratories, Inc
35 Cajon Street	6235 River Crest Dr. Ste H
P.O. Box 3005 (mailing)	Riverside, CA 92507
Redlands, CA 92373	info@babcocklabs.com
jdonaldson@cityofredlands.org	(951) 653-3351 x134

(909) 798-7531

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

BABCOCK LABORATORIES, INC

By: _____
Tiffany Gomez, President CEO

EXHIBIT "A"

SCOPE OF SERVICES

Babcock Laboratories must possess the skills, licenses, certifications, and professional expertise necessary to provide analytical services to the City with a level of competency maintained by other environmental testing laboratories in the industry that offer similar types of services. To this end, Babcock Laboratory shall be certified by ELAP, NELAP, and approved by EPA for all UCMR5 constituents.

Provide updated/renewed laboratories certification and Field of Accreditation to City staff. (Including subcontracted laboratories' certification and FOAs).

Furthermore, at least 95% of lab analyses listed in the fee schedule shall be conducted in-house without subcontracting.

The quality of laboratory tests shall be governed by the NELAP-Approved Quality Assurance Manual and adhere to a strict Code of Ethics, policies, minimum detection limits (MDLs) below the Method Reporting Limit (MRL), Laboratory Control Sample (LCS), and Matrix Spike (MS) shall be conducted with each sample batch (for selected tests), and MRL check shall be performed with each sample batch (for selected tests).

The laboratory shall maintain accreditation and a laboratory license to perform testing, audit the most recent third-party audit report of quality systems (required as part of accreditation), and the most recent third-party proficiency test results (required as part of accreditation).

The laboratory shall have a Quality Assurance (QA) Manual with a table of contents that illustrates the depth of policies and procedures, Standard Operating Procedures (SOPs) for laboratory procedures for analysis according to approved test methods, Method Acceptance Limits (MALs) for each analytical method to demonstrate precision and accuracy, and MDLs for annual demonstration of capability to meet specific reporting limits.

The laboratory shall have documentation of the laboratory's investments in and commitment to technological advancements in instrumentation. Babcock Laboratories shall dedicate at least one instrument for each analysis, and a minimum of two dedicated instruments and two dedicated staff members for Volatiles, Perchlorate, Nitrate.

The laboratory shall be available for deliveries and pick-ups five days per week and on weekends when required.

Babcock Laboratories shall utilize a web-based data reporting system with Environmental Data Transfer (EDT) (Environmental Defense Fund, CDX, CLIP, and SWRCB) capability, Electronic Data Deliverable (EDD) (Laboratory Information Management System and HACH-WIMS) capability.

The laboratory shall provide waterproof labels on pre-labeled containers that are color-coded according to preservatives, with lot numbers and expiration dates of preservatives.

The laboratory shall provide ice packs and packaging materials for sample transportation and a customized chain of custody form for every sample point.

The laboratory shall deliver reports with the proper project name and identification of either drinking water, wastewater, industrial monitoring, stormwater, SSO's or sludge, and provide laboratory reports to the appropriate designated city staff within a ten (10) business day timeframe or sooner, unless it is considered a rush sample which shall be submitted within approved turn around time by Babcock Laboratories.

The report should also include all following information but not limited to: 1) Project Name, 2) Report Date, 3) Date Sampled, 4) Date Submitted, 4) Chain of Custody, 5) Analyst Name, 6) Matrix, 7) Sample ID, 8) RDL, 9) MDL, 10) Units 11) Analysis Date, 12) Analyte(s), 13) Result, 14) Flag for any QC failures, 15) Blank and QC batch result, and 16) Method(s)

Provide Wastewater Report result with Reporting Limit/MDLs value rather than RDL.

If Babcock Laboratories staff notices abnormal data results, they need to notify city staff within 48 hours of findings. (Certain analyses are required within 24 hours of finding the result. Those analyses will be agreed upon between City and Babcock Laboratories.)

When Babcock Laboratories staff provides sampling service for the City, staff must follow every step and safety measure written in the method and regulations.

The Babcock Laboratories shall provide reports in PDF and CSV formats (EDT format when necessary) when reports are delivered to City staff.

Babcock Laboratories shall provide a description of the sample kits to be used, and the sample return method shall meet analytical hold times and cost implications.

The laboratory shall provide order login and acknowledgment, the method for organizing work orders, communicate with the City any issue at onset, QA/QC measures taken to assure accuracy, precision, completeness, and correctness.

The laboratory shall submit invoices to the City within 30 days of the report

EXHIBIT "B"

PRICE AND FEE BID

ITEM NO.	EST. QTY	DRINKING WATER	TEST METHOD	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
1	1	Total Alkalinity	SM2320B	$11.00	$11.00
2	1	Apparent Color	SM 2120B	$8.00	$8.00
3	5	Asbestos	EPA 100.2	$350.00	$1,750.00
4	1	Carbamates	EPA 531.1	$75.00	$75.00
5	1	Chloride	EPA 300.0	$9.60	$9.60
6	1	Chlorinated Acid Herbicides by GC-ECD	EPA 515.4	$75.00	$75.00
7	10	Coliform, Presence/Absence by Colilert	SM 9223B	$18.00	$180.00
8	1	Cyanide (Free)	SM 4500-CN G or EPA 335.4	$30.00	$30.00
9	1	Dioxin	EPA 1613	$350.00	$350.00
10	1	Diquat and Paraquat	EPA 549	$175.00	$175.00
11	100	EDB and DBCP by GC-ECD	EPA 504.1 or EPA 524.3	$48.00	$4,800.00
12	1	Endothall by GC-MS	EPA 548.1	$84.00	$84.00
13	1	Fluoride	EPA 300.0	$9.60	$9.60
14	20	General Minerals	See Appendix A	$155.00	$3,100.00
15	700	General Physicals	See Appendix B	$24.00	$16,800.00
16	20	Glyphosate by HPLC	EPA 547	$75.00	$1,500.00
17	50	Gross Alpha by Co-precipitation	SM 7110C	$40.00	$2,000.00
18	120	Haloacetic Acids	EPA 552	$55.00	$6,600.00
19	100	Hexavalent Chromium (20 ppt MRL)	EPA 218.7	$30.00	$3,000.00
20	20	Inorganics	See Appendix C	$189.00	$3,780.00
21	30	Langelier's Saturation Index (see Appendix-Langelier Saturation Index)	SM 2330B(no add'I cost for calc. if all required elements	$0.00	$0.00

			requested		
22	**100**	**Lead and Copper**	**EPA 200.7 AND EPA 200.8 AND SM 3113B**	**$19.20**	**$1,920.00**
23	**1**	**MPN (TOTAL & Fecal Coliform)**	**SM9221B,C,E**	**$25.00**	**$25.00**
24	**1**	**MPN(Total Coliform & E.coli 10test tube)**	**SM9223B**	**$25.00**	**$25.00**
25	**1**	**Mercury**	**EPA 245.1**	**$19.20**	**$19.20**
26	**50**	**Metals by ICP Aluminum, Barium, Boron, Calcium, Copper, Iron, Magnesium, Manganese, Potassium, Silica, Silver, Sodium, Zinc (per element)**	**EPA 200.7**	**$9.60**	**$480.00**
27	**50**	**Metals by ICPMS Antimony, Arsenic, Beryllium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Silver, Selenium, Thallium, Uranium, and Zinc (per element)**	**EPA 200.8**	**$9.60**	**$480.00**
28	**20**	**Nitrate as N**	**EPA 300.0**	**$9.60**	**$192.00**
29	**1**	**Nitrite as N**	**EPA 300.0**	**$9.60**	**$9.60**
30	**1**	**Odor (TON)**	**EPA 140.1M**	**$8.00**	**$8.00**
31	**1**	**Organohalide Pesticides and PCBs**	**EPA 505 or EPA 508.1**	**$75.00**	**$75.00**
32	**20**	**Perchlorate (1.0 ppb MRL)**	**EPA 332 or 314**	**$30.00**	**$600.00**
33	**15**	**PFAS SWRCB – Portable Wells**	**See Appendix G**	**$275.00**	**$4,125.00**
34	**15**	**PFAS SWRCB – Portable Wells Sampling (Per Sampling Site)**	**See Appendix H**	**$450.00**	**$6,750.00**
35	**50**	**pH**	**SM 4500-H+B**	**$9.60**	**$480.00**
36	**100**	**Rad226-228**	**RA-226GA RA-228GA**	**$265.00**	**$26,500.00**
37	**1**	**Semi-Volatiles Organics by GC-MS**	**EPA 525.3**	**$245.00**	**$245.00**

38	1	Specific Conductance	SM 2510B	$9.60	$9.60
39	1	Sulfate	EPA 300.0	$9.60	$9.60
40	1	Surfactants	SM 5540C	$30.00	$30.00
41	25	Title-22 (Full)	See Appendix D	$2,123.00	$53,075.00
42	100	1,2,3-Trichloropropane (TCP)	EPA 524	$60.00	$6,000.00
43	50	Total Dissolved Solid (TDS)	SM 2540C	$12.00	$600.00
44	50	Total Hardness	SM 2340C	$19.20	$960.00
45	20	Total Organic Carbon	SM 5310B	$42.00	$840.00
46	100	Trihalomethanes	EPA 524	$48.00	$4,800.00
47	10	Turbidity	EPA 180.1	$8.00	$80.00
48	20	Volatile Organics	EPA 524	$78.00	$1,560.00
49	1	Water Suitability Ratio	SM 9020	$450.00	$450.00
50	1	UCMR 5 - Lithium	EPA 200.7, SM 3120B (2017), SM 3120 B-99 (1999) or ASTM D1976-20	$30.00	$30.00
51	1	UCMR 5 – PFAS (29 contaminants)	See Appendix F	$410.00	$410.00
52	45	Item 50 and 51 as a package	Method indicated in items 50-51	$440.00	$19,800.00
53	45	EPA UCMR 5 Sampling – Portable Wells and Treatment Plant (Per Sampling Site)	See Appendix H	$75.00	$3,375.00
54	1	Uranium	EPA 200.8	$30.00	$30.00
DRINKING WATER			SUBTOTAL	$7,170.00	$178,330.20
ITEM NO.	EST. QTY	WASTEWATER	TEST METHOD	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
55	25	Anions (Cl, F, NO2-N,NO3-N,SO4 &PO4-P)	EPA-300	$30.00	$750.00
56	20	Antimony	EPA 7062, EPA 200.5, EPA 200.7, EPA	$9.60	$192.00

			200.8, EPA 200.9, SM 3111B OR SM 3113B		
57	**20**	**Ammonia**	**SM 4500 NH-D**	**$12.00**	**$240.00**
58	**20**	**Biochemical Oxygen Demand (BOD)**	**SM 5210**	**$48.00**	**$960.00**
59	**20**	**Chemical Oxygen Demand (COD)**	**HACH 8000 or SM 5220 B,C or D or EPA 410.4**	**$24.00**	**$480.00**
60	**20**	**Chloride**	**EPA 300.0**	**$9.60**	**$192.00**
61	**20**	**Fluoride**	**EPA 300.0**	**$9.60**	**$192.00**
62	**50**	**Hexavalent Chromium (20 ppt MRL)**	**EPA 218.6**	**$30.00**	**$1,500.00**
63	**50**	**Mercury**	**EPA 245.1**	**$19.20**	**$960.00**
64	**1**	**MPN(Total & Fecal coliform)**	**SM9221B,C,E**	**$30.00**	**$30.00**
65	**75**	**Metals by ICP Sodium and Boron (per element)**	**EPA 200.7**	**$9.60**	**$720.00**
66	**75**	**Metals by ICPMS Sodium and Boron (per element)**	**EPA 200.8**	**$9.60**	**$720.00**
67	**75**	**Metals by ICP Arsenic, Barium, Cadmium, Cobalt, Copper, Chromium Total, Iron, Lead, Manganese, Mercury, Selenium, Silver, Sodium, Boron, Nickel, Zinc, Chromium VI as a package**	**EPA 200.7**	**$193.20**	**$14,490.00**
68	**75**	**Metals by ICPMS Arsenic, Barium, Cadmium, Cobalt, Copper, Chromium Total, Iron, Lead, Manganese, Mercury, Selenium, Silver, Sodium, Boron, Nickel, Zinc, Chromium VI as a package**	**EPA 200.8**	**$193.20**	**$14,490.00**
69	**20**	**Nitrate as N**	**EPA 300.0**	**$9.60**	**$192.00**
70	**20**	**Nitrite as N**	**EPA 300.0**	**$9.60**	**$192.00**
71	**20**	**Orthophosphate as P**	**EPA 300.0,**	**$9.60**	**$192.00**

72	20	PFAS SWRCB – Wastewater	See Appendix G	$300.00	$6,000.00
73	16	PFAS SWRCB – Wastewater Composite Sampling. Required Composite Sampler (Per Sampling Site)	See Appendix H	$300.00	$4,800.00
74	4	PFAS SWRCB – Wastewater Sludge Sampling – Grab (Per Sampling Site)	See Appendix H	$100.00	$400.00
75	50	Phenolic Compounds	EPA 420.4	$42.00	$2,100.00
76	50	Silica	EPA 200.7	$9.60	$480.00
77	50	Strontium by ICPMS	EPA 200.8	$9.60	$480.00
78	25	Sulfate	EPA 300.0	$9.60	$240.00
79	10	Cyanide Free	SM4500CNF	$30.00	$300.00
80	10	Cyanide Total	EPA 335.4	$30.00	$300.00
81	20	Total Alkalinity	SM2320B	$11.00	$220.00
82	25	Total Dissolved Solid	SM2540C	$12.00	$300.00
83	5	Total Hardness	SM 2340C	$19.20	$96.00
84	50	Total Kjeldahl Nitrogen	EPA 351.2	$30.00	$1,500.00
85	100	Total Organic Carbon	SM 5310B	$30.00	$3,000.00
86	20	Total Suspended Solids	SM 2540D	$18.00	$360.00
87	30	Turbidity	SM 2130B or EPA 180.1	$8.00	$240.00
88	5	Volatile Organic Compounds	EPA 624.1	$140.00	$700.00
WASTEWATER			SUBTOTAL	$1,755.40	$58,008.00
ITEM NO.	EST. QTY	SLUDGE (ACCORDING TO METHODS IN SW-846, EXCEPT TOTAL COLIFORM)	TEST METHOD	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
89	8	Ammonia as N	EPA 350.1	$18.00	$144.00
90	1	Dioxin/Dibenzofurans	EPA 1613B	$700.00	$700.00
91	8	Hexavalent Chromium (20 ppt MRL)	EPA 7196	$30.00	$240.00
92	25	Mercury	EPA 7471A	$19.20	$480.00
93	25	Metals by ICPMS Antimony, Arsenic,	EPA 6020 or EPA SW846	$9.60	$240.00

		Barium, Beryllium, Cadmium, Total Chromium, Cobalt, Copper, Lead, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, and Zinc (per element)	**Series**		
94	**8**	**Nitrate as N**	**EPA 9056**	**$9.60**	**$76.80**
95	**9**	**Paint Filter Test**	**EPA 9095**	**$25.00**	**$225.00**
96	**12**	**Percent Solids**	**SM 2540B**	**$20.00**	**$240.00**
97	**2**	**Organochlorine Pesticides and PCBs**	**EPA 8082**	**$100.00**	**$200.00**
98	**25**	**Total Kjeldahl Nitrogen**	**EPA 351.2**	**$30.00**	**$750.00**
99	**2**	**Toxicity Characteristics Leaching Procedure – Arsenic, Barium, Cadmium, Chromium (total), lead, mercury (total), selenium, and silver.**	**EPA Method 1311 or EPA 6020**	**$126.40**	**$252.80**
Sludge			**SUBTOTAL**	**$1,087.80**	**$3,548.60**
ITEM NO.	**EST. QTY**	**PRIORITY POLLUTANTS LIST**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE (QTY X UNIT PRICE)**
100	**2**	**Annual: Current list 126 Priority Pollutants (EPA 40 CFR Part 423, Appendix-Partial Priority Pollutant List) Exclude Asbestos**	**Refer to EPA, 40 CFR Part 423, Appendix-Partial Priority Pollutant List**	**$1,216.80**	**$2,433.60**
101	**6**	**Quarterly: Partial Priority Pollutants List (To be determined by detected pollutants from Line Item # 99.) Exclude Asbestos**	**Refer to EPA, 40 CFR Part 423, Appendix-Partial Priority Pollutant List**	**$486.00**	**$2,916.00**
102	**8**	**Priority Pollutants Sampling (Composite Sampler required) Per Sampling Site**	**See Appendix H**	**$245.00**	**$1,960.00**
PRIORITY POLLUTANTS			**SUBTOTAL**	**$1,947.80**	**$7,309.60**

ITEM NO.	EST.QTY	SSO SAMPLING (SSMP)	TEST METHOD	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
103	5	Total Coliforms and E. coli	Quantitray SM9223 B	$30.00	$150.00
104	5	Ammonia, (Total)	SM4500 NH3N	$12.00	$60.00
SSO Sampling			SUBTOTAL	$42.00	$210.00
ITEM NO.	EST.QTY	INDUSTRIAL MONITORING AND TRUNK-LINE MONITORING	TEST METHOD	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
105	1	Aluminum	EPA200.7 or EPA200.8	$9.60	$9.60
106	1	Ammonia	EPA 350.1 or SM 4500 NH-D	$18.00	$18.00
107	1	Arsenic	EPA200.7 or EPA200.8	$9.60	$9.60
108	1	Barium	EPA200.7 or EPA200.8	$9.60	$9.60
109	1	Biochemical Oxygen Demand (BOD)	SM 5210	$48.00	$48.00
110	1	Boron	EPA200.7 or EPA200.8	$9.60	$9.60
111	1	Cadmium	EPA200.7 or EPA200.8	$9.60	$9.60
112	1	Chemical Oxygen Demand	EPA approved method	$24.00	$24.00
113	1	Chloride	EPA 300.0	$9.60	$9.60
114	1	Chromium (Total)	EPA200.7 or EPA200.8	$9.60	$9.60
115	1	Color	SM 2120B	$8.00	$8.00
116	1	Copper	EPA200.7 or EPA200.8	$9.60	$9.60
117	1	Cyanide	SM4500-CN C,D,E	$30.00	$30.00
118	1	Fluoride	EPA 300.0	$9.60	$9.60
119	1	Total Hardness	SM 2340C	$19.20	$19.20
120	1	MBAS (Methylene Blue Active Substances)	EPA 425.1	$30.00	$30.00
121	1	Magnesium	SM4500 NH3H	$9.60	$9.60
122	1	Iron	EPA200.7 or EPA200.8	$9.60	$9.60

123	**1**	**Lead**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
124	**1**	**Manganese**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
125	**1**	**Mercury**	**EPA 200.8**	**$19.20**	**$19.20**
126	**1**	**Nickle**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
127	**1**	**Oil & Grease**	**EPA 1664A**	**$66.00**	**$66.00**
128	**1**	**Selenium**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
129	**1**	**Silica**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
130	**1**	**Silver**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
131	**1**	**Sodium**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
132	**1**	**Sulfate**	**EPA 300.0**	**$9.60**	**$9.60**
133	**1**	**Total Dissolved Solids**	**SM2540C**	**$15.00**	**$15.00**
134	**1**	**Total Suspended Solids**	**SM2540B**	**$18.00**	**$18.00**
135	**1**	**Zinc**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
136	**25**	**Items 105-135 as a package**	**Method indicated in items 104-135**	**$487.40**	**$12,185.00**
137	**1**	**PFAS SWRCB – Collection System (Industrial Waste)**	**See Appendix G**	**$325.00**	**$325.00**
138	**1**	**PFAS SWRCB – Collection System (Industrial Waste) Sampling**	**See Appendix H**	**$600.00**	**$600.00**
INDUSTRIAL TRUNK LINE MONITORING			**SUBTOTAL**	**$1,899.80**	**$13,597.40**
ITEM NO.	**EST.QTY**	**STORMWATER-WWTP**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE (QTY X UNIT PRICE)**
139	**1**	**Enterococci**	**SM9230B**	**$55.00**	**$55.00**
140	**1**	**E. coli**	**SM9221F**	**$30.00**	**$30.00**
141	**1**	**Iron (Total)**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
142	**1**	**Cadmium (Total)**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
143	**1**	**Copper (Total)**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**

144	**1**	**Lead (Total)**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
145	**1**	**Total Suspended Solids (TSS)**	**SM2540B**	**$18.00**	**$18.00**
146	**1**	**Oil & Grease**	**EPA 1664A**	**$66.00**	**$66.00**
147	**10**	**Items 139-146 as a package**	**Method indicated in items 139-146**	**$207.40**	**$2,074.00**
STORMWATER - WWTP			**SUBTOTAL**	**$414.80**	**$2,281.40**
ITEM NO.	**QTY**	**STORMWATER-LANDFILL**	**TEST METHOD**	**UNIT PRICE**	***EXTENDED PRICE (QTY X UNIT PRICE)**
148	**1**	**Enterococci**	**SM9230B**	**$55.00**	**$55.00**
149	**1**	**E. coli**	**SM9221F**	**$30.00**	**$30.00**
150	**1**	**Iron (Total)**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
151	**1**	**Cadmium (Total)**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
152	**1**	**Copper (Total)**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
153	**1**	**Lead (Total)**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
154	**1**	**Total Suspended Solids (TSS)**	**SM2540B**	**$18.00**	**$18.00**
155	**1**	**Oil & Grease**	**EPA 1664A**	**$66.00**	**$66.00**
156	**1**	**Ammonia as N (Total)**	**SM4500 NH3H**	**$18.00**	**$18.00**
157	**1**	**Selenium (Total)**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
158	**1**	**Silver (Total)**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
159	**1**	**Mercury (Total)**	**EPA 200.8**	**$19.20**	**$19.20**
160	**1**	**Arsenic (Total)**	**EPA200.7 or EPA200.8**	**$9.60**	**$9.60**
161	**1**	**Cyanide (Total)**	**SM4500-CN C,D,E**	**$30.00**	**$30.00**
162	**1**	**Magnesium (Total)**	**SM4500 NH3H**	**$9.60**	**$9.60**
163	**1**	**Chemical Oxygen Demand (Total)**	**HACH 8000 or SM 5220 B,C or D**	**$24.00**	**$24.00**
164	**10**	**Items 148-164 as a package**	**Method indicated in items 148-163**	**$337.00**	**$3,370.00**
STORMWATER - LANDFILL			**SUBTOTAL**	**$674.00**	**$3,707.00**

This contract does not constitute an obligation for the City to purchase the quantities indicated herein. The quantities are estimates and are based on the most accurate information available. The purpose of this contract is to establish prices for the commodities or services required, in the event that the City needs to purchase such commodities or services. The needs of the City shall govern the amount to be purchased, and the City reserves the right to purchase quantities in excess of the estimates, in shortfall of the estimates, or not to purchase any quantities at all. The contractor shall offer the best government pricing for test method that are not included in the price list.

