CITY OF REDLANDS
CITY COUNCIL
SUCCESSOR AGENCY

A G E N D A S

MARCH 7, 2023

EDDIE TEJEDA
Mayor

PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member

***

JEANNE DONALDSON
City Clerk

ROBERT DAWES
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

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

Recycled Paper

A G E N D A

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

TUESDAY, MARCH 7, 2023

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

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

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

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

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



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

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5:00 P.M.

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

1. Due to a physical disability that impairs his mobility and subsequent ability to attend the meeting in person, Council Member Mario Saucedo has chosen to attend tonight's City Council meeting via teleconference under AB2449 "Just Cause"

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

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

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

    a. Allen v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS1908766

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6:00 P.M.

D. **Reconvene City Council Meeting**

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

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

G. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

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

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

1. Approve the regular meeting minutes February 21, 2023, and the special meeting minutes of February 22, 2023 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring the month of March 2023 as Women's History Month (Mayor Tejeda)

3. Authorize issuance of a proclamation honoring Dave and Robin Maupin on their Hero of the Arts Award (Mayor Pro Tem Barich)

4. Adopt Resolution No. 8446 establishing a Statement of Investment Policy and Rescinding Resolution No. 8309 (City Treasurer Dawes)

5. Adopt Resolution No. 8447 Delegating Investment Authority to the City Treasurer Pursuant to Government Code Section 53607 (Management Services/Finance Director Garcia)

6. Approve the Third Amendment to the Professional Services Agreement with Michael Baker International, Inc. increasing the existing agreement from $299,990 by $100,000 for a total aggregate amount not-to-exceed $399,990 for professional planning, environmental, and development review services, extending the end-term of the agreement from March 31, 2023, to June 30, 2024; and an additional appropriation in the amount of $50,000 (Development Services Director Desatnik)

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7. Adopt Resolution No. 8444 for Street Vacation No. 182 - A request for summary vacation of excess public alley right-of-way that is 15 feet wide and approximately 354 feet in length located adjacent to 26849 Barton Road and 26863 Ladera Street (APNs: 0293-082-12-0000, 0293-082-13-0000, 0293-082-14-0000, 0293-082-15-0000, and 0293-082-05-0000), (Joseph E. Bonadiman, Applicant). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

8. Adopt Resolution No. 8448 establishing a four-way stop intersection to replace the current two-way stop at the Kansas Street/State Street intersection and determine 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 (Municipal Utilities and Engineering Director Harris)

9. Approve a Memorandum of Understanding and Funding Agreement with San Bernardino Valley Municipal Water District, East Valley Water District, and San Bernardino Municipal Water District for the development of a Salt and Nutrient Management Plan and Feasibility Study; approve an additional appropriation of $117,000 for this project, and determine that these actions are exempt from environmental review pursuant to Section 15378 of the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

10. Approve a Pass Distributor Sales Agreement with Omnitrans for the distribution of transit passes to senior citizens, and determine approval of this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

11. Approve a request for the serving and consumption of alcoholic beverages at Israel Beal Park for Kobi Fletcher's Wedding to be held on March 17, 2023, and determine that approval of the request is exempt from environmental review pursuant to Section 15061(b)(3) of the state’s guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

12. Approve the sole source purchase of equipment from West Coast Lights and Sirens to outfit 25 police vehicles for an amount not to exceed $177,046.80 (Assistant City Manager Boatman)

13. Accept the donation of the painted steel art piece *Peloton Takes the Curve*, from and by artist Kathleen King-Page and install the sculpture in Simonds Parkway (Assistant City Manager Boatman)

J. **Communications**

1. Annual Report of the Municipal Utilities/Public Works Commission Annual Report presented by Commissioner Adekunle Ojo (Municipal Utilities and Engineering Director Harris)

2. Annual Report of the Cultural Arts Commission presented by Vice Chair Daniel Gohman (Assistant City Manager Boatman)

3. Annual Report of the Parks and Recreation Advisory Commission presented by Commissioner Justin Weekley (Assistant City Manager Boatman)

4. Discussion and possible action relating to the introduction of Dress Standards for City Council, and consideration of Resolution No. 8451(Mayor Tejeda)

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K. **New Business**

1. Consideration of Ordinance No. 2956 adding Chapter 10.70 to the Redlands Municipal Code to Prohibit Non-Electric Vehicles from Parking in Designated Electric Vehicle Charging Spots (Chief Catren)

2. Consideration and Approval of the City's response to findings and recommendations included in the County of San Bernardino's Civil Grand Jury Report issued on December 16, 2022, regarding the Redlands Animal Shelter (Assistant City Manager Boatman)

3. Consideration of an Agreement with Mariposa Landscapes, Inc. for an irrigation system installation, and replanting of Lugonia Citrus Grove for an amount not to exceed $105,100; approval of a sole source purchase order for the removal of the existing citrus trees with Washburn Grove Management in an amount not to exceed $59,400; approval of a sole source purchase order with Gless Ranch Nursery for the purchase of 2,500 Washington Navel orange trees in an amount not to exceed $42,500; approval to re-allocate $227,700 of the Nevada Palmetto Grove Fund, and an additional appropriation of the same, and determination that the project is exempt from environmental review pursuant to Section 15304 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman).

4. Consideration of the Public Works Contract with VT Electric, Inc. for an amount not-to-exceed $471,975 for the Prospect Park Lighting Upgrades Project, acceptance of a donation in the amount of $363,000 from Friends of Prospect Park, approval of an additional appropriation totaling $519,172.50, and determine that the project is exempt from environmental review pursuant to Section 15303(d) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

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 March 21, 2023.

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

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

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

3. **Consent Calendar**

a. Approve minutes of the regular meeting of February 7, 2023 (Secretary Donaldson)

b. Adopt Resolution No. 493 Delegating Investment Authority to the City Treasurer Pursuant to Government Code Section 53607 (City Treasurer Dawes)

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

Recycled Paper

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes February 21, 2023, and the special meeting minutes of February 22, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of February 21, 2023, and the special meeting minutes of February 22, 2023.