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.

BABCOCK LABORATORIES, INC

By:_____ Date: _____

Tiffany Gomez, President, CEO

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

John Harris
MUED Director

February 1, 2023

Evantec
3857 birch St., Ste 150
Newport Beach, CA 92660

RE: Notice to Extend Annual Purchase Order Term
Consumable replacement parts & supplies

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22300163, pursuant to the Contract Term on page 1 of the Agreement which was issued on February 18, 2020.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **fourteen (14)** calendar days from the date of this Notice. Submit by USPS or via email to cduenez@cityofredlands.org. The due date is therefore February 14, 2023.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be July 1, 2023 to June 30, 2024. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **fourteen (14)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions you may contact me (909) 798-7527 ext. 1935.

Thank you,

Christian Duenez
Sr. Administrative Assistant
cduenez@cityofredlands.org

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

John Harris
MUED Director

February 1, 2023

EVANTEC

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Consumable replacement parts & supplies

Receipt of the above Notice of Acknowledgement is hereby accepted by EVANTEC this, 6TH day of FEBRUARY, 2023.

By: _____
(Signature)

FRED TARRONAS
(Print Name)

ACCOUNTANT
(Title)

RFB # 20210311-04SN for Joint Utilities Laboratory Consumables, Replacement Parts,Supplies & Related Items

PRICE AND FEE BID

BID #20210311-04SN Joint Utilities Laboratory Consumables, Replacement Parts, Supplies and Related Items

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT*
1.	100 mL Glass Graduated Cylinder Class A Blue graduations	8	Case of 12 Units	$155.00	$1,240.00
2.	50 mL Glass Graduated Cylinder Class A Blue graduations	6	Case of 18 Units	$180.00	$1,080.00
3.	1000mL Glass Graduated Cylinder Class A with double metric scale, Blue graduations	4	Each	$84.00	$336.00
4.	10 mL Large-Tip Opening Serological Pipets	5	Case of 12 Units	$125.00	$625.00
5.	25 mL Large-Tip Opening Serological Pipets	5	Case of 12 Units	$150.00	$750.00
6.	0.22µm filter, 13mm, nonsterile Syringe filters-PES membrane	12	Pack of 500 Units	$480.00	$5,760.00
7.	3mL Luer-Lok BD Disposable Syringes (non-sterile)	10	Case of 800 Units	$79.00	$790.00
8.	2.0mL Clear glass, Blue cap with ivory PTFE/Red Rubber Scientific™ National™ Target DP™ Vial Kit, (100 Vials)	20	Each	$59.00	$1180.00
9.	90mm Glass microfiber Filter	35	Pack of 100	$89.00	$3115.00
10.	Phosphoric Acid 85% 500mL	5	Each	$49.53	$247.65
11.	0.02N (N/50) Sulfuric Acid solution certified 1L	15	Each	$28.11	$421.65
12.	1N Sulfuric Acid 1L	3	Each	$27.59	$82.77
13.	GenPure Pro Disinfection Syringe	4	Each	$42.00	$168.00
14.	GenPure Pro Final filter 0.2 µm, 09.1003	1	Each	$220.00	$220.00
15.	GenPure Pro Ultrapure Cartridge 09.2005	4	Each	$700.00	$2800.00
16.	Calmagite Indicator 0.1% (W/V) 500mL	2	Each	21.30	$42.60

RFB # 20210311-04SN for Joint Utilities Laboratory Consumables, Replacement Parts,Supplies & Related Items

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT*
17.	Aluminum Weighing Dish Fluted, 100mm Diameter	2	Box of 50 Units	$45.00	$90.00
18.	5mL Finntips, 0.5-5mL, Bulk	2	Case of 3000	$399.00	$798.00
19.	5mL Polyvials and Filter Caps (20µm filter)	20	Box of 250 Units	$108.75	$2,175.00
20.	Ammonia ISA Buffer	12	Each	$60.00	$720.00
21.	Septa 22x3mm PTFE/Nature silicone	20	Pack of 100 Units	$59.00	$1,180.00
22.	Sodium Sulfite Anhydrous 500g	1	Each	$30.00	$30.00
23.	0.45µm filter, 13mM IC Acrodisc (PES) (PALLGelman) Supor hydrophilic PS membrane	2	Case of 500 Units	$750.00	$1,500.00
24.	10mL Sterile Polystyrene Disposable Pipets with Magnifier	3	Case of 200 Units	$51.00	$153.00
25.	IonPac AS18 Analytical Column, 4 X 250mm	1	Each	$1,320.00	$1,320.00
26.	IonPac AS16 Analytical Column, 4 X 250mm	1	Each	$1,155.00	$1,155.00
27.	IonPac AG18 Guard, 4 X 50mm	1	Each	$425.00	$425.00
28.	IonPac AG16 Guard, 4 X 50mm	1	Each	$425.00	$425.00
29.	ADRS 600 Suppressor Integrion	1	Each	$1,292.00	$1,292.00
30.	AERS 500 Suppressor-ICS 5000	1	Each	$1,282.00	$1,282.00
31.	Lauryl Tryptose Broth (LTB)	3	Each	$62.00	$186.00
32.	EC Broth	2	Each	$120.00	$240.00
33.	Brilliant Green Bile Broth(BGB)	2	Each	$95.00	$190.00
34.	R2A Agar	2	Each	$66.00	$132.00
35.	Try Soy Broth (TSB)	2	Each	$76.00	$152.00
36.	KimWipes (4.4 X 8.4in) 280/BX	2	Case of 60	$138.00	$276.94
37.	TraceClean® 250mL Wide Mouth "Water Sample" Bottles, HDPE	40	Case of 24	$37.00	$1,480.00
38.	0.5mL Eppendorf™ Combitips Advanced™ Pipetto Tips, Color PURPLE	5	Case of 100 Units	$125.00	$625.00

RFB # 20210311-04SN for Joint Utilities Laboratory Consumables, Replacement Parts,Supplies & Related Items

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT*
39.	5.0mL Eppendorf™ Combitips Advanced™ Pipetto Tips, Color Coded: BLUE	4	Case of 100 Units	$125.00	$500.00
40.	CONTRACT 70	3	Case of 4	$250.00	$750.00
41.	Miele, Inc. Neodisher Laboclean UW 10KG (Powdered Soap)	4	Each	$251.00	$1,004.00
42.	Miele, Inc. Coarse Salt for Water Softener	6	Case of 3 Units	$63.00	$378.00
43.	Miele, Inc. Neodisher Z Neutralizer 10L	6	Each	$224.25	$1,170.00
44.	Powder Free Latex Exam Gloves (S,M and X-large)	15	Case of 10 Box / Box of 100 Units	$180.00	$2,700.00
45.	Sodium Persulfate 500g	7	Each	$65.00	$455.00
46.	Drierite, W.A. Hammond, 8Size Mesh. 5 lb.	1	Case of 4 Units	$85.00	$85.00
47.	BOD bottle, Borosilicate glass 300 ml	2	Case of 24 Units	$387.00	$774.00
48.	10 L Nalgene LDPE round Carboy W/ Spigots and Handles	1	Each	$121.00	$121.00
49.	250 ml Wheaton Amber bottles with PTFE faced PELined caps 24mm-400	5	Case of 12 units	$22.89	$114.45
50.	500 ml Wheaton Amber bottle with PTFE faced PE-Lined Caps	2	Case of 12 Units	$25.89	$51.78
				TOTAL SUM BID (1 THRU 50)	$ 42,789.48

For any item(s) that do not have price listed in the item list you are bidding on, vendor shall offer the best available government pricing, the City will pay up to 20% above manufacturers cost.

Please indicate the not-to exceed percent (%) mark-up you offer: _____.

CONTRACT TERM (Please Complete)

The City ___may___ exercise its option to renew this agreement as stipulated under the same price, Terms and
(may or may not)

Conditions for the period of ___3___ additional year(s).
(Indicate one, two, or three)

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **24th day of March, 2021**, at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Joint Utilities Laboratory Consumables, Replacement Parts, Supplies, Related Items 20210311-04SN.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Addenda	Bid Signed	Bid Amount
1	Evantec Corp., Newport, CA	No	Yes	$42,789.48

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Patty Baker

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 20210311-04SN
ANNUAL P.O. Joint Utility Laboratory Consumables, Replacement Parts, Supplies, & Related Items

BID DATE: 03/24/2021
FISCAL YEAR: 2021/2022

Item Number	Unit of Mearurement	Description	Quantity	Evantec	
				Unit Price	Extended Price
1	Case of 12 Units	100 mL Glass Graduated Cylinder Class A Blue graduations	8	$155.00	$1,240.00
2	Case of 18 Units	50 mL Glass Grduated Cylinder Class A Blue graduations	6	$180.00	$1,080.00
3	Each	1000mL Glass Grduated Cylinder Class A with double metric scale, Blue graduations	4	$84.00	$336.00
4	Case of 12 Units	10 mL Large-Tip Opening Serological Pipets	5	$125.00	$625.00
5	Case of 12 Units	25 mL Large-Tip Opening Serological Pipets	5	$150.00	$750.00
6	Pack of 500 Units	0.22µm filter, 13mm, nonsterile Syringe filters- PES membrane	12	$480.00	$5,760.00
7	Case of 800 Units	3mL Luer-Lok BD Disposable Syringes (non-sterile)	10	$79.00	$790.00
8	Each	2.0mL Clear glass, Blue cap with ivory PTFE/Red Rubber Preslit septum Thermo Scientific™ National™ Target DP™ Vial Kit, (100 Vials)	20	$59.00	$1,180.00
9	Pack of 100 Units	90mm Glass microfiber Filter 9CM	35	$89.00	$3,115.00
10	Each	Phophoric Acid 85% 500mL	5	$49.53	$247.65
11	Each	0.02N (N/50) Sulfuric Acid solution certified 1L	15	$28.11	$421.65
12	Each	1N Surfuric Acid 1L	3	$27.59	$82.77
13	Each	GenPure Pro Disinfection Syringe	4	$42.00	$168.00
14	Each	GenPure Pro Final filter 0.2 µm, 09.1003	1	$220.00	$220.00
15	Each	GenPure Pro Ultrapure Cartridge 09.2005	4	$700.00	$2,800.00
16	Each	Calmagite Indicator 0.1% (W/V) 500mL	2	$21.30	$42.60
17	Box of 50 Units	Aluminum Weighing Dish Fluted, 100mm Diameter	2	$45.00	$90.00
18	Case of 3000 Units	5mL Finntips, 0.5-5mL, Bulk	2	$399.00	$798.00
19	Box of 250 Units	5mL Polyvials and Filter Caps (20µm filter)	20	$108.75	$2,175.00
20	Each	Ammonia ISA Buffer	12	$60.00	$720.00
21	Pack of 100 Units	Septa 22x3mm PTFE/Nature silicone	20	$59.00	$1,180.00
22	Each	Sodium Sulfite Anhydrous 500g	1	$30.00	$30.00
23	Case of 500 Units	0.45µm filter, 13mm IC Acrodisc (PES) (PALL-Gelman) Supor hydrophilic polyethersulfone membrane	2	$750.00	$1,500.00
24	Case of 200 Units	10mL Sterile Polystyrene Disposable Pipets with Magnifier Strips,	3	$51.00	$153.00
25	Each	IonPac AS18 Analytical Column, 4 X 250mm	1	$1,320.00	$1,320.00
26	Each	IonPac AS16 Analytical Column, 4 X 250mm	1	$1,155.00	$1,155.00
27	Each	IonPac AG18 Guard, 4 X 50mm	1	$425.00	$425.00
28	Each	IonPac AG16 Guard, 4 X 50mm	1	$425.00	$425.00
29	Each	ADRS 600 Suppressor -Integrion	1	$1,292.00	$1,292.00
30	Each	AERS 500 Suppressor - ICS 5000	1	$1,282.00	$1,282.00
31	Each	Lauryl Tryptose Broth (LTB)	3	$62.00	$186.00
32	Each	EC Broth	2	$120.00	$240.00

33	Each	Brilliant Green Bile Broth (BGB)	2	$95.00	$190.00
34	Each	R2A Agar	2	$66.00	$132.00
35	Each	Try Soy Broth (TSB)	2	$76.00	$152.00
36	Case of 60 Units	KimWipes (4.4 X 8.4in) 280 Sheets	2	$138.00	$276.00
37	Case of 24 Units	TraceClean® 250 mL Widemouth "Water Sample" Bottles, HDPE	40	$37.00	$1,480.00
38	Case of 100 Units	0.5mL Eppendorf™ Combitips Advanced™ Pipetto Tips, Color Coded: PURPLE (0030 089.421	5	$125.00	$625.00
39	Case of 100 Units	5.0mL Eppendorf™ Combitips Advanced™ Pipetto Tips, Color Coded: BLUE	4	$125.00	$500.00
40	Case of 4 Units	CONTRACT 70	3	$250.00	$750.00
41	Each	Miele, Inc. Neodisher Laboclean UW 10KG (Powdered Soap)	4	$251.00	$1,004.00
42	Case of 3 Units	Miele, Inc. Coarse Salt for Water Softener	6	$63.00	$378.00
43	Each	Miele, Inc. Neodisher Z Neutralizer 10L	6	$224.25	$1,345.50
44	Case of 10 Box / Box of 100 Units	Powder Free Latex Exam Gloves (S,M and X-large)	15	$180.00	$2,700.00
45	Each	Sodium Persulfate 500g	7	$65.00	$455.00
46	Case of 4 Units	Drierite, W.A. Hammond, 8-Size Mesh. 5 lb.	1	$85.00	$85.00
47	Case of 24 Units	BOD bottle, Borosilicate glass 300 ml	2	$387.00	$774.00
48	Each	10 L Nalgene LDPE round Carboy W/ Spigots and Handles	1	$121.00	$121.00
49	Case of 12 units	250 ml Wheaton Amber bottles with PTFE faced PE-Lined caps 24mm-400	5	$22.89	$114.45
50	Case of 12 Units	500 ml Wheaton Amber bottle with PTFE faced PE-Lined Caps	2	$25.89	$51.78
				TOTAL SUM BID (1 THRU 50)	$42,789.48

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: HEADWORK ANGLE FLOW PUMPS
Account #: 521900-7208
Vendor: ABBA
Amount: $50,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☐	Business License
9.	☐	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Fernando Mata Digitally signed by Fernando Mata Date: 2023.04.27 21:11:35 -07'00' Date: 4/27/23

rev. 10.29.18

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: 4/26/23

TO: Purchasing Division

FROM: 521900-7208

Purchase Requisition # ABBA

Estimated Total Cost: $ $50,000

Proposed Vendor: ABBA PUMP PARTS

Request Term: 7/1/23-6/30/24

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

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

INSTRUCTIONS

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

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

Existing Equipment: ANGLE FLOW PUMPS

Manufacturer/Model Number: FMA 1411/XT60

Age: 30-40YRS

Current Estimated Value: $135,000

☐ 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:

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:

HEADWORK ANGLE FLOW PUMPS

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**

WASTEWATER STAFF WOULD BE REQUIRED TO CONSULT AND SEEK AN ALTERNATIVE PROVIDER AND TECHNOLOGY, AFFECTING CITY'S EFFORTS TO STANDARDIZE

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

Fernando Mata Digitally signed by Fernando Mata Date: 2023.04.27 21:13:09 -07'00' 4/26/23

Prepared by Date

Department Director 5/3/23

Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: April 27, 2023

SUBJECT: Sole/Single Source Memo ABBA Pump Parts & Service

The Municipal Utilities & Engineering Department is requesting to utilize ABBA Pumps Parts & Service for parts and replacement for the ABBA angle flow pumps and parts at the headworks of the Wastewater Treatment Plant. These angle flow pumps are a type of vertical pump that transfers incoming wastewater flows through the progress of the pump to the primary basins.

The Wastewater Division has three (3) angle flow pumps that continuously require maintenance, service, and replacement parts. ABBA Pump Parts & Service, Inc. can provide the procurement of non-competitive/sole source pricing of these angle flow pumps since the pumps are manufactured and distributed by them.

The cost is included in MUED's FY 2023/2024 budget.

ABBA PUMP PARTS & SERVICE
Div. of Dracay Management Inc.

April 5, 2023

Mr. Fernando Mata – Wastewater Utility Manager
City of Redlands
1950 N. Nevada St
Redlands, CA 92374

Regarding: ABBA Pump Parts & Service - for City of Redlands Wastewater

This letter confirms that ABBA Pump Parts & Service (a division of Dracay Management) is the manufacturer and sole source of ABBA replacement parts and pumps for the City of Redlands Wastewater / Municipal Utilities and Engineering Dept. Please direct all inquiries and orders to the contact as listed below:

Brayden Pandopulos
Sales Manager
ABBA Pump Parts & Service
5370 Munro Court
Burlington, ON
Canada L7L 5N8
Office: 905-333-2720
Cell: 289-962-3388
Email: Brayden_p@abbaparts.com
Website: www.abbaparts.com

ABBA Parts manufactures replacement pumps, parts & assemblies to fit virtually all major brand municipal sewage and water pumps. Since our inception, ABBA's replacement parts and pumps have proven to perform as well or better than the original equipment manufacturer. All our replacements are made in accordance with OEM specifications and designs. Materials, castings, machining and assembly are 100% North American.

Regards,

W. Jamison

Wendy Jamison
President
E: wendy_j@abbaparts.com

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: MBR TURBO BLOWERS
Account #: 521900-6710 ($6,000), 521900-7208 ($25,000)
Vendor: AERZEN
Amount: $31,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:16:02 -07'00' Date: 5/3/23

rev. 10.29.18

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: 4/26/23

TO: Purchasing Division

FROM: 521900-6710 ($6,000), 521900-7208 ($25,000)

Purchase Requisition # AERZEN

Estimated Total Cost: $ $31,000

Proposed Vendor: AERZEN USA

Request Term: 7/1/23-6/30/24

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

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

INSTRUCTIONS

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

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

Existing Equipment: MBR TURBO BLOWERS

Manufacturer/Model Number: G5PLUS TURBO

Age: 1-2YR

Current Estimated Value: $366,00

☐ 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:

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:

MBR TURBO BLOWERS

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**

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:20:08 -07'00' 5/3/23

Prepared by Date

5/3/23

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: April 24, 2023

SUBJECT: Sole/Single Source Memo Aerzen USA Corp

The Municipal Utilities & Engineering Department is requesting to utilize Aerzen for maintenance and replacement parts for the Aerzen turbo blowers at the Wastewater Treatment Plant's MBR facility. A turbo blower is a type of positive pressure unit that transfers air flow from the atmosphere to the ultra-filters that purify the wastewater.

The Wastewater Division has three (3) Aerzen Turbo Blowers that operate continuously and require maintenance, service, and part(s) replacement. Aerzen USA Corp can provide the procurement of non-competitive/sole source pricing of these blowers since they are the manufacturers and distributors.

The cost is included in MUED's FY 2023/2024 budget.

AERZEN

Aerzen USA
108 Independence Way
Coatesville, PA 19320 USA
www.aerzenusa.com

December 7, 2021

TO WHOM IT MAY CONCERN:

This letter is to certify that Aerzen USA Corporation is the original equipment manufacture of the blowers at your site locations. We also certify that equipment service is only available from either Aerzen USA directly or one of our authorized service providers should there be one in your area.

Aerzen USA is a subsidiary of Aerzener Maschinenfabrik located in Aerzen Germany and the sole source for Aerzen products, parts and service in the USA.

Please feel free to contact us if you need any additional information.

Regards,

Darrel Hill
Director of Industrial Sales
Aerzen USA
Phoenix Arizona office

Email: Darrel.hill@aerzen.com
Phone: (610) 470-3492

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Compressed gases, welding supplies & rentals
Account #: 501900-6908 ($6.5k), 7208 ($16k), 7803 ($5.5k), 521900-6908($6.5k), 7208 ($2k), 7803 ($7k)
Vendor: Airgas USA LLC
Amount: $43,500

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:21:32 -07'00' Date: 5/3/23

rev. 10.29.18

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: 4/24/23

TO: Purchasing Division

FROM: _____

Purchase Requisition # Airgas USA LLC

Estimated Total Cost: $ $43,500

Proposed Vendor: Airgas Inc.

Request Term: 07/01/23-06/30/24

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

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

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

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:

   Compressed gases, welding supplies & rentals

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**

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

jungjoon Park — 04/24/23
Prepared by — Date

5/3/23
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

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

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Jungjoon Park, Laboratory Manager

DATE: April 03, 2023

SUBJECT: Sole/Single Source Memo Airgas USA, LLC

The Municipal Utilities & Engineering Department is requesting to utilize Air Gas Co. to supply high-purity compressed gas and cylinder rental. It is critical for the Joint Utilities Laboratory and Maintenance departments to have a reliable supplier of high-quality gas to carry out their daily operations.

The laboratory requires high-purity (99%) compressed gas to make the TOC analyzer and Integrion work effectively. Any contaminants in the compressed gas will affect data quality and cause mechanical failure, requiring the laboratory to send the sample out to a private laboratory. Without a reliable vendor to supply the laboratory with purified gas, the City will also risk losing laboratory certification for anions, perchlorate, and TOC results to the State Water Resource Board.

Air Gas Co. has had a relationship with the City of Redlands for over ten years. Despite a nationwide shortage of helium, Airgas has listed the City as a priority and provides a discounted price.

The cost is included in the Municipal Utilities & Engineering Department's FY 2023/2024 budget.

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: CENTRIFUGE SERVICE, WARRANTY WORK, & SUPPLIES
Account #: 521900-7205($25,000),7208($45,000)
Vendor: ALFA LAVAL INC.
Amount: $70,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:24:59 -07'00' Date: 5/3/23

rev. 10.29.18

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:_____

TO: Purchasing Division

FROM: 521900-7205($25,000),7208($45,000)

Purchase Requisition # ALFA LAVAL INC.

Estimated Total Cost: $ $70,000

Proposed Vendor: _____

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:

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:

   CENTRIFUGE SERVICE, WARRANTY WORK, & SUPPLIES

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**

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:25:22 -07'00' 05/03/23

Prepared by Date

Department Director 5/3/23

Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: April 27, 2023

SUBJECT: Sole/Single Source Memo Alfa Laval

The Municipal Utilities & Engineering Department is requesting to utilize Alfa Laval for maintenance and replacement parts for the two (2) Alfa Laval centrifuges, G-2-95 and Aldec-406 model. The centrifuge is utilized by the wastewater treatment plant (WWTP) as an effective means of dewatering the bio-solids or sludge produced by the anaerobic digestion process.

Commissioned in 2010, the Alfa Laval G2-95 decanter system is rated for 250gpm and the Aledc-406 is rated for 75gpm. The centrifuge operates 8 hours a day, 7 days a week to meet our required removal/disposal of dewatered biosolids to maintain adequate solids handling processes. Alfa Laval will provide maintenance service and proprietary parts that are only manufactured and distributed by Alfa Laval.

The cost is included in MUED's FY 2023/2024 budget.

April 6, 2023

City of Redlands
1950 Nevada St.
Redlands, CA 92374

Attention: Fernando Mata

Reference: City of Redlands WWTP
Sole Source Procurement (Parts & Service)
(1) ALDEC G2-95 S/N 5024634
(1) ALDEC 406 S/N 5022302

Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
USA
Tel: +1 800-362-9041
Fax: +1 281-449-1324
www.alfalaval.us

Dear Mr. Mata,

Alfa Laval Inc. is the Original Equipment Manufacturer (O.E.M.) of the (1) ALDEC G2-95 S/N 5024634 and (1) ALDEC 406 S/N 5022302 installed at the City of Redlands and is the sole source authorized provider for all Original Equipment Manaufacturer (O.E.M.) parts and service. Only Alfa Laval Inc. certified personnel are allowed to install parts in order to preserve the equipment warranty. Anyone who is not authorized by Alfa Laval to install the parts will subject the Centrifuge to be out of warranty.

Alfa Laval continues to develop and bring technology to our industry. Due to the sensitive nature of Alfa Laval's technology, our equipment and most replacement parts are either proprietary or patented, as each is designed specifically for your equipment, the application, and expected use, therefore, others cannot legally manufacture our equipment or offer Alfa Laval O.E.M. replacement parts and service.

Constant investment in reasearch and development, a commitment to quality, and improving our new equipment and our equipment currently in operation around the world, allows Alfa Laval to bring the latest developments in technology to our industry and clients. This includes patented or proprietay items. An illustration of this commitment is our quality assurance program. All parts are made to Alfa Laval's standard level of quality under ISO9001:2015 certified procedures.

Thank you for requesting this information and the opportunity to fully explain our commitment. If you have any questions, I can be reached at 201-388-8393

Sincerely,

Marc Perratore

Marc Perratore
Southwest Regional Sales Manager

Classified by Alfa Laval as: Business

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: REPLACEMENT OF DeZURIK VALVES,WATERMAN,AUMA
Account #: 501900-7208 ($20,000), 521900-7208 ($25,000),6710($13,000)
Vendor: CS AMSCO
Amount: $58,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☐	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:30:21 -07'00' Date: 5/3/23

rev. 10.29.18

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: 4/26/23

TO: Purchasing Division

FROM: 501900-7208 ($20,000), 521900-7208 ($25,000),6710($13,000)

Purchase Requisition # CS AMSCO

Estimated Total Cost: $ $58,000

Proposed Vendor: CS-AMSCO

Request Term: 2023-2024

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: DeZURIK VALVES ,WATERMAN,AUMA

Manufacturer/Model Number: C517-SAR07.6

Age: 2-60YRS

Current Estimated Value: $80,000-$100,000

☐ 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:

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:

   REPLACEMENT OF DeZURIK VALVES,WATERMAN,AUMA

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**

   Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:30:44 -07'00' 05/03/23

Prepared by Date

Department Director 5/3/23

Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager
Paul Mariscal, Water Operations & Maintenance Superintendent

DATE: April 24, 2023

SUBJECT: Sole/Single Source Memo CS Associated Municipal Sales Corp (CS-AMSCO)

The Municipal Utilities & Engineering Department is requesting to utilize CS Associated Municipal Sales Corp (CS-AMSCO) for parts and service of aged plug valves, butterfly valves, check valves, and electric actuators at the Water & Wastewater Treatment Facilities.

DeZurik valves have a long-standing reputation for accuracy, durability, reliability, and customer profitability. As a result, the Water/Wastewater Division currently utilizes DeZurik valves throughout their facility. With their expertise in flow, DeZurik offers a broad portfolio of engineered valve solutions that are highly regarded. Our Waterman gates are employed at our membrane bioreactor and holding ponds to help control flow. In addition, the facility's AUMA actuators are strategically placed in wastewater processes to ensure proper plant operation through automation.

The attached sole/single source letter explains that CS-AMSCO is the exclusive distributor for DeZurik, Waterman, and Auma actuators in Southern California.

The cost is included in MUED's FY 2023/2024 budget.

AUMA Actuators, Inc. USA

April 7th, 2023

To: City of Redlands

Attn: Fernando Mata

Subject: Southern California/Southern Nevada Representative for AUMA

We are pleased to confirm that CS-Amsco is the exclusive AUMA representative for the Water & Wastewater market in the states of Southern California and Southern Nevada.

CS-AMSCO has been serving the municipal market since 1983. They are a full service organization equipped to provide engineering assistance and technical support on the entire AUMA actuator line for water and wastewater applications. Their contact information is as follows:

CS-Amsco
15842 Chemical Lane
Huntington Beach, CA 92649
Phone: (714) 892-4200
Fax: (714) 892-4266
Email: www.csamsco.com

Should you have any questions regarding the status of CS-Amsco, please do not hesitate to contact me.

Best Regards,

Lido Flores
Regional Sales Manager

CC: Shawn Aram – CS-amsco

DeZURIK
APCO | WILLAMETTE

250 Riverside Ave N 320-259-2000 p
Sartell, MN 56377 USA 320-259-2227 f

April 7th, 2023

To: City of Redlands

Attn: Fernando Mata

RE: Exclusive Representation of DeZURIK, Inc. Products

Dear Fernando,

CS-amsco is the sole representative for the Municipal Markets for **DeZURIK / APCO / Hilton / Red Valve** in Southern California and Southern Nevada.

DeZURIK / APCO / Hilton / Red valve markets their products through exclusive technical representation only. Please contact CS-amsco regarding any inquiries regarding our entire line of valves and controls. Their contact information is as follows:

CS-AMSCO
15842 Chemical Lane Huntington Beach, California 92649
Tel: 714-892-4200
Fax: 714-892-4266
Email: customerservice@csamsco.com
Webpage: www.csamsco.com

Sincerely,

Nick Krippner
Regional Sales Manager

CC: Shawn Aram / CS-amsco

info@dezurik.com
www.dezurik.com

Printed in the USA

April 7th, 2023

To: City of Redlands

Attn: Fernando Mata

Subject: Exclusive Representative for Waterman Engineered Products.

Dear Fernando,

This letter is to confirm that CS-amsco is the exclusive representative for Waterman Engineered Products used for municipal water treatment, municipal wastewater treatment and industrial applications for the following territories:

The territories include: Southern California (from the Kern County line to the Mexico border), as well as southern Nevada (Clark, Lincoln, and Nye counties only).

CS-AMSCO
15842 Chemical Lane Huntington Beach, California 92649
Tel: 714-892-4200
Fax: 714-892-4266
Email: customerservice@csamsco.com
Webpage: www.csamsco.com

Please feel free to contact me if you need any additional information or have any questions regarding the above.

Best regards,
Roland Fisher
National Sales Manager
Waterman Valve, LLC.

Web: www.watermanusa.com

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: BIO-SOLIDS PROGRESSIVE CAVITY PUMP&CENTRATE
Account #: 521900-7208
Vendor: DXP ENTERPRISES
Amount: $55,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☐	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:34:40 -07'00' Date: 5/3/23

rev. 10.29.18

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: 4/26/23

TO: Purchasing Division

FROM: 521900-7208

Purchase Requisition # DXP ENTERPRISES

Estimated Total Cost: $ $55,000

Proposed Vendor: DXP ENTERPRISE

Request Term: 2023-24

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

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

INSTRUCTIONS

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

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

Existing Equipment: PROGRESSIVE CAVITY PS /PERISTALTIC PUMP(S)

Manufacturer/Model Number: MAC I 110/BN 70-6L

Age: 25 YR

Current Estimated Value: $75,000

☐ 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:

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:

   BIO-SOLIDS PROGRESSIVE CAVITY PUMP&CENTRATE

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.
   SEAN KILDAY JOSEPH HAMBURGER

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

   Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:35:00 -07'00' 05/03/23

Prepared by Date

Department Director 5/3/23

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: April 27, 2023

SUBJECT: Sole/Single Source Memo DXP Enterprises.

The Municipal Utilities & Engineering Department is requesting to utilize DXP Enterprises for parts and replacement of Seepex progressive cavity pumps and Verderflex peristaltic pumps at the Wastewater Treatment Plant's dewatering facility. A progressive cavity pump is a type of positive displacement pump that transfers the biosolids flow from the digesters to the centrifuge for proper disposal. A peristaltic pump is a type of positive displacement pump that uses a flexible tube to move the liquid component of the digested sludge.

The Wastewater Division has one Seepex and Verderflex pump that continuously require maintenance, service, and replacement parts. DXP Enterprises can provide the procurement of non-competitive/sole source pricing of this Seepex progressive cavity pump.

The cost is included in MUED's FY 2022/2023 budget.

SEEPEX.
An Ingersoll Rand Business

Date	Reference	Extension
02.15.2023	Seepex Pumps	

Subject **DXP Enterprises**

SEEPEX Inc.
511 Speedway Drive
Enon, Ohio 45323
USA

T +1 937 864-7150
sales.us@seepex.com
www.seepex.com

To Whom It May Concern

DXP Enterprises located in Anaheim, CA is the exclusive authorized representative of Seepex products in Southern California and Nevada. Zip codes 900XX-935XX and 890XX. This includes municipal and industrial markets as defined by Seepex.

This authorization is for the sales, service and repair of all Seepex products.

Please feel free to contact me if you have question or require additional information.

Ben Wells

Ben Wells
Western Territory Sales Manager
bwells@seepex.com
(707) 741-0428

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: ROOT CONTROL PROGRAM (DIQUAT HERBICIDE)
Account #: 521900-6710 ($53,000)
Vendor: DUKES ROOT CONTROL
Amount: $53,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☐	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:36:11 -07'00' Date: 5/3/23

rev. 10.29.18

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: 4/26/23

TO: Purchasing Division

FROM: 521900-6710 ($53,000)

Purchase Requisition # DUKES ROOT CONT

Estimated Total Cost: $ $53,000

Proposed Vendor: DUKES ROOT CONTROL

Request Term: 2023-24

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

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

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

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:

ROOT CONTROL PROGRAM (DIQUAT HERBICIDE)

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.
JAMES ESTRADA FERNANDO MATA

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:36:40 -07'00' 05/03/23
Prepared by Date

5/3/23
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: James Estrada, Wastewater Collection System Supervisor

DATE: April 27, 2023

SUBJECT: Sole/Source Memo Dukes Root Control, Inc.

The Municipal Utilities & Engineering Department is requesting to utilize Dukes Root Control, Inc. to provide sewer root control services. Dukes Root Control has completed over 11 successful root control projects with the City of Redlands since 1996.

The Wastewater Collection Division designates approximately 5 miles of 6" to 8" sewer main line that have been identified through CCTV inspections for root intrusion.

The Collection Division maintains a Root Control Program as described under the City's Sewer System Management Plan, which prevents root intrusion from occurring in the city main lines. This annual project results in preventing overflows and reduces staff time to maintain these line segments.

Dukes Root Control, Inc. is the only commercial applicator licensed to apply RAZOROOTER in California. Dukes is registered with the Californian Department of Pesticide Regulation. Duke's applicators are certified by the same agency to perform applications to sewers.

The cost is included in MUED's FY 2023/2024 budget.

April 5, 2023

Fernando Mata
Wastewater Utility Manager
City of Redlands
P.O. Box 3005
Redlands, CA 92373

RE: Razorooter® Licensing Information

Dear Mr. Mata:

RAZOROOTER®, which contains the active ingredient, diquat dibromide ("diquat"), is a proprietary product of Duke's Root Control, Inc. and is currently the only diquat-based, sewer root control product registered with the U.S. Environmental Protection Agency (EPA Registration No. 94625-3).

At the present time, Duke's Root Control, Inc. is the only commercial applicator licensed to apply RAZOROOTER® in CA. Duke's is registered with the California Department of Pesticide Regulation, and Duke's applicators are certified with this same agency to perform pesticide applications to sewers.

If you have any questions or require additional information, please contact me at 1-800-447-6687.

Sincerely,

Thomas W. Edwards

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: WATER METERES AND MISC SUPPLIES
Account #: 501900-7808
Vendor: FERGUSON WATERWORKS
Amount: $450,000.00

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☐	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:40:04 -07'00' Date: 5/3/23

rev. 10.29.18

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: 5/3/23

TO: Purchasing Division

FROM: Municipal Utilities & Engineering Department

Purchase Requisition # Annual PO

Estimated Total Cost: $ $450,000

Proposed Vendor: FERGUSON WATERWORKS

Request Term: FY 2023-2024

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: MULTIPLE SIZE METERS

Manufacturer/Model Number: NEPTUNE

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:

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**

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 10:54:12 -07'00' 5/3/23

Prepared by Date

Department Director 5/3/23

Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
Director

TO: Dana Abramovitz, Purchasing

FROM: Aaron Canedo, Water Distribution Supervisor

DATE: May 3, 2023

SUBJECT: Sole/Single Source Memo Ferguson Waterworks

The Water Distribution division is requesting to utilize Ferguson Waterworks to supply Neptune Brand water meters. To accommodate these purchases and in accordance with the City's purchasing policy, staff is requesting a sole source annual purchase order be issued to Ferguson Waterworks (Ferguson) for Fiscal Year 2023-2024.

Ferguson Waterworks is the sole distributor, as explained by the attached letter from Neptune. In California, Ferguson Waterworks is the sole distributor of Neptune water meters, reading systems, Neptune replacement parts, automated meter networks and other value-added services. If Neptune products are purchased from an out of state distributor, all warranties will be void. Additionally, the City is in process of converting to advanced meter infrastructure (AMI), existing meters can be retrofitted with a Neptune register with AMI, and the entire meter would not need to be replaced.

The City of Redlands has standardized the Neptune water meters for all replacement and new construction throughout the city. Standardizing with Neptune meters has improved our maintenance activities and reduced spare part inventors. Neptune products have proven to be excellent quality with outstanding factory support. Ferguson as well has worked with the City for several years and has provided outstanding customer service and quick turn around with special order parts.

NEPTUNE
TECHNOLOGY GROUP

1/6/2023

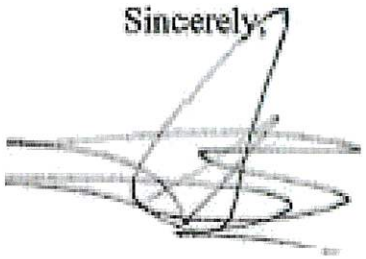
To: City of Redlands
35 Cajon Street
Redlands, CA 92373

Aaron,

Neptune always strives to be the most valued partner in assisting its water utility partners serve their customers more efficiently through use of Neptune automated AMR/ AMI solutions. In doing so, Neptune markets its products and services through distributors in hardened markets. In California, Ferguson Waterworks is the sole distributor of Neptune water meters, reading systems, parts, networks and other value-added services. Ferguson goes beyond normal distribution by being certified as Level 1 by Neptune, which means they invest further dollars in product training, support and project management of today's advanced metering systems.

- All project and pricing opportunities are evaluated by local distribution teams and Neptune Territory Managers.
- Purchasing Neptune product from distributors outside of the State of California boundary is prohibited.
- Product purchased via outside distributors will be void of its warranty and returned to the distribution branch that acted illegally.