Attachments

Regular meeting minutes of February 21, 2023

Special meeting minutes of February 22, 2023

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on February 21, 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; Chris Catren, Police Chief; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief

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

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

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

a. Falconieri, et al. v. City of Redlands, San Bernardino Superior Court Case No. CIVSB2114106
b. Coyote Aviation, Inc. v. City of Redlands; San Bernardino Superior Court Case No. CIVDS 2203398
c. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544
d. Allen v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS1908766

Conference with legal counsel: Anticipated Litigation - Government Code §54956.9(d)(2)(e)(3)
(Assistant City Manager McConnell)
Four Cases:

a. Facts and circumstances: Consideration of Government Claims filed by: 1) James Carscadden 2) Michael Garcia; 3) Tim Mishodek; and 4) Danny Perez

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:02 P.M. with an invocation by Mayor Tejeda followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

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

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Animal Services Officer Trevor Houser introduced "Charming", a three-year-old male pitbull, who is available for adoption, along with thirty-four other dogs and four cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been eleven dogs and four cats adopted in February 2023.

PUBLIC COMMENT

Morning Market - Six small business owners including, Monica De La Paz, Michael Eubanks, Zach Thorp, Esther Jacobson Ozel, Gay Kolodzik and Debbie Kitchen spoke in opposition to reinstituting the newly formatted Morning Market Program scheduled to begin on Saturday March 4, 2023 from 8:00 a.m. to noon. They requested the market be moved to another location to avoid their concerns regarding street closures, lack of parking and loss of income. They pointed out Saturday was the biggest retail day of the week.

Teamster Support - City employees Ricardo Gonzalez, Andrea Chavez, Armando Estrada, Bivian Nunez, Bruce Irving, Lynn Craft and Maya Robbs briefly introduced themselves to the City Council, explaining they proudly represented the Teamsters Local 1932 Redlands Chapter.

Sidewalk Vendors - Renea Wickman urged the Council to take action and place restrictions on street vendors who have an unfair financial advantage over brick-and-mortar stores.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of February 7, 2023, and the Special Meeting Minutes of February 13, 2023.

Vote: 5 - 0 Passed

Parks and Recreation Advisory Commission Appointments

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously reappointed, by roll call vote, Douglas Gonzales and Adam Hebden to each serve additional four-year terms, ending March 1, 2027, on the Parks and Recreation Advisory Commission; and appointed Roy Cencirulo to serve a four-year term, ending March 1, 2027, on the Parks and Recreation Advisory Commission.

Vote: 5 - 0 Passed

Human Relations Commission Appointment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously reappointed, by roll call vote, Kenneth Ford to serve another four-year term on the Human Relations Commission ending March 5, 2027.

Vote: 5 - 0 Passed

Airport Advisory Board Appointment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Karl Grove to serve the remainder of a four-year term on the Airport Advisory Board ending May 1, 2025.

Vote: 5 - 0 Passed

Street Tree Committee Appointments

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously reappointed, by roll call vote, Lorraine Enriquez to serve an additional four-year term on the Street Tree Committee ending February 16, 2027; and appointed Adrian Asencion, Kelly Covey, and Bettina McLeod to each serve four-year terms on the Street Tree Committee ending February 16, 2027.

Vote: 5 - 0 Passed

Traffic and Parking Commission Appointment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Andrew Hoder to serve the remainder of a four-year term on the Traffic and Parking Commission ending December 20, 2024.

Vote: 5 - 0 Passed

Citrus Preservation Commission Appointment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, John Smith to serve the remainder of a four-year term on the Citrus Preservation Commission ending April 16, 2026.

Vote: 5 - 0 Passed

Side Letter Agreement Teamsters Local #1932

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Side Letter Agreement between the City of Redlands and Teamsters Local #1932.

Vote: 5 - 0 Passed

County Sheriff's Office Agreement for Automated Systems

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Agreement with the San Bernardino County Sheriff's Office for access to the Sheriff's Department Automated Systems for a five-year term from July 1, 2022, through June 30, 2027 in the amount of $87,330.

Vote: 5 - 0 Passed

2021-22 Year-End Encumbrance and Carryover Balances

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the additional appropriations to the Fiscal Year 2022-23 budget for the Fiscal Year 2021-22 year-end encumbrances and carryovers.

Vote: 5 - 0 Passed

Environmental Services Agreement Temporary Reservoir

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, the approval of the Professional Services Agreement with Chambers Group, Inc. to prepare an Initial Study/Negative Declaration or Mitigated Negative Declaration environmental document is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Professional Services Agreement with Chambers Group, Inc. for an amount not-to-exceed $65,234.50 to prepare an Initial Study/Negative Declaration or Mitigated Negative Declaration environmental document for a proposed temporary reservoir located at the Sunset Reservoir site.

Vote: 5 - 0 Passed

Redlands Country Club Drainage Study

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the approval of the Professional Services Agreement with Watearth, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Professional Services Agreement with Watearth, Inc. to perform the Redlands Country Club drainage study for an amount not to exceed $67,974.50.

Vote: 5 - 0 Passed

Contract Award Boring and Conduit Installation

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the award of a contract to Elecnor Belco, Inc. for boring and conduit installation associated with streetlight repair is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Act; and awarded the Contract to Elecnor Belco, Inc. for the boring and conduit installation associated with streetlight repairs at 8th Street, West Fern Avenue, Church Street, Concord Lane and Reservoir Road, for an amount not to exceed $101,590, as outlined in City Project No. MUED20221013MF.

Vote: 5 - 0 Passed

Resolution No. 8443 Good Nite Inn Title Transfer

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8443 acknowledging the title transfer of the Redlands Good Nite Inn property from Good Nite Inn Redlands, Inc., a California corporation, to 1675 Industrial Park, LP, a Delaware limited partnership.

Vote: 5 - 0 Passed

CRYRO Program MOU Amendment

Council Member Saucedo praised the Colton-Redlands-Yucaipa Regional Occupation Program (CRY-ROP) for providing opportunities for high school students and adults to gain additional education and experience and prepare them to be career-ready and technically and academically skilled.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the Third Amendment to the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for the provision of temporary staffing is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Third Amendment to the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for the provision of temporary staffing services to support the City's Recreation and

Senior Services Divisions in an amount not-to-exceed $75,000.

Vote: 5 - 0 Passed

Run Through Redlands In-kind Support

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, the authorization for the sale and consumption of alcoholic beverages and request for in kind support of $29,415 related to The Run Through Redlands event to be held on March 5, 2023, is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the state's guidelines implementing the California Environmental Quality Act; authorized the expenditure of City resources and in-kind support in the amount of $29,415 related to this event; approved temporary street closures related to the event; and authorized the sale and consumption of alcoholic beverages during The Run Through Redlands event to be held on March 5, 2023.

Vote: 5 - 0 Passed

Tanko Streetlighting Services Agreement Amendment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Third Amendment to the Non-Professional Services Agreement with Tanko Streetlighting, Inc., extending the project completion deadline from March 1, 2023 to September 1, 2023.