Sincerely,



Andy Bohn
District Manager CA/NV
abohn@neptunetg.com
Cell: 415-710-2046

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: ROACH CONTROL PROGRAM (INSECTA)
Account #: 521900-6710
Vendor: GOLDEN BELL PRODUCTS
Amount: $63,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☐	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:51:19 -07'00' Date: 5/3/23

rev. 10.29.18

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: 4/27/23

TO: Purchasing Division

FROM: 521900-6710

Purchase Requisition # GOLDEN BELL PRO

Estimated Total Cost: $ $63,000

Proposed Vendor: GOLDEN BELL PRODUCTS

Request Term: FY 2023/24

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

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

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

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:

   ROACH CONTROL PROGRAM (INSECTA)

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.
   JAMES ESTRADA

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

   Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:51:46 -07'00' 05/23/23

Prepared by Date

Department Director 5/4/23

Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: James Estrada, Wastewater Collection System Supervisor

DATE: April 27, 2023

SUBJECT: Sole/Source Memo Golden Bell Products, INC

The Municipal Utilities & Engineering Department is requesting to utilize Golden Bell Products for sewer line utility hole roach control services. Golden Bell Products has had a 10-year relationship with the City of Redlands and is the designated exclusive INSECTA California service provider for sewer utility hole cockroach control.

There are approximately 5,000 sewer utility hole structures throughout the city and areas of Mentone that the Wastewater field staff are responsible for servicing and maintaining. Pests such as roaches enter sewer utility hole covers via pick points. Due to this, the Wastewater Division maintains a Roach Control Program per the Sewer System Management Plan. The Roach Control Program is designed to mitigate the public nuisance and public health threats caused by cockroach infestation in the City's sanitary sewer system.

Applying Insecta pesticide is a safe and efficient way to help eliminate roach infestation in the utility holes. Golden Bell has the sole source right for the application and distribution of Insecta.

The cost is included in MUED's FY 2023/24 budget.

JABco

Jim Lawrence
President
288 Centennial Park Drive
Daytona Beach, FL 32124

Toll Free: (888) 781-6955

Cell: 727-365-6995

August 1, 2022

To Whom It May Concern:

I, Jim Lawrence, President of JABco, the manufacturing company for Insecta, EPA registration number 45600-1, have granted Golden Bell Products the sole distribution and application rights within the State of California. Golden Bell Products has proven its expertise in selling and applying Insecta 45600-1 since 1997 and will maintain the sole source to Insecta until the year 2030.

Any California company that would use Insecta or Insecta Liquid is required to purchase the material from Golden Bell Products. If any bids were received indicating otherwise, the bidding company is misrepresenting itself. All Insecta 45600-1 product used for manhole cockroach control in sewer manholes is sold through Golden Bell Products.

Sincerely

Jim Lawrence
President

GOLDEN BELL PRODUCTS, INC.

952 N Batavia Street Orange, CA 92867- PHONE (714) 363-3985 FAX (714) 997-4807
www.goldenbellproducts.com

Sole Source Justification

Within the State of California Golden Bell Products has the sole source right for the application and distribution of Insecta. Golden Bell Products has provided the service and product that is used in sewer manholes for the control of cockroaches since October of 1998, when the first test area was treated in the State of California.

Insecta is the only registered product of its type and active ingredient labeled for use in sewer manholes. The product is a formulated product, which is produced in an EPA approved establishment. The product comes ready to use and since it is a polymerized product there is no field mixing required, (which is not the case with any additive type of product). Insecta has been tested and applied by Orange County Sanitation Districts and has proven to be effective standing up to the eighteen-month guarantee provided by Golden Bell and the product manufacturer. Additionally, this product is used and approved by Los Angeles County Sanitation District and approximately 60 other cities and agencies within the state of California. Over the past 24 years Golden Bell Products has provided this service with minimal price increases. Finally, Golden Bell Products is a local vendor that holds the correct licensing for application of pesticides in sewer manholes. Golden Bell Products is licensed by the California Agricultural Department of Pesticide Regulation. Holding a QAL license with the required categories A, C and N and a Pest Control Business License. Golden Bell carries and maintains all current registrations with all the County Agricultural Commissioners in each of the counties they apply the Insecta pesticide in.

The accompanying letter from the manufacturer of Insecta shows Golden Bell Products as the sole source for the application and distribution of Insecta in the State of California.

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: SERVICE, MAINTENANCE, LAB CONSUMABLES & CHEMICAL
Account #: 521900-6710($35k), 7205($15k), 7208($25k), 7803($47.5k)
Vendor: HACH COMPANY
Amount: $122,500.00

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:53:45 -07'00' Date: 5/3/23

rev. 10.29.18

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: 4/25/23

TO: Purchasing Division

FROM: 521900-6710($35k), 7205($15k), 7208($25k), 7803($47.5k)

Purchase Requisition # HACH COMPANY

Estimated Total Cost: $ $122,500.00

Proposed Vendor: HACH Company

Request Term: 07/01/23-06-30/24

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

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

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

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:

   SERVICE, MAINTENANCE, LAB CONSUMABLES & CHEMICAL

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**

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

jungjoon Park — 04/25/23
Prepared by — Date

Department Director — 5/4/23
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

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

John R. Harris
MUED Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Jungjoon Park, Laboratory Manager

DATE: April 03, 2023

SUBJECT: Sole/Source Memo HACH Company

The City's Joint Utility Laboratory and Wastewater Operations herby request approval for the selection of HACH Company as the sole source vendor for the procurement of Wet Chemistry consumables, reagents, standards, parts, and services for the existing HACH RTC (Real-Time Control) system and other laboratory equipment at the City's Joint Utility Laboratory and Wastewater Treatment Plant.

HACH products and instruments are vital in analyzing wastewater laboratory samples for Chemical Oxygen Demand, Ortho-phosphate, Nitrate, Chlorine Total and Free, Turbidity, and Biochemical Oxygen Demand. Considering the Environmental Laboratory Accreditation Program (ELAP) accredits the City's laboratory, the Environmental Protection Agency (EPA) recommends using HACH products and methods. The HACH RTC offers the ability to adjust treatment processes to be administered in real-time, which provides the WW staff with a more efficient operation.

The RTC adjustments will allow for continuous compliance at the Wastewater treatment plant while also reducing treatment costs. The HACH RTC adjusts chemical dosing in real-time to optimize constituent removal, such as Ammonia, Nitrite, and Nitrates. Utilizing HACH Company as the sole source for these services will yield a cost savings of over 30 percent due to non-competitive pricing.

The costs for these services are included in the MUED FY 2023/2024 budget

HACH COMPANY | 5600 Lindbergh Drive | PO Box 389 | Loveland, Colorado 80539 | P 970.669.3050 | F 970.669.2932 | hach.com

The Sole Authorized Manufacturer and Direct Distributor Letter

2/27/2023

Customer Name: City of Redlands
Customer Address: 35 Cajon St
Customer City, State, Zip: Redlands, CA 92373

Customer Account Number: 104784

Item(s):	Description(s):
	RE: SOLE SOURCE LETTER – Hach Brand Instruments Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to: Other Hach Brands Evita, GLI, Hach, Homeland Security Technologies, OPS Systems, Orbisphere, Polymetron, Sigma, Anatel, Dr. Lange, Environmental Test Strips, HIAC, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, Met Onem OTT, Hydrometry, Radiometer Analytical, Sea-Bird Electronics, WET Labs, Hach WIMS™, CLAROS Collect, Mobile Sensor Management Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer for all Hach branded instrumentation and chemistry. This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories. Any software or firmware additions or alterations must be purchased directly from Hach Company.

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the item/items listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 1-800-227-4224.

Thank you

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Preventative Maintenance Program & Parts WWTP Boilers
Account #: 521900-7205($33,000)/7208($10,000)
Vendor: Heat Transfer Solutions
Amount: $43,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☐	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:55:57 -07'00' Date: 5/3/23

rev. 10.29.18

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: 4/26/23

TO: Purchasing Division

FROM: 521900-7205($33,000)/7208($10,000)

Purchase Requisition # Heat Transfer Solution

Estimated Total Cost: $ $43,000

Proposed Vendor: HEAT TRANSFER SOLUTIONS

Request Term: FY 23-24

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

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

INSTRUCTIONS

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

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

Existing Equipment: FIRE TUBE BOILERS

Manufacturer/Model Number: THREE (3) COLUMBIA BOILERS/MPH-30 (x1) & MPH-15(X2)

Age: .5

Current Estimated Value: $655K

☐ 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:

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:

   Preventative Maintenance Program & Parts WWTP Boilers

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.
   Fernando Mata Sean Kilday Joseph Hamburger

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

   The WW Division would ask upper management to provide alternate direction to comply with air quality regulations.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:56:18 -07'00' 05/03/23

Prepared by Date

Department Director 5/4/23

Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: April 28, 2023

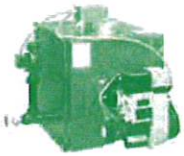
SUBJECT: Sole/Single Source Memo Heat Transfer Solutions (HTS)

The Municipal Utilities & Engineering Department is requesting to utilize HTS for maintenance and replacement parts for the three (3) fire tube boilers. The boilers are heat bio-solids in three (3) separate anaerobic digesters. The boilers operate using two separate fuel sources (i.e., biogas or natural gas); optimizing the air-fuel mixture through a proper preventative maintenance program is critical to ensure less fuel is wasted and reduces emissions of air pollutants produced by inefficient combustion.

HTS offers a Proactive Preventative Maintenance Program on behalf of Columbia Boiler Company, the manufacturer. HTS is recognized as the sole provider to represent and service these types of boilers in California. As a preferred customer, the City's WWTP will receive a 10% discount on parts, priority on emergency service calls, biannual fine-tuning to factory specs, and annual boiler cleaning and inspection of heat transfer surfaces.

The cost is included in MUED's FY 2023/2024 budget.





COLUMBIA BOILER COMPANY OF POTTSTOWN

Manufacturers of quality commercial, industrial and residential boilers since 1936

COLUMBIA BOILER COMPANY
P.O. BOX 1070, POTTSTOWN, PA 19464
PHONE: 610-323-2700
FAX: 610-323-7292
www.columbiaboiler.com

April 3, 2023

To Whom It May Concern,

Let it be known that in the State of California, Heat Transfer Solutions is the sole manufacturer's representative approved to represent Columbia Boiler.

Regards,

Michael Bonjo

Michael Bonjo
National Sales Manager
Columbia Boiler Co.

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: RAW SEWAGE GRINDERS
Account #: 521900-7208
Vendor: JWC ENVIRONMENTAL
Amount: $40,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☐	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:59:08 -07'00' Date: 5/3/23

rev. 10.29.18

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: 4/26/23

TO: Purchasing Division

FROM: 521900-7208

Purchase Requisition # JWC ENVIRONMENT

Estimated Total Cost: $ $40,000

Proposed Vendor: JWC ENVIRONMENTAL

Request Term: 2023-24

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

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

INSTRUCTIONS

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

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

Existing Equipment: SEWAGE GRINDERS

Manufacturer/Model Number: 30004T-1200/20009-A4

Age: 20-40YRS

Current Estimated Value: $100,000

☒ 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:

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:

RAW SEWAGE GRINDERS

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**

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 16:59:29 -07'00' 05/03/23

Prepared by Date

Department Director 5/4/23

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: May 2, 2023

SUBJECT: Sole/Single Source Memo JWC Environmental Inc.

The Municipal Utilities & Engineering Department is requesting to utilize JWC Environmental for the procurement of parts and replacement of Muffin Monster sewage grinders throughout the Wastewater Treatment Facility. This specialized equipment is critical for protecting the wastewater treatment processes. The channel grinders handle high flows from incoming waste and storm flows, shredding all debris and rags before they can foul treatment equipment such as pumps, air diffusers, heat exchangers, centrifuges, valves, and pipes at the Wastewater Treatment Facility.

The Wastewater Division currently has six open-channel Muffin Monsters in continuous operation throughout the 24-hour day, with these grinders having been in place for over 35 years. Moreover, these grinders require proper replacement of parts and supplies for optimal performance. JWC Environmental specializes in designing, building, and providing parts and supplies for Muffin Monster grinders while offering non-competitive/sole source pricing.

The cost for this equipment is included in MUED's FY 2023/2024 budget.

JWC Environmental®
Trust Monster Quality™

JWC Environmental
2850 S. Red Hill Ave.
Santa Ana, CA 92705
P: 949-833-3888
F: 949-833-8858
E: jwce@jwce.com

Subject: Sole Source for Muffin Monster Parts

To Whom It May Concern:

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems (Monster Bandscreen, Monster Chain and Rake, Monster Finescreen). We hold numerous patents and trademarks on these products. JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

JWC Environmental operates the only Service Centers that are factory authorized to perform repairs on Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems.

Please feel free to contact me at *714-428-4744 or chrisb@jwce.com* if we can provide any additional information.

Sincerely,

Chris Burt

Chris Burt
Director of Aftermarket Sales



P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: BIOGAS ENGINEERING SERVICES & FIELD SUPPORT
Account #: 521900-7205 ($20,000),6710 ($75,000)
Vendor: LFG ENGINEERING
Amount: $95,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☐	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 17:02:25 -07'00' Date: 5/3/23

rev. 10.29.18

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: 5/2/23

TO: Purchasing Division

FROM: 521900-7205 ($20,000),6710 ($75,000)

Purchase Requisition # LFG ENGINEERING

Estimated Total Cost: $ $95,000

Proposed Vendor: LFG ENGINEERING

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: SOLIDS FACILITY

Manufacturer/Model Number: ____

Age: 35-60 YRS.

Current Estimated Value: 25M

☐ 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:

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:

   BIOGAS ENGINEERING SERVICES & FIELD SUPPORT

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.
   FERNANDO MATA SEAN KILDAY

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

   The WW Division would ask upper management to provide alternate direction to comply with air quality regulations.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 17:02:51 -07'00' 05/03/23

Prepared by Date

Department Director 5/4/23

Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: April 27, 2023

SUBJECT: Sole/Source Memo LFG Engineering

The Municipal Utilities & Engineering Department is requesting to utilize LFG Engineering to provide engineering services and field support for the WWTP's solids facility. LFG Engineering has successfully completed various engineering projects for the City of Redlands, including trend analysis/reporting, biogas flow and valve adjustment, PLC/HMI control strategies, and condensate management.

LFG Engineering has a unique set of skills and experience that make them the best fit for this scope of services. They have a proven track record in the industry and a deep understanding of the intricacies and details of biogas flow and production from the City's WWTP's digesters, as well as the landfill gas production and flare at the City's landfill site.

Their expertise will be essential in ensuring the success of this project and meeting the City's goals for sustainability and renewable energy. Furthermore, given LFG Engineering's past experience working with the City on similar projects, their established relationship will streamline the contracting process and ensure a smooth and efficient execution of this project

The cost is included in MUED's FY 2023/2024 budget.

LFG Engineering Inc.

Proposal for

City of Redlands Wastewater Treatment Facility

On-Call Engineering Services

April 2023

Presented to:

Mr. Fernando Mata
Wastewater Utility Manager
City of Redlands -
Municipal Utilities and Engineering Department
1950 Nevada St.
Redlands, CA 92374

April 4, 2023

Mr. Fernando Mata
Wastewater Utility Manager
City of Redlands -
Municipal Utilities and Engineering Department
1950 Nevada St.
Redlands, CA 92374

SUBJECT: PROPOSAL FOR ON-CALL ENGINEERING SUPPORT FOR THE CITY OF REDLANDS WASTEWATER TREATMENT FACILITY

Dear Mr. Mata,

LFG Engineering Inc. (LFG Eng) is pleased to present the following proposal covering On-Call Engineering Support for the City of Redlands (City) Wastewater Treatment Facility (WWTF, Site) located at 1950 Nevada St, Redlands, CA 92373. Our team will be able to provide routine and as needed support for various operational facets of the WWTF as noted below.

TASK 1 - MONTHLY ROUTINE

Monthly Operational Trend Analysis and Reporting

There are many variables attributed to the operational status of a WWTF. This includes ambient weather, barometric pressure, boiler operations, digester generation rates, treatment skid operations including blowers and vessels, condensate management and other intricate components that comprise the complete cycle at the Site. As such, it is understandable that the ideal operating settings for these systems vary throughout the year based on weather conditions and the operation status of all the items noted above. The overall structure needs to be able to adjust for any and all changes within these systems.

The City has made recent improvements at the Site including installation of a treatment skid to remove certain constituents from the raw digester gas prior to its utilization by the boilers or destruction in the flare. Additionally, a new digester has been brought back online increasing the total number to four (Digesters 1, 2, 3 and Secondary). After going through the new treatment skid, the treated digester gas (DG) is routed to three boilers which help keep ideal operating temperature and conditions in the noted digesters. If there is a lack of sufficient DG, the systems can alternatively operate on natural gas (NG). While this is a good back-up option, the latter situation is not preferred as we can save on costs by utilizing the available DG. Therefore, one goal of the system should be to prioritize using DG on a consistent basis to run the boilers thus saving on NG costs.

As these new systems have just recently come online and been modified, the new operating data should be recorded and reviewed. By logging and analyzing the conditions of the digesters, boilers, treatment skid and flare we can establish an ideal operating baseline for each month. This will help identify outliers in operations for staff to address the potential issues by tuning the system accordingly or performing preventative maintenance, saving on major repairs and down time. Furthermore, this proactive response will further save on NG usage costs.

As part of this task, LFG Eng will review the operating data from the digesters and boilers, the treatment skid, and flow/pressure of DG sent to the on-site flare on a monthly basis. Furthermore, information from the local weather station will be reviewed in conjunction to determine the ambient effects on the system. This data will be presented in a monthly report to help fine tune the ideal operating settings for the WWTF after the recent improvements and note any recommendations to help reach these goals.

DG Actuator Valve Adjustments

Improvements are being made to the modulating valve which controls the flow of DG from the WWTF to the flare. Previously, staff would have to manually tune the valve to account for changes in system operations. Major changes occur over night as the temperature and barometric pressure changes, causing the treatment skid to shutdown at times. With the installation of the actuating valve, the process can now be controlled by the PLC on a continuous basis.

Under this task, LFG Eng will continue to collect pressure and flow data for the various operating scenarios that exist depending on the boiler/digester operations. The data, in conjunction with the information collected in the task noted above, will be used to fine tune the PLC logic controlling the valve. The intent is to send the appropriate flow of DG gas to the flare to not interfere with its operations while maintaining an ideal steady state at the boilers. As previously discussed, increasing the amount of DG utilized by the boilers will not only provide more consistent operations but will help save costs by decreasing the need for NG. The valve needs to automatically adjust as needed to help maximize DG use at the boilers.

Various operational inputs, including time of year and digester use will impact the ideal tuning logic for the valve. As such the data collected will be used to develop multiple logic commands to help control the valve and operations throughout the year regardless of which systems are in operation or the ambient effects.

TASK 2 – AS NEEDED NON-ROUTINE

On-Call Engineering and Field Support

Given the nature of the noted systems, issues may arise at any given time. The LFG Eng team is available 24 hours a day, 7 days a week to respond to any call out or support issues. Our team of engineers and field staff will be able to provide on-call engineering and troubleshooting support for all aspects of the WWTF operations. This includes, but is not limited to, the following items:

- Flare troubleshooting (blowers, thermocouple, UV Scanners, flame arrestor, safety shutdown valves)
- Programmable Logic Control (PLC) modifications (update to existing logic or additions of new parameters)
- Actuator Valve operations (controlling flow of DG to Flare)
- Treatment Skid operations (treatment vessels, blower, meters, and valve)
- Pressure Relief Systems for the Digesters
- Sensor / Instrumentation troubleshooting (Flow meters, pressure, or temperature transmitters, etc.)
- Permitting and Compliance (interface with regulatory agencies, completion of any necessary forms or reporting)

Non-Emergency Non-Routine

The following services can also be provided to the City per their request. These tasks would fall under non-emergency response and can be scheduled based on the City's preference.

Programmable Logic Controller (PLC) and Human-Machine Interface (HMI) Upgrades

With complex systems such as those utilized at WWTFs, PLCs help regulate and maintain desired operational settings for the various evolving systems. LFG Eng has experience with the existing PLCs at the Site and has accessed the existing logic to make updates based on operational changes. Under this task, our team of control engineers can make any adjustments to the existing programming to account for changes or upgrades at the facility. This includes but is not limited to bringing in new sensors or meters installed on the gas lines, flare, digesters, or boilers.

Furthermore, LFG Eng can change the HMI display and how the site operators control the new features. Depending on the City's preference, this can be done through the existing Wonderware interface currently being utilized. Alternatively, our team could also present estimates to the City for upgrading the PLC / HMI to utilize newer technologies while simultaneously updating the system to remove the items relating to the inactive renewable energy plant that are still shown on the current HMI. Ultimately, we can design any operating system and display that meets the needs of the City and operating staff to streamline the use and effectiveness of these powerful tools.

Supervisory Control and Data Acquisition (SCADA)

A SCADA system is a combination of both hardware and software components that allows for complete supervision and control of the plant both locally and remotely. It also examines, collects and process data in real time making any necessary adjustments on the spot. We've discussed the multiple, separate systems that comprise the WWTF. These can all be brought into one local HMI (or website) to provide the City and Staff with real time operating data and control of these components. Users can regulate pumps or boilers, view current pressures and flows, and modify these units should changes in operations call for it.

Multiple user accounts can be established providing different levels of access or view only authorizations for some. Alarms can be put in place to notify staff of potential issues before they arise and even have the system adjust automatically. This is crucial for facilities that operate 24 hours a day and limits the need for manual observation and adjustments. This system can be expanded upon to include as much information the City would like to see. Again, different user accounts can be created so specific staff receive only access and information relevant to their work area.

Items that can be connected to the master SCADA system includes, but is not limited to, digester conditions (pressure, temperature), boiler operations (pressure, temperature, DG/NG status), treatment skid details (pressure regulators, blower settings), distribution piping pressures and flow, condensate sump information (sump levels, pump status) and flare details (blowers, thermocouples, louvers, flows).

All the information that is desired to be viewed, logged, and controlled can be added to the system. It will be displayed on a site-specific HMI showing the requested data in real time. For certain control components (pumps, valves, etc..) the user will be able to select the item from the HMI and make any desired changes. This can be done locally or remotely through a website/desktop application from any off-site location.

Ultimately, with the combination of PLCs, HMIs, and a SCADA system the City and Site Operators can have full control of the system from anywhere at any time. LFG Eng can schedule a meeting to discuss the capabilities of the system and design a package that is sufficient for the City and their needs.

Condensate Management System

As with any gas handling system, proper management of the generated condensate is paramount. Liquid accumulation causes pressure losses and, in some cases, will cause shutdowns to system operations. This would force the boilers to utilize NG rather than treated DG.

Under this task, LFG Eng can review the existing condensate collection sumps and associated pumps to determine if any improvements can be made to limit downtime. Furthermore, additional sensors can be put in place to provide WWTF staff with precise levels of liquids in each sump to help troubleshoot during system downtime. Moreover, pump operational status can be tied to the same system, alerting staff if a pump or compressor has failed prior to the liquids backing up and blocking the piping, preventing a system shutdown.

Gas Sampling and Ambient Air Analysis

LFG Eng is aware that the City has existing contracts to perform routine gas sampling. If any additional sampling or analysis is required, our team can aid in collection and testing of the samples with the support of South Coast Air Quality Management District (SCAQMD) approved laboratories.

Ambient Air samples can also be collected entering and leaving the site to establish a baseline for the facility. This would differentiate any odors/emissions from the WWTF and neighboring landfill.

Drone Methane Emission Monitoring

Additionally, potential leak detection can be performed using drones which can monitor the entire facility to detect any emissions. Any point sources can be identified and addressed by staff before becoming a major discharge. Furthermore, any areas identified can be tested with a flame ionization device (FID) to determine the concentrations and ensure they are within acceptable limits.

Product Specification

Overtime certain appurtenances relating to the systems noted above require replacement. Operational changes or manufacturers discontinuing certain components forces us to acquire new units. Under this task LFG Eng can help identify proper replacements based on the new operating settings of the facility while assuring the initial design intent of the components is maintained. This includes but is not limited to pressure relief / flame arrestor assemblies associated with the digesters, sensors, or regulators for the boiler, or any of the many components associated with the flare system.

COST ESTIMATE

Table 1 below notes the recommended budget to account for the tasks mentioned above. This consists of both lump sum (LS) items covering the monthly, routine tasks as well as a time and materials (T&M) budget to cover any on-call responses or other requested non-routine items.

Table 1 – Annual Routine and Non-Routine Budget

Task	Billing Type	Monthly Allocation	Annual Allocation
Routine	LS	$6,156	$73,872
Non-Routine/On-Call	T&M	$8,052	$96,624
	TOTALS	**$14,208**	**$170,496**

Based on the hours for the routine tasks, a monthly LS budget of $6,156 is recommended. This covers a minimum of two site visits to the facility a month to collect the noted operational data. The data from the digesters, boiler and flare will also be downloaded, reviewed, and analyzed to determine the trends for the month. Lastly all the findings and recommendations will be summarized in the monthly report

and presented to the City. This information will be used for updating the PLC logic for automation of the actuator valve.

For the non-routine tasks, it is recommended that a monthly T&M budget of $8,052 be reserved to cover on-call emergency responses as well as any of the additional non-routine evaluations the City may request. This could include design of the replacement PLC/SCADA system or other upgrades at the facility. Please see Attachment A for the rate sheet that will be used based on the tasks scope of work. At the City's request, a cost estimate for a specific task will be presented for their review and approval utilizing these rates. No non-routine work will be initiated without prior approval from the City.

CONCLUSION

LFG Engineering is grateful for the opportunity to continue to serve the City of Redlands. If you have any questions on the proposal, please do not hesitate to contact me.

Sincerely,



Salar Aliassar, P.E.

President
(657)767-4352
Salar@LFG-Eng.com

Attachment A

Rate Sheet

LFG Engineering Inc.

2023-2024 Rate Schedule

Technical Director.....$183/Hr

Project Manager.....$160/Hr

Mechanical/Process Engineer.....$145/Hr

Electrical /Control Engineer.....$145/Hr

Project Engineer.....$130/Hr

Drafter (AutoCAD and ArcGIS).....$120/Hr

Field Technician.....$110/Hr

Notes:

1. For requested non-routine items, expenses and subconsultant fees will be billed at cost plus 10% mark up.
2. Where site visits are required for non-routine items, vehicle usage will be billed at $150/day.
3. Unless otherwise noted, invoice terms are NET 30.

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: PROGRESSIVE CAVITY PUMPS (MOYNO)
Account #: 521900-7208
Vendor: National Oilwell Varco, L.P.
Amount: $40,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☐	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 17:05:54 -07'00' Date: 5/3/23

rev. 10.29.18

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: 4/26/23

TO: Purchasing Division

FROM: 521900-7208

Purchase Requisition # National Oilwell Varco

Estimated Total Cost: $ $40,000

Proposed Vendor: National Oilwell Varco

Request Term: 2023-24

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

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

INSTRUCTIONS

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

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

Existing Equipment: Moyno PCP's

Manufacturer/Model Number: 1G065G1, 1E022G1, 2SWG10H-CDQ AAA

Age: 0-5 YRS

Current Estimated Value: $160,000

☐ 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:

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:

PROGRESSIVE CAVITY PUMPS (MOYNO)

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.
SEAN KILDAY ALEK KUNF

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.03 17:06:19 -07'00' 05/03/23
Prepared by Date

Department Director 5/4/23
Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: May 3, 2023

SUBJECT: Sole/Source Memo NATIONAL OILWELL VARCO, L.P

The Municipal Utilities & Engineering Department is requesting to utilize National Oilwell Varco, L.P. (NOV) for parts and replacement of Moyno Pumps throughout the Wastewater Treatment Plant. Moyno pumps have been used in the municipal wastewater treatment industry for over 75 years and are a type of positive displacement pump that transfers flows (e.g., primary, secondary, sludge, or solids) through various processes of the treatment plant.

The Wastewater Division currently has 10 Moyno pumps that require continuous maintenance, service, and replacement parts. Since NOV is both the manufacturer and distributor of these Moyno progressive cavity pumps, they can provide the procurement of non-competitive/sole source pricing for these parts.

The cost is included in MUED's FY 2023/2024 budget.

05 April 2023

Mr. Fernando Mata
Wastewater Operations Superintendent
Municipal Utilities and Engineering Dept
1950 N. Nevada St.
Redlands,CA 92374

RE: Moyno Sole Source Letter

Good afternoon Fernando,

This letter confirms as of, 05 April 2023, **National Oilwell Varco**, the sole OEM manufacturer of genuine **MoynoTM** pumps and parts worldwide will be the sole provider and direct seller of **Moyno** products to the **City of Redlands**.

We appreciate your business and continued support.

Respectfully yours,

Steven Messina

Steven Messina
NOV/Moyno Area Sales Manager
Western United States
C 707 210 7916
E steven.messina@nov.com

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Service, Warranty Work, & Supplies for GapVax & CUES
Account #: 521900-7102 (20K), 7205 (50K), 7208 (75K), 501900-7208 (25K)
Vendor: Plumbers Depot
Amount: $195,000.00

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☑	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.04 08:29:34 -07'00' Date: 5/4/23

rev. 10.29.18

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: 4/27/23

TO: Purchasing Division

FROM: 521900-7102 (20K), 7205 (50K), 7208 (75K), 501900-7208 (25k

Purchase Requisition # Plumbers Depot

Estimated Total Cost: $ $195,000.00

Proposed Vendor: Plumbers Depot

Request Term: 2023-24

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

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

INSTRUCTIONS

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

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

Existing Equipment: GapVax&CUES

Manufacturer/Model Number: MC1510-3S4S,HV44 Wet/Dry, DUC, Granite

Age: 5-10yrs

Current Estimated Value: $1M

☒ 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:

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:

Service, Warranty Work, & Supplies for GapVax & CUES

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**

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.04 08:30:22 -07'00' 05/04/23

Prepared by Date

5/4/23

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: James Estrada, Wastewater Collection System Supervisor

DATE: April 27, 2023

SUBJECT: Sole/Source Memo Plumbers Depot, Inc.

The Municipal Utilities & Engineering Department is requesting to use Plumber Depot Inc. for the service, maintenance, and replacement of parts for the wastewater collection and water distribution teams' GapVax and CUES camera systems. These pieces of equipment are critical for the teams' daily operations in maintaining clean sewer lines, responding to after-hour call-outs, and inspecting and documenting sewer line details throughout the City.

The wastewater and water distribution division currently has three (3) GapVax trucks and one (1) CUES camera system that require continuous maintenance, service, software upgrades, and replacement parts. Plumber Depot Inc. can provide the procurement of non-competitive/sole source pricing of this equipment.

The cost is already included in MUED's FY 2022/2023 budget.

"The Standard of the Industry"

CUES WEST

1943 S. Augusta Ct.
Ontario, CA 91761
(909) 923-2001
(909) 923-2091 (Fax)
(800) 544-8695 (WATTS)

April 1, 2023

Cues Sole Source/OEM

Plumbers Depot Inc, Hawthorne CA is the Sole Distributor of Cues Products and repairs in Southern California.

- CUES is the sole manufacture and supplier of "OEM ***(Original Equipment Manufacturer)"*** products/parts for your existing CUES TV equipment. Due to compatibility and warranty issues CUES recommends the purchase of "OEM" components and parts.
- CUES West maintains several million dollars in parts and loaner inventory that eliminates the need to have excessive parts stocked at your facility.
- There is one factory direct OEM service center located in Ontario, CA. This allows for easy **same day support** which will limit downtime and maximize return on investment.

Feel free to contact me with any questions.

Regards,

Matt Olson
Regional Sales Manager
molson@cuesinc.com

January 3, 2023

RE: Plumbers Depot, Sole Source Provider of GapVax Products

To Whom It May Concern,

The purpose of this letter is to confirm that Plumber Depot is the sole GapVax factory authorized dealership for Southern California for GapVax MC Series combination trucks, service, repairs and trouble shooting.

Contact:

Plumbers Depot
3921 West 139th Street
Hawthorne, CA 90250
Phone 310-355-1700
Cell 310-753-1110
Contact: Jose Martin

Please feel free to contact me with any questions or concerns.

Thank you,

Matthew Hughes
Senior Vice President, Sales
GapVax Inc.
Phone 814-535-6766

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Repair & Replacement of Pioneer, Vaughan & Borger Pumps
Account #: 521900-6710 (60K), 7208 (100K)
Vendor: Rockwell Engineering
Amount: $160,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☑	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.04 09:05:20 -07'00' Date: 5/4/23

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: 4/27/23

TO: Purchasing Division

FROM: 521900-6710 (60K), 7208 (100K)

Purchase Requisition # Rockwell Engineering

Estimated Total Cost: $ $160,000

Proposed Vendor: Rockwell Engineering & Equipment

Request Term: 2023/24

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

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

INSTRUCTIONS

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

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

Existing Equipment: Vaughan Chopper Pumps/Pioneer, Borger Pumps

Manufacturer/Model Number: ____

Age: 1-35 Yrs

Current Estimated Value: $170,000

☒ 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:

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:

Repair & Replacement of Pioneer, Vaughan & Borger Pumps

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**

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.04 09:05:51 -07'00' 05/04/23

Prepared by Date

Department Director 5/4/23

Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: April 27, 2023

SUBJECT: Sole/Source Memo Rockwell Engineering & Equip Co Inc.

The Municipal Utilities & Engineering Department is requesting to use Rockwell Engineering & Equipment Co. Inc. for the parts, replacement, and services of chopper, rotary, and centrifugal pumps at the Wastewater Reclamation Facility. The City of Redlands has had a 15-year relationship with Rockwell Engineering & Equipment, who are designated as the exclusive providers for the procurement of Vaughan Chopper Pumps, Pioneer Centrifugal Pumps, and Boeger Rotary Lobe Pumps.

Vaughan Chopper Pumps have been in use for the last 15-20 years at all Digesters and the MBR system and require proper preventative maintenance parts and supplies. These centrifugal pumps are designed to fragment all incoming solids before pumping to other processes throughout the WWTP, protecting pumps from clogging and providing benefits to downstream components, processes, and the environment.

Borger Rotary Lobe Pumps are self-priming, valve-less, positive displacement pumps that offer 100% efficiency of each pump and no leaking of any seals. These pumps transfer solids from the dissolved air flotation facilities in the solids handling facility, providing energy and labor cost savings.

Pioneer Pumps are in place at the WWTP to provide process flow of the waste activated sludge in both the conventional treatment and the MBR system. These high-performing pumps are in continuous operation throughout the 24-hour day and handle large amounts of sludge handling to the digesters.

The cost for these services and equipment is already included in MUED's FY 2023/2024 budget.

BORGER®

March 28, 2023

To Whom It May Concern:

This letter is to confirm that:

Rockwell Engineering and Equipment
2913 El Camino Real
Suite 337
Tustin CA 92782

Is the sole authorized distributor for Borger pumps, parts, and service in the Municipal Market for the State of California.

Thank you,

Dale Mork, Regional Sales Manager

Boerger, LLC
2860 Water Tower Place
Chanhassen, MN 55317
dmo@boergerllc.com

PIONEER PUMP
PERFORMANCE THROUGH INNOVATION™

Franklin Electric / Pioneer Pump
310 Sequoia Pkwy.
Canby, OR 97103

Date: April 11, 2023

ATT: City of Redlands, CA

Subject: Sole Source Letter

To whom it may concern,

This letter is to inform you that Rockwell Engineering operating out of Tustin CA, is the sole source for Pioneer Pump's SC line of Centrifugal Pumps in Southern California. Pioneer does not have any agreement nor contract with any other resellers or distributors in the southern region of California for the SC products quoted by Rockwell Engineering to the City of Redlands Wastewater Treatment Plant.

Please let us know if there is any additional information that Pioneer Pump or Rockwell Engineering can provide. We thank you for your business.

Regards,

Eric D. Burleigh

Southwest US Territory Manager
Franklin Electric / Pioneer Pump
619-770-7423

April 3, 2023

City of Redlands
1950 N. Nevada Street
Redlands, CA 92374

To Whom It May Concern:

The appointed Vaughan Company Inc. Representative and sole source for the City of Redlands, CA including sales, service and parts is Rockwell Engineering Please contact them for pricing, information and any other assistance you require.

Rockwell Engineering & Equipment Co., Inc.

2913 El Camino Real, Suite #337
Tustin, CA 92782

Contact: Mike Langdon
Cell: 714-788-2767
Email: mike@rockwellengineering.com

Sincerely



Stefanie Vaughan
Vaughan Company, Inc.
Phone: 360.249.4042 ext. 227
E-Mail: stefanie@chopperpumps.com

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: FINESCREEN SERVICE & REPALCEMENT PARTS
Account #: 521900-6710 ($8,000), 7208 ($25,000)
Vendor: SAVECO NORTH AMERICA
Amount: $33,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☐	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.04 09:07:28 -07'00' Date: 5/4/23

rev. 10.29.18

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: 5/3/23

TO: Purchasing Division

FROM: 521900-6710 ($8,000), 7208 ($25,000)

Purchase Requisition # SAVECO NORTH AM

Estimated Total Cost: $ $33,000

Proposed Vendor: SAVECO NORTH AMERICA

Request Term: FY 2023/24

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

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

INSTRUCTIONS

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

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

Existing Equipment: FLO-DRUM ROTATING DRUM

Manufacturer/Model Number: ENVIRO-CARE/VSA 1800/2-T MBR

Age: 1.5 YRS

Current Estimated Value: 1M

☒ 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:

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:

FINESCREEN SERVICE & REPALCEMENT PARTS

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.
FERNANDO MATA

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

WW stafff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardize equipment.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.04 09:07:53 -07'00' 05/04/23

Prepared by Date

Department Director 5/4/23

Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: April 24, 2023

SUBJECT: Sole/Single Source Memo SAVECO NORTH AMERICA INC.

The Municipal Utilities & Engineering Department is requesting to utilize SAVECO for maintenance and replacement parts for the fine screens at the city's wastewater treatment plant. These fine screens are essential for filtering out physical objects before the biological treatment process in the aeration basins and the Membrane Bioreactor (MBR) system.

The Wastewater Division has three (3) Flo-Drum Rotating Drum Screen that operate continuously and require maintenance, service, and part(s) replacement. SAVECO North America can provide the procurement of non-competitive/sole source pricing of these fine screens since they are the manufacturers and distributors.

The cost is included in MUED's FY 2023/2024 budget.

SAVECO
Member of WAMGROUP
Formerly Enviro-Care

3-30-2023

Redlands WWTF
1950 Nevada St
Redlands, CA 92374

Attention To Whom it May Concern

SAVÉCO (http://savecowaterna.com) (formerly called Enviro-Care) is the wholly owned by WAMGROUP https://wamgroup.it .

SAVI is a WAMGROUP equipment brand that is exclusively sold and serviced by SAVECO in North America.

SAVÉCO is the sole source and only authorized company in North America for OEM parts on any equipment sold by SAVI brand name.

For all of your equipment parts needs, please contact: **SAVÉCO North America**

1570 St. Paul Ave
Gurnee, IL 60031
TEL: (815) 636-8306
FAX: (847) 672-7968
EMAIL: Parts@savecowaterna.com
WEB: www.savecowaterna.com

Please contact me if you have any further questions.

Best Regards,

Steve Rioux
President

WAMGROUP® BRANDS

SEPCOM®
Solids-Liquid Separation Equipment

SPECO®
Waste Water Treatment Equipment

SAVI
Solutions for Waste Water Treatment Plants

Enviro-Care
Solutions for Waste Water Treatment Plants

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: Well & Booster Pump Motors
Account #: 501900 / 521900
Vendor: Sulzer
Amount: $180,000

1.	☐	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☐	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☐	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.04 09:28:22 -07'00' Date: 5/4/23

rev. 10.29.18

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: 4/24/23

TO: Purchasing Division

FROM: MUED

Purchase Requisition # Annual PO

Estimated Total Cost: $ 180,000

Proposed Vendor: Sulzer

Request Term: FY 2023/2024

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: Well & Booster Pump Motors

Manufacturer/Model Number: US Motors

Age: 1 - 15

Current Estimated Value: $350,000

☒ 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:

Documentation attached separately

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**
Explore the use of service providers outside of the south west region.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.04 09:29:20 -07'00' 05/04/23
Prepared by Date

Department Director 5/4/23
Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
Director

TO: Dana Abramovitz, Purchasing

FROM: Paul Mariscal, Water Production Operations & Maintenance Superintendent
Fernando Mata, Wastewater Utility Manager

DATE: April 24, 2023

SUBJECT: Sole/Single Source Memo Sulzer

MUED is requesting to utilize Sulzer to provide repair parts and materials, maintenance and service for the City's Water and Wastewater well and booster pump equipment.

Sulzer is recognized as an Electrical Apparatus Service Association (EASA) member and service center. EASA has developed an international accreditation program to evaluate service centers for compliance with prescribed best practices that are followed to maintain motor efficiency and reliability during electrical and mechanical repairs. Sulzer is relied upon to provide warranty work and other repairs and parts needed to maintain the City's wells and booster pump motors on a routine basis and in the event of an emergency.