Vote: 5 - 0 Passed

COMMUNICATIONS

Video Series: Working for You

Public Information Officer Baker presented a new video from the video series "Working for You: Making Redlands a Better Place." This month's video highlighted Ivan Pedraza, Wastewater Treatment Laboratory Analyst. Filming and production work was provided by Cheryl Williams, Multimedia Production Officer.

2021-22 CAFR & Audit Results

Management Services/Finance Director Garcia introduced Andrew Roth of The Pun Group, who provided a detailed analysis of the City's Annual Comprehensive Financial Report (CAFR) and the Independent Accountants' Report on Applying Agreed-Upon Procedures Related to the Article XIII-B Appropriations Limit Calculation for the fiscal year ending June 30, 2022. State statute and federal funding requirements stipulate the need for an annual audit to be conducted by independent certified public accountants. The ACFR presents the City's financial condition and activity in a transparent and structured manner and provides historical and comparative information. Topic areas included: Scope of Work and Timing, Required Communications, Overview of Financial Statements, Key Financial Indicators and Pension and OPEB Information and Audit Results. The auditors are required to review and approve the appropriations calculation as part of their audit and they found no exceptions to the City's

calculation of the appropriations limit. As public comment, Dennis Bell was unhappy the report had been released to the public late last week, giving little opportunity to review it thoroughly, and he wondered how he could be certain the numbers were accurate.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, to accept the City of Redlands Comprehensive Annual Financial Report and the Independent Accountants' Report on Applying Agreed-Upon Procedures Related to the Article XIII-B Appropriations Limit Calculation for the fiscal year ending June 30, 2022.

Vote: 5 - 0 Passed

Traffic and Parking Commission Annual Report

Traffic and Parking Commissioner Cassie MacDuff provided the annual report and review of the Commission's accomplishments over the past year. She highlighted the Commission's purpose and mission was to promote safety, improve traffic conditions and the enforcement of traffic regulations. She described projects the Commission had reviewed and recommended for City Council's consideration, with the recent citywide speed survey being by far the most challenging project they tackled. Ms. MacDuff added they have continued to receive updates about the ongoing downtown parking study.

Human Relations Commission Annual Report

Commission Chair Ken Ford offered the Annual Report of the Human Relations Commission, listing activities and accomplishments including, support of the City Council proclamation declaring November 20th, 2022, National Transgender Day of Remembrance, an annual planning session held in January for setting goals and a future health fair to be held later in the year to include resources covering mental and physical health. He gave special thanks to commissioners Vanessa Annaguey Aranda, Dr. Shaheen Zakaria, and Julie Houston for volunteering to be a part of sub-committees which have allowed for some of the Commission's projects to move forward.

Street Tree Committee Annual Report

Chair Andrew Hoder and Vice Chair Christine Sedmack provided the Annual Report of the Street Tree Committee, touching on various accomplishments and activities of the Committee over the past year. These included the planting of a few trees in conjunction with Arbor Day, member visits to multiple sites to evaluate any safety concerns with the condition of trees and surrounding sidewalks, continued efforts to enhance the master list of "Landmark Trees, Heritage Tree Rows & Stands, & Scenic Preservation criteria", and completion of the revision and update of the Street Tree Policy & Protection Guidelines Manual. He said that in the next few weeks, a draft of the Manual will be reviewed by Facilities & Community Services staff, which will ultimately be sent to Council for final approval.

PUBLIC HEARINGS

Ordinance No. 2955 Warehouse Projects Development & Operating Standards

Mayor Tejeda declared the meeting open as a public hearing and called on Brian Foote, Planning Manager of Development Services, for a summary of Ordinance No. 2955 for Ordinance Text Amendment No. 365 to amend Title 18 (Zoning Regulations) of the Redlands Municipal Code to establish new development standards and operating standards for warehouse development projects within the City of Redlands. The proposed ordinance would require a Conditional Use Permit for new warehouse development projects in the Commercial Manufacturing (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zones.

The Planning Commission began reviewing the proposed draft development standards on July 26, 2022 and reviewed the revised standards on December 13, 2022. After further discussion and refinement, the final draft development standards were presented to the Planning Commission on January 24, 2023, with the Commission adopting a resolution recommending approval of the new standards. Five categories of development standards were identified and included: Site Location Requirements, Screening and Buffering From Adjacent Uses, Traffic Patterns and Sign Requirements, Sustainable Energy, and Operation and Construction, and the Code amendment requires a CUP for new warehouses. The proposal was consistent with numerous policies in the 2035 General Plan.

As public comment, Toni Momberger urged the Council to end the proliferation of warehouses in the City and instead consider the public's health and quality of life, naming only a few of the negative impacts of warehouses, such as increased air pollution and congestion, unstable jobs with low wages and the town's character would be forever altered. Bill Blankenship of NAOP Inland Empire, representing the logistics industry, stated the proposed ordinance provided for the most stringent policies he had encountered, and he worried this could hurt smaller logistics companies. Ana Gonzalez, Executive Director of the Center for Community Action and Environmental Justice, asked the Council to table the item and consider adding even stricter standards. No written comments were received. The Mayor closed the public hearing.

Council Members raised questions about enforcement, warehouse applications currently in the queue, how much land was even left to develop given the one-mile radius of the freeway, and the merits of considering warehouses as non-permitted uses. Council Members Davis and Guzman-Lowery were concerned about the impact on air quality and suggested the City should do more to tighten up the standards and seek additional experts to guide the policy. City Attorney Abich Garcia recommended that in order for the Council to consider making warehouses a non-permitted use, more time for legal review would be necessary.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously agreed, by roll call vote, to continue Ordinance No. 2955, to a future date uncertain; and directed staff to research the possibility of making warehousing an unpermitted use in the City.

Vote: 5 - 0 Passed

Appeal of Planning Commission's Decision - Warehouse Development

Mayor Tejeda declared the meeting open as a public hearing and Council Member Saucedo recused himself on the basis that he was a member of the Planning Commission at the time the original decision was made by the Commission. Mayor Tejeda called on Brian Foote, Planning Manager of Development Services, to provide details of an Appeal of the Planning Commission's decision regarding entitlements for warehouse development located at 1980 West Park Avenue, Redlands, Appellant Lozeau Drury, LLP. The Project proposes to construct a new warehouse building totaling 48,079 square feet (to include 42,579 square feet of warehouse space and 5,500 square feet of office space) and related site improvements including parking lot, driveways, landscape, lighting, walls, and utility connections, at a vacant 2.56-acre lot located at 1980 West Park Avenue, at the northeast corner of West Park Avenue and New Jersey Street. The Project Applicant, represented by Mark Stanson, spoke about the company expected to occupy the site and their plans to bring plenty of jobs to the area, without much traffic. On behalf of Appellant Lozeau Drury, LLP and SAFER, Adam Frankel, objected to the decision to exempt the Project from review under the California Environmental Quality Act (CEQA) Guidelines. He cited the exemption was inapplicable and it was their assertion that since the Project was not exempt from CEQA, an initial study must be prepared to determine the appropriate level of CEQA review required. With no further comments, Mayor Tejeda closed the public hearing.