Sulzer is also a US Motors authorized supplier which is a standardized electrical motor utilized in many of the City's deep well pump applications. Us Motors has been used by the City to operate its critical infrastructure for over 40 years and has benefited from its local relationship with Sulzer.

Below is additional supporting justification for utilizing Sulzer as a sole/single source provider.

Sulzer:

- US Motor standardization allows for electric motors to be compatible based on horsepower and frame size allowing for motor repairs and replacement to be more cost effective
- US Motors distributor accredited by Electrical Apparatus Service Association (EASA)
- Conformance to AR100 standards which conforms to best practice
- Provides warranty work as a US Motors authorized supplier
- Only US Motor EASA vendor within a 75 mile radius.
- Only motor rewind shop capable of rewinding motors up to 500HP within 100 mile radius.
- Sulzer offers a full service machine shop.

SULZER

Sulzer EMS
Colton Service Center
620 S Rancho Ave
Colton, California 92324

Telephone: 909-825-7971

Paul Mariscal
City of Redlands

Colton Service Center what sets us apart.

Sulzer Electro Mechanical Services (US) Inc. is the only motor repair service in 60 miles that carries an EASA Accreditation. We strictly adhere to the AR100-2015 Standard. We are also Green motor accredited. We will also become an ISO 9001, ISO 14001, and ISO 145001 certified by 2024.

Sulzer Electro Mechanical Services (US) Inc. carries, and is an authorized distributor, for US Motors (Nidec), GE, ABB/Baldor, Lesson, Tatung, Toshiba, Euro Drive, Worldwide, Marathon, and Leroy Somers. We are also an authorized warranty center for GE, Baldor, and US motors.

Sulzer Electro Mechanical Services (US) Inc. is part of 6 service centers across the US with years of combined experience on all motors.

Sulzer Electro Mechanical Services (US) Inc. Safety record is unmatched with 0 reportable injuries in 4 years.

Sulzer Electro Mechanical Services (US) Inc. sends detailed reports with all repairs.

Sulzer Electro Mechanical Services (US) Inc. is authorized to sale and install Toshiba drives and we have the engineering and CAD capabilities for most LV drive needs.

Thank you for considering us for a contract renewal

Gary Patton
Service Center Manager
Sulzer EMS
Colton CA
(909) 825-7971 EXT 141

SULZER

Electro Mechanical Services Colton Service Center 620 S Rancho Avenue Colton, CA USA 92324 Phone 909-825-7971 Fax 909-825-6312
www.sulzer.com

Rates are effective for the entire duration of March 1, 2023 to March 1, 2024.

Item No.	Description	Price
4540	Shop Labor ST	$130.00
4595	Shop Labor OT	$163.00
4596	Shop Labor DT	$214.00
4520	Field Service, Labor Non-Prevailing Wage	$146.00
4520	Field Service, Labor Non-Prevailing Wage OT	$214.00
4520	Field Service, Labor Non-Prevailing Wage DT	$282.00
4520	Prevailing Wage Field Service, Labor*	$174.00
4521	Prevailing Wage Field Service Labor OT*	$256.00
4522	Prevailing Wage Field Service Labor, DT*	$338.00
	* Price reflects prevailing wage req'd by CA	

SULZER CONFIDENTIAL

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: SERVICE & SUPPLIES FOR BIO-GAS CONDITIONING
Account #: 521900-6710($80,000),7803($100,000),7208($16,000)
Vendor: UNISON SOLUTIONS, INC.
Amount: 196,000

1.	☑	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☐	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.04 09:41:53 -07'00' Date: 5/4/23

rev. 10.29.18

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: 5/3/23

TO: Purchasing Division

FROM: 521900-6710($80,000),7803($100,000),7208($16,000)

Purchase Requisition # UNISON SOLUTIONS

Estimated Total Cost: $ 196,000

Proposed Vendor: UNISON SOLUTIONS, INC

Request Term: FY 2023/24

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

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

INSTRUCTIONS

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

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

Existing Equipment: BIO-GAS CONDITIONING SKID & CHILLER

Manufacturer/Model Number: BGS-170-331-HS

Age: 1.5 YRS

Current Estimated Value: 3.0M

☒ 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:

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:

SERVICE & SUPPLIES FOR BIO-GAS CONDITIONING

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.
FERNANDO MATA DAVE GIANNINI

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

Wastewater Staff would be required to consult and seek an alternative provider and technology, affecting City's efforts to standardized equipment.

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

Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.04 09:42:14 -07'00' 05/04/23
Prepared by Date

Department Director 5/4/23
Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

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

John R. Harris
MUED Director

TO: Dana Abramovitz-Daniel, Procurement Manager

FROM: Fernando Mata, Wastewater Utility Manager

DATE: April 24, 2023

SUBJECT: Sole/Single Source Memo Unison Solutions, Inc

The Municipal Utilities & Engineering Department is requesting to utilize Unison Solutions for services and removal/replacement of gas conditioning media for the biogas conditioning system parts. The new gas conditioning unit at the wastewater treatment plant is in place to purify biogas, removing siloxane/VOC and hydrogen sulfide, in accordance with regional air quality guidelines.

Since Unison Solutions is the manufacturer of the skid and removal media, these products must be purchased directly from Unison Solutions. Therefore, Unison Solutions can provide non-competitive/sole source pricing for services and the removal/replacement of gas conditioning media.

The cost is included in MUED's FY 2023/2024 budget.

UNISON
SOLUTIONS

April 18, 2023

Fernando Mata
Wastewater Utility Manager
City of Redlands Wastewater Treatment
Subject: Sole Source Representative

Dear Mr. Mata:

Unison Solutions, Inc. is the sole manufacture of its products and the exclusive provider for any ancillary products within its scope. New products, OEM repair parts, repairs and maintenance for Unison supplied equipment including ancillary equipment can only be provided by Unison Solutions, Inc.

Your contact for Unison Solutions, Inc. is:

Don Weeden
Unison Solutions, Inc.
5451 Chavenelle Rd
Dubuque, IA 52002
P 563-585-0967
F 563-585-0970
C 563-542-6577
don.weeden@unisonsolutions.com

If you have questions regarding this issue, please contact me at your convenience.

Sincerely,

Don Weeden
Service Supervisor

UNISON
SOLUTIONS

April 12, 2023

Re: Part numbers UNI-CL15E, UNI-CL2E, UNI-CL15V, UNI-CL2V, UNI-CL15X, UNI-CL2X, UNI-CL3X, UNI-CL3E and UNI-CL3V

To whom it may concern:

This letter is to confirm that the siloxane removal media is a sole source product, sold and distributed exclusively by Unison Solutions, Inc. to meet the requirements of their biogas conditioning system. This product must be purchased directly by institutions from Unison Solutions, Inc. at the following address:

Unison Solutions, Inc.
5451 Chavenelle Rd.
Dubuque, IA 52002
If you desire additional information, please feel free to contact me at 563-585-0967 or visit our website at www.unisonsolutions.com. Thank you for your interest in our products.

Sincerely,

Kim Murdock-Timmerman
Unison Solutions, Inc.

P.O. request CHECKLIST for Bids/Quotes

(Check applicable)

P.O. for: TOC Analyzer Annual Service/ WWTP MBR FACILITY
Account #: 501900-6710($10K),7208($10K)/521900-6710($20K),7208($11K
Vendor: Veolia WTS Analytical
Amount: $51,000

1.	☐	PR
2.	☐	Solicitation (RFB/Q) and NIB
3.	☑	Bid Responses/Analysis/Sole Source/City Clerk Tabulation
4.	☐	Single Bid Survey
5.	☑	W9
6.	☑	Insurance
7.	☐	Bond
8.	☑	Business License
9.	☐	Staff Report (signed)
10.	☐	Agreement (signed)
11.	☐	City Council Minutes/Council Approval
12.	☐	SAM (Purchasing-internal) over $20,000

Completed By: Ashley Rosario Digitally signed by Ashley Rosario Date: 2023.05.04 09:47:09 -07'00' Date: 5/4/23

rev. 10.29.18

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

John R. Harris
Director

TO: Dana Abramovitz, Purchasing Manager

FROM: Paul Mariscal, Water Operations & Maintenance Superintendent
Fernando Mata, Wastewater Utility Manager

DATE: April 24, 2023

SUBJECT: Veolia WTS Analytical Sole/Single Source Request

MUED is requesting to utilize Veolia WTS Analytical for preventive maintenance, parts, and service of (2) Sievers M5310 online Total Organic Carbon (TOC) analyzers. These analyzers are used in the City's surface water treatment plants, and in addition, the wastewater treatment plant's Membrane Bioreactor facility (MBR) commissioned in 2003 is designed and patented by Veolia WTS. TOC analysis is a key component of water treatment plant operations, which helps to assure proper plant operation and maintain regulatory compliance. The MBR facility is comprised of proprietary technology developed by Zenon, a wholly-owned business of Veolia WTS. Without properly maintained and operating analyzers and process equipment, the City's water and wastewater treatment plant facilities risk regulatory compliance monitoring violations and the inability to produce potable and recycled water for customers.

The attached rep letter explains that Veolia WTS Analytical is the sole manufacturer of Sievers products, OEM repair/replacement parts, consumables, including Sievers certified reference materials and vials, repairs, and maintenance. A subsequent letter confirms that a sole source purchase with Veolia WTS will be required to procure parts and/or service for the MBR facility. Therefore, service and support materials are not available through alternative suppliers.

Funding for this request is available in the water/wastewater operations fund 501900/521900.

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: 5/4/23

TO: Purchasing Division

FROM: MUED - Water & Wastewater

Purchase Requisition # Annual PO

Estimated Total Cost: $ 51,000

Proposed Vendor: Veolia WTS Analytical

Request Term: FY 23/24

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

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

INSTRUCTIONS

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

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

Existing Equipment: (2) Sievers M5310C Online TOC Analyzers

Manufacturer/Model Number: Sievers/M5310C

Age: 3yr

Current Estimated Value: $60,000

☐ 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:

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

Explore alturnatived suppliers who would also require sole source support.

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

Paul Mariscal — 5/4/23

Prepared by — Date

5/4/23

Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

City of Redlands
Redlands, CA
Attention: Fernando Mata

Jason Diamond
Municipal Regional Lifecycle Manager
Water Technologies & Solutions

April 5, 2023

Dear Mr. Mata:

This letter is provided to confirm that a Sole Source Purchase with ZENON Environmental Corporation, a division of Veolia Water Technologies & Solutions (Veolia WTS), will be required to procure parts and/or services for ZeeWeed® hollow fiber immersed ultrafiltration membrane systems. ZeeWeed® membrane systems are a proprietary technology developed by ZENON Environmental Corporation, a wholly owned business of Veolia WTS, subject to multiple patents. As a result, only Veolia WTS can manufacture and supply ZeeWeed® membranes & components directly to customers or via one of our approved partners.

Research and development work by Veolia WTS is regularly producing process and technology upgrade options. At the point where system upgrades are required, Veolia WTS will work closely with each client to select the best options specific for your plant.

Veolia WTS has structured the after-purchase support of our ZeeWeed® clients to assure access to a very high level of service and product support. VWTS has a service team with extensive experience and the capabilities to provide technical and engineering services distinctive to maintaining a high level of performance from the ZeeWeed® hollow fiber ultrafiltration membranes. VWTS offers these unique services:

1. Insight™ Remote Process Monitoring
2. 24/7 Emergency Telephone Technical Support
3. On-Site Service Visits
4. Membrane Maintenance Services & System Upgrades
5. PLC Control System Component and Programming Upgrades
6. Membrane Replacement Planning
7. System spare parts

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jason Diamond, P.Eng.
Regional Lifecycle Manager
Veolia Water Technologies & Solutions

Veolia Water Technologies & Solutions
Head office: 3600 Horizon Blvd. Trevose, PA 19053
off. +1-215-533-0000 - fax +215-633-0000
www.watertechnologies.com

ZENON Environmental Corporation
3239 Dundas St. W. Oakville, ON Canada
off. +1-905-465-3030

Cintas Corporation

America's Leader in the Service Industry

CINTAS. READY FOR THE WORKDAY

Overview

Contract Documentation

Resources

Uniform Rental

Uniform Purchase

Facility Services

First Aid and Safety

Fire Protection

Total Clean Program

COVID-19 Resources

REQUEST CONTRACT INFORMATION



CINTAS OVERVIEW

Facilities Management Products and Solutions

Prince William County Public Schools, VA

Contract Number: R-BB-19002

December 13, 2018 through October 31, 2023
Option to renew for (2) additional two-year periods through October 31, 2027
RENEWED THROUGH October 31, 2027

Executive Summary

- Uniform Guidance
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- New Jersey LFN Packet
- Contract Renewal 1
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 9
- Contract Amendment 10

Response Evaluation

- Response Evaluation and Notice of Award

Solicitation Process

- Original RFP Document
- RFP Amendment
- Proof of Publication

Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services

City of Tucson, AZ

Contract Number: 222886

July 15, 2022 through July 14, 2025
Option to renew for one additional two-year period through July 14, 2027

Executive Summary

- Executive Summary - OMNIA Partners

Contract #R-BB-19002 - FACITILIES MAINTENANCE SOLUTIONS
DISCOUNT BY PRODUCT CATEGORY

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	10%-32%	Cintas has committed to US Communities participating public agencies a 10% discount off of National Account Book Pricing for all items. National Account book pricing is, generally, 20%-25% off of local pricing structure.
2 Uniform Leasing	10%	
3 Uniform Purchase	10%-50%	
4 Shoe Purchase	10%	
5 Mat/Mop Rental	10%-56%	
6 Mat/Mop Leasing	10%	
7 Mat/Mop Purchase	10%	
8 Restroom Supplies	10%	
9 Restroom Services	10%	
10 Deep Cleaning Services	10%	
11 First Aid/Safety Supplies	10%-60%	Can Vary by product. Minimum savings listed
12 AEDs	10%	
13 Fire Protection Services	10%	
14 Promotional Products	10%	Can Vary by product. Minimum savings listed
15 Miscellaneous	10%	
16 Other	10%	

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE

CINTAS
THE SERVICE PROFESSIONALS

Location No. 698

Agreement No. 210332974

STANDARD RENTAL SERVICE AGREEMENT

Customer No. 14190671

Date: _____

Customer: City of Redlands Phone: 909-798-7506

Address: 1950 Nevada St. City: Redlands State CA Zip: 92374-2845

UNIFORM RENTAL PRICING:

Item #	Description	Unit Price
259	PERFORMANCE POLO	0.378
270	CARGO PANT	0.454
275	HI PERFORMANCE POLO	0.529
280	FR CARHARTT JEAN	0.274
290	CARHARTT FR CARPENTER	1.371
294	CARHARTT FR WORK SH	0.540
299	CINTAS POLO	0.406
330	COTTON WORK SHIRT	0.575
366	HIGH IMAGE JCKET	0.685
370	CARGO SHORTS	0.452
371	FR CARHARTT WORK PANT	0.534
374	CINTAS OXFORD	0.400
381	CARHARTT 5 PKT JEAN	0.653
382	CARHARTT CARP JEAN	0.671
383	CARHARTT PANT	0.738
388	SUSAN CARGO PANTS	0.259
394	CINTAS DENIM JEAN	0.712
525	WOMENS LAB COAT	0.630
596	PLEATED PANTS WOMENS	0.594
59925	LAB COAT	0.341
59935	UNIFORM SHIRT REFLECTIVE TRIM	0.440
59970	PRM LND JKT	0.460
60694	FR COTTON BLEND WORK SHIRT	0.540
61038	COTTON WORK SHIRT	0.420
61356	FR JACKET	2.743
64356	FR JACKET LINER	2.743
66275	POLO WOMENS POLY	0.585
66528	WOMENS OXFORD	0.320
677	PERMA LINED JACKET	0.607
82302	FR COTTON BLEND COVERALL	1.094
82367	INDUSTRIAL WORK SHIRT	0.186
910	COTTON COVERALLS	0.425
912	COVERALL	0.426
935	COMFORT SHIRT	0.254
945	COMFORT PANT	0.291
970	HIP LENGTH JACKET	0.582
	EMBLEM PRICING	
BA0016S	WHITE/WHITE/BLACK*	1.500
BA0200S	WHITE/NAVY/WHITE*	1.500
BA0200S	WHITE/NAVY/WHITE*	1.500
BA0300S	WHITE/CHAR/WHITE*	1.500
BD0200S	WHITE/NAVY/WHITE*	3.000
LXXXXXS	NON-STOCK CUSTOM COMPANY EMBLEM	3.000
LXXXXXS	NON-STOCK CUSTOM COMPANY EMBLEM	3.000
LXXXXXS	NON-STOCK CUSTOM COMPANY EMBLEM	3.000
LXXXXXS	NON-STOCK CUSTOM COMPANY EMBLEM	3.000
LXXXXXS	NON-STOCK CUSTOM COMPANY EMBLEM	3.000
LXXXXXS	NON-STOCK CUSTOM COMPANY EMBLEM	3.000
LXXXXXS	NON-STOCK CUSTOM COMPANY EMBLEM	3.000
LXXXXXS	NON-STOCK CUSTOM COMPANY EMBLEM	3.000
LXXXXXS	NON-STOCK CUSTOM COMPANY EMBLEM	3.000
SB4237S	YEL SIL BDY BK DN SLV	0.000

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- COD Terms $ _____ per week for prior service (if Amount Due is Carried to the Following Week)
- Credit Terms - Charge Payments Due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item: **2160** % of Inventory **5.0%** **$ 0.903** ea.
- Automatic Lost Replacement Charge: Item: **2700** % of Inventory **15.0%** **$ 2.582**
- Automatic Lost Replacement Charge: Item: **2702** % of Inventory **8.0%** **$ 3.121**
- Automatic Lost Replacement Charge: Item: **7717** % of Inventory **2.0%** **$ 1.370** ea.
- Make-Up Charge $ **2.50** per garment
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked, unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $ _____ per garment
- Seasonal Sleeve Change $ _____ per garment
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop Towel container $ _____ per week
- Artwork Charge for LogoMat $ _____
- Uniform Storage Lockers $ _____ ea/week, Laundry Lock-up: $ _____ ea/week Shipping: $ _____
- Service Charge $ _____ per delivery

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer Agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $ 5.00 per garment will be assessed for employees size changed within 4 weeks of installation.
- Uniform Advantage $ _____ per garment. Premium Advantage $ _____ per garment. Uniform and Premiom Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage at any time.
- Emblem Advantage $ _____ per garmen . Emblem Advantage covers name and company emblems initially selected by Customer The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
- Prep Advantage $ _____ per garmen . Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Inventory	Unit Price
10223	3x5 xtrac mat indigo	4	ANY	20.002
10223	3x5 xtrac mat indigo	1	ANY	7.000
1810	3x5 duralite mat	1	ANY	3.304
1919	2x3 wellness af mat onyx	1	ANY	4.320
1947	36" mop frame	1	ANY	0.000
2160	small shop towel red	1	ANY	0.084
2191	fender cover	1	ANY	0.767
2477	3x5 scraper mat	1	ANY	3.041
2590	36" dust mop	4	ANY	3.035
2590	36" dust mop	1	ANY	1.348
2700	terry towel	1	ANY	0.178
2702	terry towel blue	1	ANY	0.130
3030	linen bag rack	1	ANY	0.000
3032	linen bag rack	1	ANY	0.000
45698	b&v air care refill	1	ANY	5.238

6924	wood dust mop handle	1	ANY	0.000
7540	grey microfiber wie	1	ANY	0.178
7717	white microfiber wipe	1	ANY	0.213
8000	locker 8 comp hanger	1	ANY	4.975
8004	laundry lock up	1	ANY	4.192
8018	small shop towel can	1	ANY	4.114
84020	3x10 blue mat	1	ANY	3.047
84030	3x10 gray mat	1	ANY	4.178
84035	3x10 black mat	1	ANY	4.178
84302	3x5 safety mat	1	ANY	2.842
84320	3x5 blue mat	1	ANY	2.632
84330	3x5 gray mat	1	ANY	2.842
84335	3x5 black mat	1	ANY	2.842
84401	4x6 logo mat	1	ANY	6.925
84420	4x6 blue mat	1	ANY	7.692
84430	4x6 gray mat	1	ANY	3.511
84432	4x6 gray 90ML mat	1	ANY	2.560
84435	4x6 black mat	1	ANY	2.560

☐ _____ Initial and check box if Unilease. All garments will be cleaned by Customer.
DATE

☐ _____ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer
DATE

☐ _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee, or Custoemr deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.
DATE

Customer Certifies it ____ is ____ is not a federal, state, or local government branch or agency.