Council Members offered their perspectives through a series of questions and discussion. Council Members Davis and Guzman-Lowery were uncomfortable with the timing of this matter, up against the previous agenda item reviewing warehouse development standards. Mayor Tejeda and Mayor Pro Tem Barich supported the proposed use as appropriate. Development Services Director Desatnik reminded the Council the vote before them tonight was to uphold or deny the Appeal, not to approve or deny the Project. City Manager Duggan added that Council would have to take action and grant the Appeal in order to sustain it. At 8:29 P.M., Mayor Tejeda called for a five-minute recess to allow staff time to review the City's Municipal Code. The meeting reconvened at 8:35 P.M., with City Attorney Garcia announcing that unless the City Council granted the Appeal, the Planning Commission's ruling would stand. She clarified that if the Council chose to take "No Action" on the Appeal, the result would be the same, providing for the Planning Commission's ruling to stand.

On motion of Council Member Denise Davis, seconded by Mayor Eddie Tejeda, the City Council agreed, by roll call vote, to take no action on the Appeal of the Planning Commission’s approval of Commission Review and Approval No. 949, the adoption of the Socio-Economic Cost/Benefit Study prepared for the project, and the recommendation for Street Vacation No. 190.

Vote: 4 - 0 Passed

Other: Council Member Mario Saucedo (RECUSE)

NEW BUSINESS

South Mountain Water Company Shares Sales

Municipal Utilities and Engineering Director Harris reviewed the recommendation to authorize the City Manager or his designee to solicit purchase offers and negotiate terms for the sale(s) of all or a portion of its 911 South Mountain Water Company (SMWC) shares owned by the City of Redlands. It was no longer feasible to continue holding on to shares that we don't use and provide no revenue. The plan proposes to first negotiate with the City's two non-potable water customers currently receiving SMWC water before discussing sale terms with other potential buyers located within the Yucaipa groundwater basin. Agreements regarding the sales of the City's SMWC shares will be scheduled for City Council approval and consideration at future City Council meetings. As public comment, Andy Hoder asked if the City stood to make money from potential sales. Director Harris added that sales would be based on fair market value.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously authorized, by roll call vote, the City Manager or his designee to solicit purchase offers and negotiate terms for the sale(s) of South Mountain Water Company shares owned by the City of Redlands.

Vote: 5 - 0 Passed

Peterbilt Model 567 CNG Truck Purchase

Assistant City Manager Boatman explained the need for the purchase of a 2023 Peterbilt Model 567 CNG Truck with an Altec AC23-95 Hydraulic Telescopic Crane from Altec Capital Services for the amount of $530,911.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the purchase of a 2023 Peterbilt Model 567 CNG Truck with an Altec AC23-95 Hydraulic Telescopic Crane from Altec Capital Services for the amount of $530,911.

Vote: 5 - 0 Passed

Applied LNG Technologies Agreement Amendment

Assistant City Manager Boatman provided background of an Amendment to the Agreement with Applied LNG Technologies, LLC for an increase of the Initial Term cost. In January 2023, the SoCal Index was published at a rate 503% higher than the previous month. Due to the increase in costs, the per gallon rate for customers of the City's RLNG/CNG fuel island was increased on January 5, 2023, from $2.36 per gallon to $5.95 per gallon. This unprecedented increase requires the City to amend the agreement with Applied LNG Technologies, LLC to increase the not-to-exceed amount and modify the purchase order.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, an additional expense appropriation in the amount of $1,724,781, and a revenue appropriation in the amount of $2,123,345 for the Equipment Maintenance Fund, and an additional expense appropriation in the amount of $236,655 for the Solid Waste Fund; and approved the First Amendment to the Agreement with Applied LNG Technologies, LLC to increase the initial term to a not to exceed amount of $2,361,879 for an agreement total not to exceed $3,636,075.

Vote: 5 - 0 Passed

New Safety Hall Facility Design & Construction Management Services

Assistant City Manager Boatman reviewed a Professional Services Agreement with Holt Architects, Inc. for design and construction management services of the City's new Safety Hall Facility for an amount not to exceed $2,235,000. Staff advertised a Request for Qualifications for the Development of a Public Safety Facility and after conducting an analysis of all the submittals, Holt Architects, Inc., was selected as the most highly qualified firm, based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required. He introduced Matt Acton, Project Architect at Holt Architecture, who presented a thorough report of the company, including the team's responsive and collaborative approach, overall project experience and experience with key aspects such as evidence holding, emergency communications, real-time crime center and structural retrofitting. Director Boatman stated that building a safety hall from the ground up would be more expensive than the City's approach to repurposing an existing building.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with Holt Architects, Inc. for the design and construction management of the City's Safety Hall Facility is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines; approved the Professional Services Agreement with Holt Architects, Inc. for the design and construction management of the City's Safety Hall Facility in an amount not to exceed $2,235,000; and approved an additional appropriation in the amount of $2,235,000.

Vote: 5 - 0 Passed

City-Wide Interim Janitorial Services

Assistant City Manager Chris Boatman offered details of an Agreement with Quinmar Janitorial, Inc. for city-wide, interim janitorial services for an amount not to exceed $58,977.50 and a Purchase Order for an amount not to exceed $47,562.50. He announced this contract represented a bridge to a long-term contract which will be brought to the City Council later this spring.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Agreement with Quinmar Janitorial, Inc. for city-wide, interim janitorial services for an amount not to exceed $58,977.50 and a Purchase Order for an amount not to exceed $47,562.50.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

There were no Council Member reports presented.

ADJOURNMENT

There being no further action required the meeting adjourned at 9:16 P.M. The next regular meeting of the City of Redlands City Council will be held on March 7, 2023.

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on February 22, 2023 at 6:00 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; Tommi Ng, Assistant Human Resources Director; James Garland, Assistant Finance Director

Mayor Tejeda called the meeting to order at 6:00 P.M. and explained that comments could be presented in-person, via Zoom, via cell phone or landline. Council Member Davis attended the meeting remotely. The public was offered 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 7:35 P.M.