Cintas Loc. No. 698 Please Sign Name _____

By _____ Please Print Name _____

Title _____ Please Print Title _____

Accepted-GM: _____ E-mail _____

CINTAS

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.
2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. Flame retardant and acid resistant garments are available from Company upon request. Customer agrees to notify its employees that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer agrees to notify Company, in writing of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
5. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (I.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Pricing.
6. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, 60 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. If the Customer receives discount pricing due to bundling of products/services. Customer acknowledges that discount is subject to Customer continuing the bundling of the product/services. Should Customer discontinue bundling, pricing may be increased to the non-discounted pricing. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
7. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
8. Customer hereby agrees to defend. indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
9. **Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.**
10. Additional Customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof this agreement. and subject to all of its provisions. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term. or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
11. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additiional product and services addes after the initial invoice.
12. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts. and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.
13. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
14. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations. agreements and understandings with respect thereto. This agreement may only be amended by a written document executed by all parties
15 This Agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Cintas, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in a writing signed by a President or Senior Vice President of Cintas.

Facilities MRO and Industrial Supplies (2018 - 2023)

W. W. Grainger, Inc.

Scope Pricing News Download Model PA

Awarded Categories: All

Area of Service Offered: Nationwide

Participating Addenda

State Participating Addenda

Alaska
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Hawaii
Idaho
Iowa
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Texas
Utah
Virginia
Washington
Wisconsin
Wyoming

How Local Public Entities and Other Eligible Entities Participate

Contractor Contact

Christopher Carroll
christopher.carroll@grainger.com
(706) 424-1743
www.grainger.com/content/naspo

Awarded	Expiration	Renewal Limit
04/25/2018	06/30/2024	06/30/2024

Documents/Details

Master Agreement Documents +

Pricing Documents +

Product Documents +

Give Feedback

Didn't find what you need click here

EXHIBIT B-1 to NASPO ValuePoint Master Agreement

Percentage Off Discount:

Percentage off list per awarded category

Contractor shall apply the following discount percentages to all purchases:

Category	Discount
1. Janitorial Equipment & Supplies (does not include Sanitation Cleaning Chemicals)	17%
2. Sanitation Cleaning Chemicals & Supplies (does not include Janitorial Equipment & Supplies	22%
3. Fasteners	35%
4. Material Handling	11%
5. Plumbing	20%
6. Power Source	19%
7. Outdoor Garden	13%
8. Lamps & Lighting and Ballasts	22%
9. HVAC	17%
10. Hand Tools	14%
11. Power Tools (excluding automotive related tools and products)	11%
12. Electrical	23%
13. Paint	13%
14. Security	17%
15. Safety (does not include any public safety equipment)	19%

The Contractor's Percentage off list discount will not be reduced throughout the life of the Master Agreement except, Contractor can however provide a higher percentage off list discount by providing the Lead State a thirty (30) day notice and Lead State approving the discount.

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-18-51-02

FACILITIES MAINTENANCE AND REPAIR & OPERATIONS (MRO) AND IDUSTRIAL SUPPLIES

Oregon NASPO ValuePoint Master Agreement No. 8496

W.W. Grainger, Inc. (Contractor)

This Participating Addendum Number 7-18-51-02 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and *W.W. GRAINGER, INC* (hereafter referred to as "Contractor") under the lead State of Oregon NASPO ValuePoint Master Agreement Number 8496.

1. SCOPE

A. This Participating Addendum covers the purchase of Janitorial Equipment & Supplies, Sanitation Cleaning Chemicals & Supplies, Fasteners, Material Handling, Plumbing, Power Sources, Outdoor Garden, Lamps & Lighting and Ballasts, Heating Ventilation Air Conditioning (HVAC), Hand Tools, Power Tools (excluding automotive related tools and products), Electrical, Paint, Security, and Safety (does not include any Public Safety Equipment) products under the Oregon NASPO ValuePoint Master Agreement. The Oregon NASPO ValuePoint Master Agreement Number 8496 is hereby incorporated by reference. Product categories included under this Participating Addendum are identified in Section 6

B. This Participating Addendum is available for use by California state agencies and political subdivisions/local governments. For the purposes of this agreement, a political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds.

C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Oregon NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TECHNICAL SPECIFICATIONS

Technical specifications apply to both state and local government and include recently implemented state regulations. Suppliers shall comply with all laws, regulations and technical specifications provided herein.

a. Agencies are to buy EPP products whenever they meet the agencies' needs while considering factors such as cost, performance and availability. Examples of EPP products are listed in the Department of General Services Purchasing Standards, and include but are not limited to janitorial cleaners, janitorial paper products, LED lamps, office desk lamps, seating, and televisions.

b. Environmental benefit claims concerning products or services must be consistent with the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Terms. Product environmental claims are to include the industry standard the product meets and certifier. A copy of the certification must be supplied upon request if it is not publically available for verification. Products claiming environmental benefits must

include the industry standard it meets within the catalog product description.

c. Thermostat products must be Energy Star certified (https://www.energystar.gov/products/heating_cooling/programmable_thermostats).

d. At the request of the purchaser, contractor shall provide the minimum percentage by weight, if not the exact percentage, of recycled content in each of the products and associated shipping/packaging materials sold. The recycled content shall include both post-consumer recycled content (PCRC) and pre-consumer (post-industrial) recycle content percentages. All products sold to State Agencies shall include the recycled content, both RC and PCRC for each item purchased. Products compliant with State Agency Buy Recycled Campaign (SABRC) PCRC minimums shall be identified in the catalog product description as "SABRC Compliant". SABRC eligibility is dependent on products meeting the minimum PCRC per product category as defined in PCC§12209. See Cal Recycled SABRC Program requirements for suppliers.

e. Consumer products containing volatile organic compounds (VOC) shall be compliant with the laws and regulations for reducing the emissions of consumer products. Contractor is required to report sales in accordance with this regulation. [Title 17 California Code of Regulations Sections 94507-94517. (17CCR§ 94507-94517)] See Regulations for Reducing Emissions in Consumer Products for further information. VOC containing products shall identify the percent VOC by weight in the catalog product description and where available, the Global Warming Potential (GWP) for multipurpose solvents and paint thinners.

f. Indoor air cleaning devices not in compliance with the regulation for Limiting Ozone Emissions from Indoor Air Cleaning Devices] are prohibited for sale in the state of California. Prohibited products shall be identified as "Does not meet California Requirements, cannot be shipped to California." Exempted products shall state the reason the exemption applies i.e. "Solely for industrial use. Potential health hazard: emits ozone." [17CCR§94800- §94810]. Further manufacturer and distributer information can be found at: http://www.arb.ca.gov/research/indoor/aircleaners/manufacturers.htm.

g. Aerosol Adhesives for consumer, industrial and commercial uses shall comply with the aerosol adhesive standards as specified in HSC§41712. Only adhesives and sealants that are South Coast Air Quality Management District (SCAQMD), Rule #1168 and Bay Area Air Quality Management District (BAAQMD), Rule #51 compliant shall be sold to state agencies Aerosol Adhesives SCAQMD and BAAQMD compliant shall be identified and the VOC (weight per volume/grams per liter) provided within the catalog product description.

h. The state of California regulates exhaust emissions of off-road powered equipment. Engines and equipment offered for sale in the state of California shall be California Air Resource Board (CARB) certified and reference the CARB Executive Order (EO) number. (13CCR Chapter 9 Article 1). Examples include: lawnmowers, chainsaws, line trimmers, backpack blowers, edger, brush cutter, generators, pumps, compressors, tractors, forklifts, leaf blowers, vacuums, snow blowers, floor polishing equipment, concrete polishers, pressure washer, tiller, etc. See California Air Resources Board Off-Road Certification Database for a list of compliant products. Off-road power equipment must be identified as "CARB Certified" and include within the catalog product description its EO number.

i. High-Global Warming Potential (High-GWP) refrigerants for stationary sources are restricted for sale in the state of California. Compliance with these regulations requires the supplier to track and sell High-GWP refrigerants only to authorized purchasers. (17CCR Subarticle 5.1, §95380-§95398.) See California Air Resources Board Refrigerant Management Program – for Regulated Refrigerants. Refrigerants must include their GWP_{100yr} value within the catalog product description.

j. Appliance products not in compliance with California 2010 Appliance Efficiency Standards are prohibited for sale within the State of California (20CCR §1601-§1609.). Only appliances that are Energy Star® qualified shall be sold to state agencies. Appliances must meet most recent energy Star® standards. Examples of appliances covered under the California 2010 Appliance Efficiency Standards include: central air conditioners (CAC), refrigeration products, cooking and washing products, transformer products, electronics, water heater products, fans and dehumidifiers, heat pumps, heating products, lighting products, motor products, non-central AC and HP products and plumbing products. See The California Energy Commission Appliance Efficiency Database for list of compliant products.

k. Plastic trash bags (thickness of 0.7 mil or greater) when sold in California shall contain at least 10 percent by weight PCRC material. Manufacturers and suppliers of plastic trash bags must be compliant with California Plastic Trash Bag laws (PRC§ 42290 et seq and 14CCR§ 17979 et seq Article 5.) See CalRecycled Recycled Content Plastic Trash Bag Program for a list of compliant manufacturers and suppliers. All plastic trash bags offered for sale must identify in the catalog product description the thickness (mil) and manufacturer.

l. Vacuum cleaners and deep cleaning extraction equipment shall be Carpet & Rug Institute (CRI) certified. Custodial equipment not meeting these requirements is prohibited for sale to state agencies.

m. Janitorial paper products (bathroom tissue, paper towels, paper napkins, facial tissue and general-purpose industrial wipes) offered on the state of California MRO contracts must meet the minimum requirements listed in the *Department of General Services Purchasing Standard for Janitorial Supplies, Paper Products*, as posted in the Buying Green website or meet the minimum PCRC and/or RC percentages listed in the Janitorial Paper Product Recycle Content Table. Janitorial paper products must identify and include in the catalog product description the percent PCRC and percent RC.

Janitorial Paper Product Recycle Content Table

Commodity	PCRC % Fiber (min)	RC % Fiber (min)	Total RC % (min) by weight
Bathroom Tissue	30	20	40
Paper Towels	40	40	80
Paper Napkins	30	30	60
Facial Tissue	10	30	30

General-purpose Industrial Wipes	40	40	80

n. Chemical cleaners (soaps, cleaners, disinfectants, fresheners, sanitizers and polishes) offered on the state of California MRO contracts must meet the minimum requirements listed in the *Department of General Services Purchasing Standard for Janitorial Supplies, Cleaners,* as posted in the Buying Green website..

o. When buying light emitting diode (LED) bulbs choose bulbs that meet the requirements of the Voluntary California Quality LED Lamp Specification.

p. Packages, packaging components, and packaged retail-ready products offered to the State of California shall be in full compliance with all requirements of California Toxics in Packaging Prevention Act (TPPA), HSC §25214.11- §25214.26.

q. Product Take-Back
Contractor to offer product take-back options for all products characterized as universal waste and products must be managed per the Universal Waste Rule (California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 23, Standard for Universal Waste Management). Use of take-back services shall be optional to any participating state and local agency under this contract.

r. Sustainability/Environmental Practices
Contractor to provide link to their corporate-wide sustainability policy.

3. TERM

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end June 30, 2019 or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

4. TERMS AND CONDITIONS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) *Non-IT Goods* General Provisions (GSPD401Non-IT Commodities) effective 6/8/2010. The seven (7) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf. Exception: Article 11 of the General Provisions, is superseded by Section 4 (Order of Precedence) below.
2) State Departments' use of this master agreement is prohibited when there is a mandatory statewide contract for similar products. The current mandatory statewide contract with products that conflict with this NASPO ValuePoint agreement is listed in

the table below. The exception to this prohibition is when a department obtains a DGS/PD exemption approval. The State departments are responsible for verifying product availability.

Mandatory Statewide Contract		
1-17-62-31A/1-17-62-31B	California Lamp Contract	Lamps/Lighting. Fluorescent Lamps, High Pressure Soduim Lamps, Metal Halide Lamps
1-15-81-05, 1-16-81-05, 1-18-81-05	Plastic Bags Contract	Plastic Bags
1-16-80-10	Paint Recycled Latex	Paint Recycled Latex
1-17-73-02A / 1-17-73-02B / 1-17-73-02C	Food Service Supplies Disposable	Food Service Supplies Disposable
1-13-68-03	Salt Water Softener	Salt Water Softener

5. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

A. California Participating Addendum Number 7-18-51-02
B. Oregon NASPO ValuePoint Master Agreement Number 8496
C. Oregon Solicitation DASPS-2183-17 including all Addendums

6. AVAILABLE PRODUCTS

A. The following product category offerings from the Oregon NASPO ValuePoint Master Agreement Number 8496 are allowed under this Participating Addendum:

Category of Products		
1. Janitorial Equip. & Supplies	**6.** Power Sources	**11.** Power Tools (excluding automotive related tools and products)
2. Sanitation Cleaning Chemicals	**7.** Outdoor Garden	**12.** Electrical
3. Fasteners	**8.** Lamps, Lighting, Ballasts	**13.** Paint
4. Material Handling	**9.** HVAC	**14.** Security
5. Plumbing	**10.** Hand Tools	**15.** Safety (does not include any public safety equipment)

7. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

A. The following restrictions apply to purchases under this Participating Addendum:

1) Public Safety Equipment
2) Automotive Related Tools and Products

8. PRICING

A. Contractor shall submit a price list identifying market basket products offered under this Participating Addendum for the State's approval.

B. The Price List shall include the following:

1) Manufacturer Part Number or Item Number
2) Contract Reference Price (CRP)
3) Discount off CRP Price
4) Contract Net Price

C. Contractor shall submit a written notice of price increases/decreases and a revised Price List for the Lead State's approval.

D. Lead State-approved Price List will be posted on the State's Cal eProcure website.

9. EQUIPMENT ADDITIONS/DELETIONS

A. Contractor may add or delete equipment introduced or removed from the market basket by the manufacturer under the following conditions:

1) Equipment is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
2) Contractor has obtained prior approval from the Oregon NASPO ValuePoint Contract Administrator; and
3) Contractor receives written approval from the California State Contract Administrator.

B. Contractor shall submit a written notice of equipment additions/deletions and a revised market basket list for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.

C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO VALUEPOINT Master Price Agreement.

10. SMALL BUSINESS/DVBE - (AUTHORIZED RESELLERS)

A. Contractor may use State-approved Small Business/DVBE Subcontractors under this Participating Addendum for sales and service functions as defined herein.

B. For the purposes of this Participating Addendum, Small Business/DVBE Subcontractors are classified as follows:

1) "Authorized Resellers"

a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

C. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Servicing Subcontractors.

D. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

E. Subject to the approval of the State, Servicing Subcontractors may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Servicing Subcontractors or changes to current Servicing Subcontractors' contact information at any time during the contract term.

F. Contractor will be required to submit Servicing Subcontractor requests, in a format specified by the State, to the State Contract Administrator for approval.

G. State-approved Servicing Subcontractors will be posted on the State's Cal eProcure website.

11. ORDERING AGENCY RESPONSIBILITIES

A. State department and political subdivision/local government use of this Participating Addendum is optional.

B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

12. DELIVERY

A. Delivery time for in-stock items should not exceed 24-48 hours for all points within the Participating States. Non-stocked items must be delivered within 10 working days. State of California reserves the right to impose restrictions if necessary.

B. F.O.B. (Free On Board) Destination

13. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with Non-IT Commodities General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.

C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

D. Tax must not be included in the report, even if it is on the purchase order.

E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	WW Grainger, Inc.
Name:	Chris Bader
Phone:	(916) 606-8657
Fax:	(916) 371-9376
E-Mail:	Christopher.bader@grainger.com
Address:	3691 Industrial Blvd West Sacramento, CA 95691

B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name:	JJ Espinoza
Phone:	916 375-4393
Fax:	916 376-6371
E-Mail:	jj.espinoza@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days' prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. Agreement

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the Oregon NASPO ValuePoint Master Agreement Number 8496, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	CONTRACTOR
Department of General Services *Agency Name*	W.W. Grainger, Inc. *Contractor Name*
Rhonda Smith 6/21/2018 *Signature of Authorized Signer* *Date Signed*	6/20/18 *Signature of Authorized Signer* *Date Signed*
Angela Shell, Deputy Director *Printed Name and Title of Authorized Signer*	CHRIS BADER Sr. Government Sales Manager *Printed Name and Title of Authorized Signer*
707 Third Street West Sacramento, CA 95605 *Address*	100 Grainger Pkwy Lake Forest, IL, 60045 *Address*

Herc Rentals Inc.

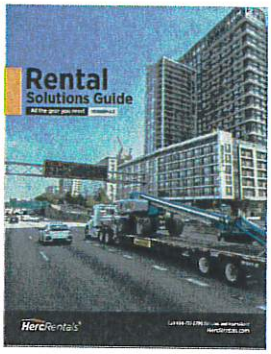
Equipment Rental and Related Services

Herc Rentals™

Overview
Contract Documentation
ProControl and Telematics
Equipment Solutions
Power Solutions
Heating Solutions
Cooling Solutions
Emergency Response
Testimonials
Resources

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

REQUEST CONTRACT INFORMATION



Equipment Rentals and Related Products and Services

City of Charlotte, NC

Contract Number: 2019000318

November 1, 2018 through October 31, 2023
Option to renew for (2) additional two-year periods through October 31, 2027
RENEWED THROUGH October 31, 2025

Executive Summary

- Uniform Guidance
- Pricing
- Due Diligence

Master Agreement Documents

- 2019000318 Master Agreement
- New Jersey Disclosure
- 2019000318 Amendment 1
- 2019000318 Amendment 2
- 2019000318 Amendment 3
- 2019000318 Amendment 3 with Pricing
- 2019000318 Amendment 4
- 2019000318 Amendment 5
- 2019000318 Amendment 6
- 2019000318 Amendment 7
- 2019000318 Amendment 8

Response Evaluation

- Evaluation Documents

Solicitation Process

- RFP 269-2008-047
- RFP 269-2008-047 Addendum 1
- RFP 269-2008-047 Addendum 2
- RFP 269-2008-047 Posting Document

SUPPLIER WEBSITE

Rebates
We have added additional value to the program by offering a volume incentive rebate, effective January 1, 2019 to all PPA's as follows:

- $50,000 to $100,000 = 0.5%
- $100,001 to $250,000 = 1.0%
- $250,001 to $500,000 = 1.5%
- $500,001 to $750,000 = 2.0%
- $750,001 to $1,000,000 = 2.5%
- $1,000,001+ = 3.0%

PPAs will be eligible for this rebate beginning on January 1, 2019, and will be paid within ninety (90) days or sooner of calendar year end. Any agency that starts the program after the first of the year will be prorated. The program will reset every year on January 1st.
To receive the volume incentive the PPA must be in good credit standing with Herc and up to date with their payables.

Additional Savings
Herc is providing additional cost savings by removing our Environmental and Emissions Surcharge which equates to approximately 2% of every transaction and a cost Herc incurs to meet the highest standards of equipment and service. Herc is also waiving the vehicle licensing fee which saves customers up to $2.50 per day and absorbing the transportation surcharge as part of our delivery fees, equating to a 6% savings.

Emergency Response
Throughout our history, we have been heavily involved with disaster preparedness and relief; most recently, before, during and after Hurricane Harvey and Hurricane Irma. As a disaster event occurs or is anticipated, Herc actively monitors the situation and mobilizes equipment in preparation for response and relief efforts. Our presence in the affected areas will deliver power generation, climate control, dehumidification and water removal, as well as other solutions, depending on the event.
In the event of a disaster and due to our long-standing relationship, Herc will honor the contractual pricing for our standard single shift. Double and triple shifts will be billed accordingly based on customer needs. Herc, in reflecting our partnership throughout the years will not mandate a minimum duration, which is standard in the industry.

Exhibit A
Discount Structure, Market Basket Pricing, Additional Fees and Incentives

This Discount Structure, Market Basket Pricing, and Additional Fees are an Exhibit to and is incorporated into the Contract between the City of Charlotte and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

Company must maintain the following fixed percentage discounts off the Company's most current published price list for the life of the Contract. All charges by the Company to the City and/or any Participating Public Agency must not exceed the pricing included in this Exhibit.

The rebate structure offered by the Company will go into effect on January 1, 2019 for the calendar year 2019.