CLOSED SESSION REPORT

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

ADJOURNMENT

There being no further action required, the meeting adjourned at 7:36 P.M.

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of March 2023 as Women's History Month (Mayor Tejeda)

MOTION:

I move to authorize issuance of a proclamation declaring the month of March 2023 as Women's History Month.

Attachments

Proclamation - Women's History Month 2023

PROCLAMATION

Women's History Month

WHEREAS, the month of March was selected as Women's History Month to coincide with the United Nations' sponsorship of International Women's Day on March 8th as a time to commemorate women's rights and peace; and

WHEREAS, women of every race, class, ethnicity, sexual orientation, gender identity and ability have made historic contributions to the growth and strength of our state and nation in countless recorded and unrecorded ways; and

WHEREAS, women have influenced and advanced every facet of American life and culture. The strength, ingenuity, and spirit of our female leaders, innovators, and pioneers shape our Nation's character, government, industry, families, and communities; and

WHEREAS, women have significantly influenced public policy and contributed to the building of viable institutions and organizations that continue to support our communities today and the knowledge, skills, and abilities of women contribute to a more robust workforce and a more prosperous economy; and

WHEREAS, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, emancipation movement, industrial labor movement, civil rights movement, peace movement, and more that aim to create a more fair and just society for all; and

WHEREAS, in remembering the trailblazers of the past and the heroines of present day, we honor their legacies by carrying forward the valuable lessons learned from the powerful examples they set; and

WHEREAS, we also recognize the countless accomplishments of local women within our community who teach our children, care for our sick, serve in our military, start businesses, serve in elected positions, or venture into unknown frontiers. Generations of women have had to overcome obstacles put in the way of their achievement and we reaffirm our commitment to supporting the next generation of female trailblazers and dreamers as they carry forward this distinguished legacy;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby proclaims the month of March 2023 as Women's History Month, and hereby encourages its residents to learn more about the rich and diverse history of women through available programs, reading, ceremonies, and educational activities.

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

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation honoring Dave and Robin Maupin on their Hero of the Arts Award (Mayor Pro Tem Barich)

MOTION:

I move to authorize issuance of a proclamation honoring Dave and Robin Maupin on their Hero of the Arts Award.

Attachments

Hero of Arts Proclamation 2023

PROCLAMATION

Hero of the Arts

WHEREAS, During the 50 years Dave and Robin Maupin have lived in Redlands, they have enjoyed being part of the business community, the Redlands Chamber of Commerce, and supporting a number of organizations unique to Redlands; and

WHEREAS, Dave served as chair of the Redlands Symphony Association for three years and a memorable highlight was the successful campaign led by Jim Appleton to establish the John Roberts Legacy Endowment Fund.

WHEREAS, In 2022 Dave and Robin funded an endowment for the Orchestra Principal Viola Chair and were named the 2022-23 Redlands Symphony Orchestra Season Sponsors; and

WHEREAS, Dave has served on organizations including the Rotary Club of Redlands, Kiwanis Club of Redlands, United Way, Salvation Army, Redlands Christian School, RCS Parent-Teacher Fellowship and Fellowship of Christian Athletes; and

WHEREAS, Robin has served on various community organizations, including the YMCA, Heritage Auxiliary of the Assistance League, Redlands Panhellenic, Redlands Bowl Performing Arts board, Family Service Association and others; and

WHEREAS, Dave and Robin continue to be of service, they have sponsored the Young Artists winners' concert at the Bowl for several years and are honorary co-chairs of the Redlands Bowl Performing Arts Centennial Campaign; and

WHEREAS, Together Dave and Robin received a University of Redlands Town Gown Award of Distinction and an Answering the Call award from Family Services Association;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby commend, with appreciation, gratitude and respect, Dave and Robin Maupin for their conscientious years of service as they are honored with the Hero of Arts Award.

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

Eddie Tejeda, Mayor

Paul Barich, Mayor Pro Tem

Attest:

Jeanne Donaldson, City Clerk

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8446 establishing a Statement of Investment Policy and Rescinding Resolution No. 8309 (City Treasurer Dawes)

MOTION(S):

I move that the City Council adopt Resolution No. 8446 establishing the City's Statement of Investment Policy and Rescinding Resolution No. 8309 as recommended by the City Treasurer.

RECOMMENDATION:

The City Treasurer recommends that the City Council adopt Resolution No. 8446 establishing the City's Statement of Investment Policy and Rescinding Resolution No. 8309.

DISCUSSION:

The investment of City funds is governed by Government Code sections 53600-53610. The purpose of the City's investment policy is to provide guidance for the prudent investment of the City's idle liquidity, to maintain compliance with applicable codes and statutes, and to observe investment portfolio guidelines that reflect the City's investment strategies and goals. Accordingly, Government Code Section 53646 provides that the City's investment policy may be reviewed on an annual basis to ensure that it reflects current state law, internal controls, and overall portfolio management approach.

California Code sections referenced in the investment policy have been reviewed. No changes need to be made to these sections referenced in the City's investment policy. The City Treasurer and staff are currently recommending that California Cooperative Liquid Assets Securities System (CLASS) be approved as allowable investment funds for the City to participate in. CLASS is a joint powers Authority investment pool, authorized under

Government Code Section 6509.7, that provides public agencies the opportunity to invest funds on a cooperative basis in rated pools that are managed in accordance with state law. California CLASS provides California public agencies with a convenient method for investing in high-quality, short- to medium-term securities carefully selected to optimize interest earnings while maximizing safety and liquidity. California CLASS strives to minimize risk by managing its portfolios in a manner that prioritizes principal preservation and only invests in securities that are permitted pursuant to the laws of the state of California and the California CLASS Investment Policies. Investment Policy changes are referenced in red and italicized font in the attachment.

ALTERNATIVES:

The City Council may make alternative suggestions to the City Treasurer with respect to percentages, allowable investments, and/or changes to the policy, but any change would be governed by the corresponding Government Code Section.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Robert Dawes, City Treasurer

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

PREPARED BY:
Aimee Hoover, Revenue Supervisor

Fiscal Impact

Discussion:

There is no direct fiscal impact associated with approval of Resolution No. 8446 establishing the City's Investment Policy.

Attachments

Annual Investment Policy Proposed 2023
Annual Investment Policy Clean Version 2023
Annual Investment Policy Resolution 8446

STATEMENT OF INVESTMENT POLICY
FOR THE CITY OF REDLANDS, CALIFORNIA

1.0 INTRODUCTION

This Investment Policy ("Policy") provides formalized framework for the prudent investment of unexpended cash of the City of Redlands ("the City") and its related authorities and agencies. The City's policy is to invest public funds in a manner which seeks to provide high investment return consistent with the public trust and the prioritized objectives of safety, liquidity and yield, while meeting the City's daily cash flow requirements and conforming to all state and local statutes governing the investment of public funds.

2.0 SCOPE

This Policy applies to all monies under the direct oversight of the City Treasurer, including those of the City, the Successor Agency to the former Redevelopment Agency of the City of Redlands, the Redlands Public Improvement Corporation and the Redlands Financing Authority. This Policy is generally applicable to bond proceeds with consideration given to specific provisions of each issuance. Reports of the investment of bond proceeds are summarized quarterly by the City Treasurer and are attached to the Treasurer's quarterly report of the pooled investment fund. The employees' retirement and deferred compensation funds are not included in this Policy.

3.0 PRUDENCE

Investments shall be made with judgment and care -- under circumstances then prevailing -- which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the "prudent investor standard" as defined in Government Code Section 53600.3 and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the City Treasurer to invest funds to the fullest extent possible. The City Treasurer maintains a diversified portfolio to accomplish the primary objectives of safety, liquidity, and yield (in that order of priority).

4.1 Safety: The safety/risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of these. The City seeks to mitigate credit risk by prequalifying and continual monitoring of financial institutions with which it will do business, and by careful scrutiny of the credit worthiness of the investment instruments as well as the institutions. The City seeks to mitigate rate risk through diversification of instruments as well as maturities.

4.2 Liquidity: The portfolio will be structured with sufficient liquidity to allow the City to meet anticipated cash requirements. This will be accomplished through diversity of instruments to include those with active secondary markets, those which can match maturities to expected cash needs, ~~and~~ the State Local Agency Investment Fund (~~"~~LAIF~~"~~), the California Asset Management Program (CAMP), and the California Cooperative Liquid Assets Securities System (CLASS) with immediate withdrawal provision.

4.3 Yield: A competitive market rate of return is the third objective of the City's investment portfolio after the fundamental requirements of safety and liquidity have been met.

5.0 DELEGATION OF AUTHORITY

California Government Code Section 53607 provides the authority for the City Council to invest the funds of the City or to delegate the full responsibility to the treasurer of the City.

5.1 City Council: By resolution, the City Council delegates authority to the City Treasurer for investing City funds in accordance with California Government Code Section 53600, et. seq.

5.2 City Treasurer: The execution of investment transactions on a daily basis will be conducted by the City Treasurer. In the event of a prolonged absence or vacancy in the Treasurers position, the City Council may direct staff to engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external investment managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940. The City Treasurer has established a system of controls and a segregation of responsibilities of investment functions to assure maintenance of internal control over the investment functions. At the direction of the City Treasurer, the Revenue Supervisor or Designee will keep a complete record of all investment transactions.

5.3 The City Treasurer has the authority to recommend changes in this Policy at any time in order to carry out the duties as chief investment officer for the City. All such recommended amendments to this Policy shall be approved by the City Council to be effective.

5.4 Government Code Section 36501 states that there must be an office of City Treasurer. The City Treasurer of the City of Redlands is an elected position.

6.0 ETHICS AND CONFLICTS OF INTEREST

The City Treasurer and employees of the City involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair the ability to make impartial investment decisions. The City Treasurer is governed by The Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The City Treasurer shall transact business only with banks, savings and loans, and securities dealers.

7.1 Authorization: The City may conduct business with major registered broker/dealers and with dealers designated Primary by the Federal Reserve provided all the following criteria are met. Broker/Dealers must: 1) have offices located in the State of California, 2) be adequately capitalized, 3) make markets in securities appropriate to the City's needs, and 4) agree to abide by the conditions set forth in this Policy. The City Treasurer shall investigate all institutions that wish to do business with the City and will annually review the financial condition and registrations of qualified institutions.

7.2 Rating: With the exception of the LAIF and U.S. Treasury and Government Agency issues, investments shall be placed only in those instruments and institutions rated favorably as determined by the City Treasurer.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

California Government Code Section 53601 defines eligible securities for the investment of surplus funds by local agencies. Surplus funds of the City are invested in compliance with this statute and as further limited in this Policy.

The City's investments are permitted as listed below and defined in the subsections following.

Summary of Authorized Investments					
#	Type of Investment	CA Gov. Code % of Funds Permitted	City of Redlands% Funds Authorized	CA Gov. Code Max Final Maturity	Redlands Maximum Final Maturity
8.1	United States Treasury notes, bonds, bills or certificates of indebtedness	100%	100%	5 Years	5 Years
8.2	Federal Agency or U.S. government sponsored enterprise (GSE) obligations	100%	100%	5 years	5 years
8.3	Banker's Acceptances	40%; 30% of a single issuer	40%; 30% of a single issuer	180 days	180 days
8.4	Commercial Paper of "Prime" quality	25%; 10% of a single issuer	15%; 10% of a single issuer	270 days	270 days
8.5	Negotiable Certificates of Deposits	30%	30%	5 years	5 years
8.6	Time Certificates of Deposit (TCD)	100%	30%; 15% of a single institution	5 years	5 Years
8.7	Repurchase Agreements	100%	100%	1 year	1 year
8.8	Medium Term Corporate Notes	30%; 10% of a single issuer	20%; 10% of a single issuer	5 years	5 years
8.9	Other State of California Local Agency bonds, notes, warrants or other evidence of indebtedness	100%	100%	5 years	5 years
8.10	Shares of beneficial interest, Mutual Funds	20%; 10% of a single fund	10%	N/A	N/A
8.11	Investment Funds: LAIF, CAMP and CLASS	$75 million per account	$75 million per account	N/A	N/A
8.12	Bonds issued by the City or agency of the City	100%	100%	5 Years	5 Years
8.13	City of Redlands Specific Program Short-term Loans	N/A	With Council Approval	N/A	N/A

8.1 U.S. Government: United States Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. Maturities are limited to a maximum of five years.

8.2 U.S. Agencies: The purchase of instruments of, or issued by, a federal agency or a United States government-sponsored enterprise will be limited to a maximum maturity of five years. Such agencies include, but are not limited to, the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Tennessee Valley Authority, and the Federal National Mortgage Association.

8.3 Bankers' Acceptances: Bills of exchange or time drafts drawn on and accepted by commercial banks which are eligible for purchase by the Federal Reserve System are known as bankers' acceptances. Purchases of these instruments shall not exceed 180 days to maturity or 40 percent of an agency's surplus funds. A maximum of 30 percent may be invested in the bankers' acceptances of any one commercial bank.