Participating Public Agencies (PPA) can elect to sign the Company's Platinum Pricing Program Agreement under which the PPA will be offered selective pricing levels by the Company in return for PPA's promise to rent equipment exclusively from the Company during the term of the contract, subject to laws and regulations controlling in the PPA's jurisdiction.

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES

Category	Category	Discount (% from published/book rate)	Comments
1	Accessories	17% off Day; 19% off Week; 21% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
2	Accessories - Backhoe Bucket Trench	23% off Day; 40% off Week; 60% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
3	Aerial - Driveable Mast Lift	31% off Day; 40% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
4	Aerial - Driveable Mast Lift 20 FT	32% off Day; 47% off Week; 51% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
5	Aerial - Mast Style Boom Lifts	31% off Day; 37% off Week; 23% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
6	Aerial - Push Around Lifts	24% off Day; 29% off Week; 35% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
7	Aerial Equipment - 105-135' Boom	37% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
8	Aerial Equipment - 12-15' Scissor Lifts	36% off Day; 45% off Week; 51% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
9	Aerial Equipment - 150-185' Boom	15% off Day; 15% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
10	Aerial Equipment - 19' Scissor Lifts Narr	32% off Day; 47% off Week; 51% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
11	Aerial Equipment - 19' Scissor Lifts Narr	38% off Day; 48% off Week; 54% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
12	Aerial Equipment - 20' Scissor Lifts	41% off Day; 44% off Week; 48% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
13	Aerial Equipment - 26' 32-46" Scissor Lif	37% off Day; 44% off Week; 52% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
14	Aerial Equipment - 26' 69" Scissor Lifts	37% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
15	Aerial Equipment - 26' Scisso Lifts Aviat	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
16	Aerial Equipment - 30-34' DSL/DF Boom	37% off Day; 46% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
17	Aerial Equipment - 30-34' Electric Boom	37% off Day; 49% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
18	Aerial Equipment - 30-34' Hybrid Boom	37% off Day; 49% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
19	Aerial Equipment - 32' 32" Scissor Lifts	35% off Day; 37% off Week; 52% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
20	Aerial Equipment - 32' 46" Scissor Lifts	31% off Day; 38% off Week; 53% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
21	Aerial Equipment - 33-35' 68-69" Scisso	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
22	Aerial Equipment - 40-45' DSL/DF Boom	37% off Day; 50% off Week; 46% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
23	Aerial Equipment - 40-45' Electric Boom	32% off Day; 46% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
24	Aerial Equipment - 40-45' Scissor Lifts	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
25	Aerial Equipment - 60' Crawler Boom	20% off Day; 15% off Week; 20% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
26	Aerial Equipment - 60' Electric Boom	23% off Day; 24% off Week; 27% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
27	Aerial Equipment - 60' Hybrid Boom	28% off Day; 27% off Week; 30% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
28	Aerial Equipment - 60-65' DSL/DF Boom	37% off Day; 49% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
29	Aerial Equipment - 80-85' Boom	37% off Day; 49% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
30	Aerial Equipment - Compact Crawler Bo	14% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
31	Aerial Equipment - Rough Terrain Scisso	32% off Day; 37% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
32	Aerial Equipment - Towable Boom	28% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
33	Air Filtration	19% off Day; 24% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
34	Air Moving Equipment	17% off Day; 24% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
35	Air Tools and Accessories	18% off Day; 27% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
36	Chillers and Air Handlers	19% off Day; 23% off Week; 26% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
37	Cleaning and Restoration	19% off Day; 26% off Week; 29% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
38	Compaction Equipment - Attachments	16% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
39	Compaction Equipment - Plate Compact	26% off Day; 47% off Week; 53% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
40	Compaction Equipment - Plate Compact	26% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
41	Compaction Equipment - Rammer Electr	27% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
42	Compaction Equipment - Rammer Jump	27% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
43	Compaction Equipment - Rammer Jump	26% off Day; 47% off Week; 59% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
44	Compaction Equipment - Rammer Sand	26% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.

45	Compaction Equipment - Roller Ride-On	19% off Day; 28% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
46	Compaction Equipment - Roller Ride-On	15% off Day; 11% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
47	Compaction Equipment - Roller Ride-On	15% off Day; 11% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
48	Compaction Equipment - Roller Ride-On	37% off Day; 50% off Week; 58% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
49	Compaction Equipment - Roller Ride-On	15% off Day; 11% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
50	Compaction Equipment - Roller Ride-On	19% off Day; 28% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
51	Compaction Equipment - Tamper	18% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
52	Compaction Equipment - Trench Roller	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
53	Compaction Equipment - Walkbehind Ro	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
54	Compressors - Offshore	19% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
55	Compressors - Portable	18% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
56	Compressors - Reciprocating	18% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
57	Compressors - Rotary	19% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
58	Compressors - Stationary	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
59	Compressors - Towable 100-125 CFM	19% off Day; 36% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
60	Compressors - Towable 175-195 CFM	30% off Day; 50% off Week; 60% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
61	Compressors - Towable 200-245 CFM	19% off Day; 36% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
62	Compressors - Towable 375-425 CFM	19% off Day; 36% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
63	Compressors - Towable 750-1600 CFM	14% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
64	Compressors - Towable IQ 750-1600 CFI	14% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
65	Concrete and Masonry Equipment	18% off Day; 26% off Week; 30% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
66	Cooling and Heating Equipment	19% off Day; 23% off Week; 30% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
67	Cranes	14% off Day; 15% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
68	Earth Moving - Backhoes 115HP+	28% off Day; 32% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
69	Earth Moving - Backhoes 70-97HP 2WD	31% off Day; 33% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
70	Earth Moving - Backhoes 70-97HP 4WD	37% off Day; 40% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
71	Earth Moving - Backhoes 70-97HP 4WD	34% off Day; 33% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
72	Earth Moving - Backhoes 70-97HP 4WD	37% off Day; 40% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
73	Earth Moving - Backhoes 70-97HP 4WD	37% off Day; 40% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
74	Earth Moving - Backhoes 98-115HP	28% off Day; 32% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
75	Earth Moving - Compact Backhoes	19% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
76	Earth Moving - Compact Loader	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
77	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
78	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
79	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
80	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
81	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
82	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
83	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
84	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
85	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
86	Earth Moving - COMPACT TRACK LOADE	21% off Day; 26% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
87	Earth Moving - Compact Track Loaders 1	21% off Day; 26% off Week; 47% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
88	Earth Moving - Compact Track Loaders 1	21% off Day; 26% off Week; 49% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
89	Earth Moving - Dozers	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
90	Earth Moving - EXCAVATOR 28000-3800	37% off Day; 41% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
91	Earth Moving - EXCAVATOR 28000-3800	33% off Day; 40% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
92	Earth Moving - EXCAVATOR 39000-4200	29% off Day; 33% off Week; 36% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.

93	Earth Moving - EXCAVATOR 43000-4999	24% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
94	Earth Moving - EXCAVATOR 43000-4999	37% off Day; 38% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
95	Earth Moving - EXCAVATOR 50000-5999	24% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
96	Earth Moving - EXCAVATOR 50000-5999	24% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
97	Earth Moving - EXCAVATOR 50000-5999	24% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
98	Earth Moving - EXCAVATOR 50000-5999	24% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
99	Earth Moving - EXCAVATOR 60000-6999	24% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
100	Earth Moving - EXCAVATOR 60000-6999	23% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
101	Earth Moving - EXCAVATOR 70000-8000	23% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
102	Earth Moving - Mini Track Loaders	14% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
103	Earth Moving - Mini-Excavators 12000-1	21% off Day; 25% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
104	Earth Moving - Mini-Excavators 12000-1	21% off Day; 25% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
105	Earth Moving - Mini-Excavators 14000-1	37% off Day; 43% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
106	Earth Moving - Mini-Excavators 14000-1	37% off Day; 43% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
107	Earth Moving - Mini-Excavators 2000-69	21% off Day; 25% off Week; 53% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
108	Earth Moving - Mini-Excavators 5000-69	21% off Day; 25% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
109	Earth Moving - Mini-Excavators 7000-89	21% off Day; 25% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
110	Earth Moving - Mini-Excavators 7000-89	21% off Day; 27% off Week; 55% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
111	Earth Moving - Mini-Excavators 9000-11	22% off Day; 25% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
112	Earth Moving - Mini-Excavators 9000-11	21% off Day; 22% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
113	Earth Moving - Mini-Excavators Hybrid	22% off Day; 25% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
114	Earth Moving - SKIDSTEER LOADER 1751	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
115	Earth Moving - SKIDSTEER LOADER 1751	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
116	Earth Moving - SKIDSTEER LOADER 250-	14% off Day; 14% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
117	Earth Moving - SKIDSTEER LOADER 250-	14% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
118	Earth Moving - SKIDSTEER LOADER OVE	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
119	Earth Moving - SKIDSTEER LOADER OVE	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
120	Earth Moving - Skidsteer Loaders 1200-	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
121	Earth Moving - Skidsteer Loaders 2100-	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
122	Earth Moving - Skidsteer Loaders 2100-	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
123	Earth Moving - Skidsteer Loaders 2100-	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
124	Earth Moving - Skidsteer Loaders 2100-	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
125	Earth Moving - Skidsteer Loaders 751-2	21% off Day; 30% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
126	Earth Moving - Tractor	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
127	Earth Moving - WHEEL DUMPER 3 TON	19% off Day; 28% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
128	Earth Moving - WHEEL LOADER 2.0-2.4	37% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
129	Earth Moving - WHEEL LOADER 2.5-3.4	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
130	Earth Moving - WHEEL LOADER 3.0-3.4	37% off Day; 44% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
131	Earth Moving - WHEEL LOADER 3.5-3.9	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
132	Earth Moving - WHEEL LOADER 4.0-4.5	37% off Day; 37% off Week; 35% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
133	Earth Moving - WHEEL LOADER 4.0-4.5	37% off Day; 43% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
134	Earth Moving - WHEEL LOADER 4.6-5.5	37% off Day; 37% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
135	Floor Care and Surface Prep	17% off Day; 20% off Week; 25% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
136	Forklifts and Accessories - Pallet Lifts, St	16% off Day; 18% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
137	Forklifts and Accessories - Straightmast	19% off Day; 23% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
138	Forklifts and Accessories - Telehandlers	31% off Day; 41% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
139	Forklifts and Accessories - Telehandlers	31% off Day; 37% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
140	Forklifts and Accessories - Telehandlers	31% off Day; 41% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.

141	Forklifts and Accessories - Telehandlers	32% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
142	Forklifts and Accessories - Telehandlers	32% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
143	Forklifts and Accessories - Telehandlers	16% off Day; 16% off Week; 13% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
144	Forklifts and Accessories - Telehandlers	18% off Day; 16% off Week; 13% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
145	Forklifts and Accessories - Telehandlers	35% off Day; 42% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
146	Forklifts and Accessories - Telehandlers	35% off Day; 43% off Week; 45% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
147	Forklifts and Accessories - Telehandlers	23% off Day; 39% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
148	Forklifts and Accessories - Telehandlers	29% off Day; 43% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
149	Forklifts and Accessories - Telehandlers	26% off Day; 41% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
150	Forklifts and Accessories - Telehandlers	30% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
151	Forklifts and Accessories - Telehandlers	29% off Day; 43% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
152	Forklifts and Accessories - Telehandlers	28% off Day; 37% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
153	Forklifts and Accessories - Telehandlers	28% off Day; 37% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
154	Forklifts and Accessories - Telehandlers	17% off Day; 25% off Week; 26% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
155	Forklifts and Accessories - Telehandlers	13% off Day; 24% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
156	Forklifts and Accessories - Warehouse 1	19% off Day; 23% off Week; 23% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
157	Forklifts and Accessories - Warehouse 3	33% off Day; 40% off Week; 52% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
158	Forklifts and Accessories - Warehouse 5	36% off Day; 43% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
159	Forklifts and Accessories - Warehouse 5	35% off Day; 41% off Week; 52% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
160	Forklifts and Accessories - Warehouse 5	36% off Day; 43% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
161	Forklifts and Accessories - Warehouse 6	33% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
162	Forklifts and Accessories - Warehouse C	20% off Day; 25% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
163	Fuel Tanks	15% off Day; 16% off Week; 27% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
164	Generators - 10KW	34% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
165	Generators - 20KW	33% off Day; 45% off Week; 48% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
166	Generators - 30-40KW	33% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
167	Generators - 55KW	36% off Day; 44% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
168	Generators - 70-100KW	26% off Day; 30% off Week; 30% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
169	Generators - Aircraft	14% off Day; 14% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
170	Generators - Portable	18% off Day; 23% off Week; 23% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
171	Generators - Studio	14% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
172	Generators 120-200KW	20% off Day; 25% off Week; 36% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
173	Generators 320-1600KW	19% off Day; 23% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
174	Gridless Battery	15% off Day; 20% off Week; 20% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
175	Hydraulic Jacks	18% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
176	Landscaping	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
177	Lifts-Hoists-Stabilizers	15% off Day; 20% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
178	Light Towers - Halide Electric Mast	45% off Day; 49% off Week; 59% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
179	Light Towers - Halide Manual Mast	34% off Day; 39% off Week; 58% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
180	Light Towers - Specialty	28% off Day; 30% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
181	Lighting Accessories	20% off Day; 29% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
182	Load Banks	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
183	Motor Graders	19% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
184	Paving	14% off Day; 14% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
185	Power Distribution	19% off Day; 23% off Week; 23% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
186	Pumps and Accessories	19% off Day; 23% off Week; 30% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
187	Refuse Trucks	15% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
188	Saws and Accessories	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.

189	Storage Trailers	14% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
190	Surveillance Equipment	14% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
191	Tools	18% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
192	Traffic Safety - Arrow Board	19% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
193	Traffic Safety - Message Board Full Size	17% off Day; 44% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
194	Traffic Safety - Message Board Full Size	37% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
195	Traffic Safety - Message Board Mid Size	12% off Day; 40% off Week; 47% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
196	Traffic Safety - Message Board Mid Size	40% off Day; 46% off Week; 52% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
197	Traffic Safety - Radar	18% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
198	Traffic Safety - Vehicle Barrier	18% off Day; 28% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
199	Trailers - Dump	19% off Day; 22% off Week; 26% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
200	Trailers - Enclosed	19% off Day; 19% off Week; 23% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
201	Trailers - Flatbed	19% off Day; 20% off Week; 20% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
202	Trailers - Ground Load	19% off Day; 24% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
203	Trailers - Landscape	18% off Day; 24% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
204	Trailers - Miscellaneous	19% off Day; 23% off Week; 27% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
205	Trailers - Open Top Box	18% off Day; 23% off Week; 27% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
206	Trailers - TILT 10000 LB	37% off Day; 42% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
207	Trailers - TILT 12-13000 LB	19% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
208	Trailers - TILT 14-15000 LB	18% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
209	Trailers - TILT 15000 LB 4FT FIXED TOP	19% off Day; 24% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
210	Trailers - TILT 16-17000 LB	19% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
211	Trailers - TILT 2-3000 LB	36% off Day; 42% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
212	Trailers - TILT 25-26000 LB	19% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
213	Trailers - TILT 6-7000 LB	36% off Day; 42% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
214	Trailers - Tool Crib	19% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
215	Trailers - Utility	18% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
216	Trailers - Vacuum Exc System	19% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
217	Trailers - Water	19% off Day; 28% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
218	Trenching Equipment	19% off Day; 28% off Week; 34% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
219	Trolleys	15% off Day; 18% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
220	Utility Vehicles and Carts - Burden	34% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
221	Utility Vehicles and Carts - Golf	35% off Day; 32% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
222	Utility Vehicles and Carts - Personnel	35% off Day; 33% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
223	Utility Vehicles and Carts - Tour	35% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
224	Utility Vehicles and Carts - UTV 2 Passer	35% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
225	Utility Vehicles and Carts - UTV 2 Passer	35% off Day; 33% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
226	Utility Vehicles and Carts - UTV 2 Passer	35% off Day; 32% off Week; 36% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
227	Utility Vehicles and Carts - UTV 2 Passer	35% off Day; 33% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
228	Utility Vehicles and Carts - UTV 4 Passer	35% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
229	Utility Vehicles and Carts - UTV 4 Passer	35% off Day; 33% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
230	Utility Vehicles and Carts - UTV 4 Passer	35% off Day; 32% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
231	Utility Vehicles and Carts - UTV 4 Passer	35% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
232	Utility Vehicles and Carts - UTV Specialty	16% off Day; 18% off Week; 17% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
233	Vehicles - 1 Ton Crew Cab	15% off Day; 19% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
234	Vehicles - 1 Ton Standard/Super Cab	15% off Day; 19% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
235	Vehicles - 1/2 Ton Crew Cab	17% off Day; 21% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
236	Vehicles - 1/2 Ton Standard/Super Cab	14% off Day; 19% off Week; 51% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.

237	Vehicles - 3/4 Ton Crew Cab	14% off Day; 19% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
238	Vehicles - 3/4 Ton Standard/Super Cab	16% off Day; 20% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
239	Vehicles - Box Trucks	14% off Day; 19% off Week; 33% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
240	Vehicles - Bucket Trucks 31 FT	25% off Day; 25% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
241	Vehicles - Bucket Trucks 38 FT	25% off Day; 25% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
242	Vehicles - Bucket Trucks 62FT	25% off Day; 25% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
243	Vehicles - Bucket Trucks 85FT	25% off Day; 25% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
244	Vehicles - Crane Trucks 17T	28% off Day; 28% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
245	Vehicles - Crane Trucks 18T	37% off Day; 37% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
246	Vehicles - Crane Trucks 20T	28% off Day; 28% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
247	Vehicles - Crane Trucks 23T	28% off Day; 28% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
248	Vehicles - Crash Trucks	14% off Day; 23% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
249	Vehicles - Dump Truck 12-14 YD Auto	15% off Day; 30% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
250	Vehicles - Dump Truck 12-14 YD Manua	20% off Day; 37% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
251	Vehicles - Dump Truck 22-24 YD	14% off Day; 14% off Week; 14% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
252	Vehicles - Dump Truck 3-4 YD Crew Cab	20% off Day; 30% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
253	Vehicles - Dump Truck 3-4 YD Standard	14% off Day; 30% off Week; 47% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
254	Vehicles - Dump Truck 5-6 YD Crew Cab	14% off Day; 30% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
255	Vehicles - Dump Truck 5-6 YD Standard	22% off Day; 37% off Week; 44% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
256	Vehicles - Dump Truck Articulated 25-30	14% off Day; 19% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
257	Vehicles - Dump Truck up to 2 YD Stand	14% off Day; 30% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
258	Vehicles - Hi-Rail Stakebody Trucks	15% off Day; 19% off Week; 21% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
259	Vehicles - Hi-Rail Trucks	14% off Day; 19% off Week; 20% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
260	Vehicles - Service Trucks	15% off Day; 19% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
261	Vehicles - Specialty Trucks	16% off Day; 16% off Week; 18% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
262	Vehicles - Stakebody 12FT, 1.5 - 2 Ton, C	10% off Day; 22% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
263	Vehicles - Stakebody 12FT, 1.5 - 2 Ton, S	10% off Day; 22% off Week; 40% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
264	Vehicles - Stakebody 12FT, Up to 1 Ton,	10% off Day; 22% off Week; 35% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
265	Vehicles - Stakebody 12FT, Up to 1 Ton,	10% off Day; 22% off Week; 39% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
266	Vehicles - Stakebody 16FT-22FT	10% off Day; 22% off Week; 35% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
267	Vehicles - Utility Truck, 1.5 - 2 Ton, Crew	10% off Day; 22% off Week; 36% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
268	Vehicles - Utility Truck, 1.5 - 2 Ton, Stan	10% off Day; 22% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
269	Vehicles - Utility Truck, Up to 1 Ton, Cre	10% off Day; 22% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
270	Vehicles - Utility Truck, Up to 1 Ton, Sta	10% off Day; 24% off Week; 46% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
271	Vehicles - Utility Van	10% off Day; 24% off Week; 46% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
272	Vehicles - Vans	14% off Day; 19% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
273	Vehicles - Water Trucks 2000 Gallon	37% off Day; 37% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
274	Vehicles - Water Trucks 4000 Gallon	29% off Day; 30% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
275	Vehicles - Water Trucks 4000 Gallon 6X6	16% off Day; 19% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.
276	Welding Equipment	19% off Day; 27% off Week; 38% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less then Gold rates rounded to the nearest dollar.