8.4 Commercial Paper: This short-term unsecured promissory note is issued to finance short-term credit needs. Eligible paper is that which is ranked "P1" by Moody's Investor Services or "A1" by Standard & Poor's, issued by a domestic corporation having assets in excess of $500,000,000, and having an "A" or better rating on issuer's debt. Purchases of commercial paper may not exceed 270 days or represent more than 10 percent of the outstanding paper of an issuing corporation. Commercial paper purchases will be limited to 15 percent of the City's portfolio.

8.5 Negotiable Certificates of Deposit (NCDs): Allowable NCDs are issued by a nationally or state-chartered bank or a state or federal association or by a federally licensed or state-licensed branch of a foreign bank. Purchases of these investments shall not exceed 30 percent of surplus funds in NCDs limited to institutions rated "Aa" or better by Moody's or "AA-" or better by Standard & Poor's CD Rating Services. A rating equivalent of A or better is required for those institutions not rated by Moody's or Standard & Poor's. NCDs are considered liquid, trading actively in the secondary market.

8.6 Certificates of Deposit (CDs): Certificates of deposit or "time deposits" of up to $250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. CDs shall be limited to a maximum of 30 percent of the portfolio and to a maximum of 15 percent deposited in any one institution. In addition, time deposits shall be placed in institutions meeting all capital requirements and which maintain a rating of superior, excellent, or sound according to at least two bank rating services.

8.7 Repurchase Agreements: The city may invest in repurchase agreements with banks and dealers of primary dealer status recognized by the Federal Reserve with which the city has entered into a master repurchase contract which specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed one year. The market value of securities used as collateral for repurchase agreements shall be monitored by the City

Treasurer's office and will not be allowed to fall below 102 percent of the value of the repurchase agreement. In order to conform with provisions of the Federal Bankruptcy Code, which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be eligible negotiable certificates of deposit, bankers' acceptances, commercial paper, or securities that are direct obligations of or that are fully guaranteed by the United States or any agency of the United States. These eligible securities are further defined by California Government Code Section 53651.

8.8 Medium Term Notes: These promissory notes are issued by corporations, for a term not to exceed five years, to finance their medium term credit needs. Eligible notes are those which are rated "A" or better by a nationally recognized rating service. These notes are limited to 20% of the City's portfolio.

8.9 Local Agencies within California: The City may invest in bonds, notes, warrants, or other indebtedness of other local agencies within California.

8.10 Mutual Funds: Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53600, et. seq., and complying with Section 53630, et. seq., are permitted investments. Section 53601(l) further defines requirements. A maximum of 10 percent of the portfolio may be so invested.

8.11 Investment Funds: The LAIF has been established by the State Treasurer for the benefit of local agencies. The California Asset Management Program (CAMP) is a California Joint Powers Authority established to provide California Public Agencies with professional investment services similar to the LAIF. The California Cooperative Liquid Assets Securities System (CLASS) is another Joint Powers Authority investment pool that provides public agencies the opportunity to invest funds. The city may invest in ~~both~~ the LAIF, ~~and~~ the CAMP, and the California CLASS up to the maximum permitted by the funds.

8.12 Bond Funds Permitted Investments: The City or the Successor Agency to the former Redevelopment Agency of the City of Redlands, as appropriate, may, with the written approval of the City Treasurer, invest bond proceeds and other monies related to Agency and City bonds in investments permitted by the authorizing documents (including, but not limited to, a resolution of issuance, fiscal agent agreement, trust agreement or bond indenture).

8.13 With the approval of the City Council and concurrence of the City Treasurer, funds may be invested in short- term loans to provide specific funding to City programs.

Ineligible Investments: Government Code Section 53601.6 prohibits the City from investing in inverse floaters, range notes, or mortgage-derived, interest-only strips. It further prohibits investing in securities that would result in zero interest accrual if held to maturity. Investments not described herein, including but not limited to common stocks, financial futures contracts and options, and reverse repurchase agreements are prohibited in this fund.

Downgrade Evaluation: In the event that a security's rating is downgraded below allowable levels, the City Treasurer will evaluate if continuing to hold the security or selling the security is in the best interest of the City.

9.0 COLLATERAL

The issue of collateral requirements is addressed in California Government Code Section 53652. All active and inactive deposits must be secured at all times with eligible securities in securities pools pursuant to Government Code Sections 53656 and 53657. Eligible securities held as collateral shall have a market value in excess of the total amount of all deposits of a depository as follows:

--Government securities, at least 10 percent in excess
--Mortgage backed securities, at least 50 percent in excess
--Letters of credit, at least 5 percent in excess

10.0 SAFEKEEPING AND CUSTODY

Security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities exceeding 30 days to maturity shall be held by a third party custodian designated by the City Treasurer. Evidence of account for each time deposit will be held in the City Treasurer's office.

11.0 DIVERSIFICATION

In an effort to reduce portfolio risk while attaining market average rates, the City's portfolio will be suitably diversified by type, institution and maturity.

11.1 Security Type and Institution: With the exception of U.S. Treasury securities and authorized pools, investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

11.2 Maximum Maturities: To the extent possible, the City Treasurer will attempt to match investments with anticipated cash flow requirements. The City's portfolio will not be directly invested in securities which mature more than five years from the date of purchase, except for reserve funds which may be invested in securities exceeding five years (maturity of such investments should coincide as nearly as practicable with expected use of funds).

12.0 INTERNAL CONTROLS

A system of internal controls will be maintained to assure compliance with Federal and State regulations, City Council direction, and prudent cash management procedures.

12.1 Investment Portfolio Guidelines: Guidelines (Appendix No. 2) have been established for procedures within the City Treasurer's Office to assure internal investment controls and a segregation of responsibilities of investment functions.

12.2 Annual Audit: The City's portfolio is included in the annual review of the City's financial management performed by an outside audit firm.

13.0 PERFORMANCE STANDARDS

The investment portfolio will be designed to obtain a market-average rate of return during budgetary and economic cycles, taking into account the city's investment risk constraints and cash flow needs. The market-average rate of return is defined as the average return on three-month Treasury bills. In addition, the city portfolio will be compared with LAIF and expected to maintain an annual yield within 0.50 basis points (1/2 of 1 percent) of LAIF's annual yield.

14.0 REPORTING

14.1 Quarterly Report: The City Treasurer will provide quarterly detailed reports of pooled investments and invested bond proceeds held by our Trustees to the City Council and City Manager.

14.2 Annual Report: This Investment Policy may be presented annually to the City Council for approval. Any change in the policy shall be considered by the City Council for approval.

APPENDIX NO. 1
GLOSSARY

AGENCIES: Federal agency securities.

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP): A California Joint Powers Authority ("JPA") established in 1989 to provide California public agencies with professional investment services. The CAMP Pool is a permitted investment for all local agencies.

CALIFORNIA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM (CLASS): California CLASS is a Joint Powers Authority investment pool that provides public agencies the opportunity to invest funds on a cooperative basis in rated pools managed in accordance with state law with the primary objectives of offering participants maximum safety, daily and next-day liquidity, and optimized returns.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&Ls, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loans associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-throughs is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): Funds from local governmental units may be remitted to the California State Treasurer for deposit in this special fund for the purpose of investment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Federal Reserve Bank is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the banks' vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SEC RULE 15C3-1: See uniform net capital rule.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

TREASURY BILLS: A non-interest bearing security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a)INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

APPENDIX NO. 2
INVESTMENT PORTFOLIO GUIDELINES

A. INTRODUCTION. These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in this Policy are attained.

B. GENERAL FACTORS. Several factors must be considered in preparation for effective portfolio management.

1. Cash Forecast. The cash flow of the City shall be updated daily with an analysis of cash receipts and expenditures. A close working relationship with city programs having a significant impact on cash flow is maintained to maximize the efficiency of the city's cash management system.

2. Pooled Cash. Whenever practical, the City's cash should be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to specific fund ledger balances. No city bank account may be opened without the knowledge and consent of the City Treasurer.

3. Authorized Institutions. A list of institutions, which meet the criteria of the Investment Policy and have been authorized by the City Treasurer to do business with the City, will be maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

4. Preservation of Portfolio Value. Yield standards are in place in an effort to maintain earnings consistent with the market average rate of return.

C. STRATEGY: Strategy refers to the plan of action for managing financial resources in the most advantageous manner. The City Treasurer uses the following elements in developing strategy.

1. Economic Forecasts. Economic forecast information developed by economists and financial experts, obtained through bankers and brokers, is used to assist the City Treasurer with the formulation of an investment strategy for the city.

2. Investment Implementation. Investment transactions will be executed in conformance with anticipated cash flow requirements, economic conditions, and interest rate trends and must be consistent with the established Investment Policy.

3. Yield Enhancement. Investment techniques will be utilized which increase yield and maintain a fully invested position (i.e., investment in repurchase agreements for overnight and weekend surplus funds).

D. INVESTMENT PROCEDURES. The City Treasurer has developed internal investment procedures to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.

1. Diversification. The fund should consist of a mix of various types of securities, issuers, and maturities.

2. Investment Transactions. All investment transactions will be executed by the City Treasure. Daily administrative record keeping functions are delegated to the Revenue Supervisor or Designee. In the event of a prolonged absence or vacancy in the Treasurers position, the City Council may direct staff to engage the services of one or more external investment managers.

3. Wire Transfers. Whenever possible, the city will use repetitive wire transfers to restrict the transfer of funds to preauthorized accounts only. All wire transfers require an initiator plus an approval by an authorized employee as well as verification by two bank employees.

4. Safekeeping. Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping with the Trust Department of Bank of New York acting as third party trustee. All purchases will be on a delivery-versus-payment basis. Evidences of accounts for certificates of deposit will be issued in the city's name and held in City Treasurer's vault.

E. INVESTMENT CRITERIA. All investments will be made in compliance with Federal, State, and Local laws governing the investment of city funds, and in accordance with this Policy.

1. Maturity of Investment. Investments longer than one year may be made if consistent with the city's cash flow needs and related intent of holding until maturity. Securities may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of city funds, the investment will be sold at the earliest possible convenience. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved. Such sales will be determined by the City Treasurer.

2. Certificate of Deposit Evaluation.

(a) Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of $250,000, approved collateral shall be required at the percentage above market value as specified by California Government Code Section 53652 and/or 53651.

(b) Negotiable Certificates of Deposit shall be evaluated in terms of the credit worthiness of the issuer as these deposits are uninsured and uncollateralized promissory notes.

F. PRIMARY GOALS. As set forth in the Investment Policy, the primary goals for the safety, liquidity, and yield, in that priority order.

1. Safety. The safety/risk associated with an investment refers to the potential loss of principal, accrued interest, or a combination of these. The City employs investment instruments which are considered safe. The primary duty of the City Treasurer is to protect the cash and investments placed in his trust on behalf of the residents of the community.

2. Liquidity. Liquidity refers to the ability to convert investment holdings to cash immediately with a minimal loss of principal or accrued interest. This quality of an investment is important should an unexpected need for funds occur.

3. Yield. Yield is the dollar earnings the investment provides. Yield becomes important only after the fundamental requirements of safety and liquidity have been met.

APPENDIX NO. 3

CITY OF REDLANDS

OFFICE OF THE CITY TREASURER

BANK/SAVINGS & LOAN QUESTIONNAIRE AND CERTIFICATION

1. Name of Firm _____

2. Address _____

3. Telephone No. _____ _____
(Local) (National Headquarters)

4. Primary Representative: Manager:

Name: _____ Name_____

Title _____ Title _____

Telephone No. _____ Telephone No. _____

5. What is the total of assets of the Bank/Savings & Loan? _____

6. What are the current ratios? Prior Year?

Net Worth	_____	_____
Tangible Capital	_____	_____
Core-based Capital	_____	_____
Risk-based Capital	_____	_____

7. Has there been a year during the past three years in which the Bank/Savings & Loan did not make a profit?

8. What is the education level of the Primary Contact(s)? _____

9. How many years of related experience does the Primary Contact(s) have? _____

10. Where is the collateral for Time Deposits of the Bank/Savings & Loan held?_____

_____

11. Has there been a period during the past five years when Time Deposits of the Bank/Savings & Loan have not been fully collateralized? If Yes, explain.

_____

12. Describe the precautions taken by your Bank/Savings & Loan to protect the interest of the public when dealing with government agencies as depositors or investors.

    _____

    _____

13. What other banking services would you be interested in providing the City of Redlands?

    _____

    _____

14. What transaction documents and reports would we receive? _____

    _____

15. What information would you provide to our Investment Officer? _____

    _____

16. Please provide your entity's most recent certified financial statement.

17. Please provide your Contract of Deposit of Moneys pre-signed and sealed by your institution as well as any signature cards that you may require.

18. Please provide your wiring instructions. _____

    _____

-- CERTIFICATION --

I hereby certify that I have personally read the City of Redlands' Investment Policy and the California Government Codes pertaining to the investments of the City of Redlands, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the City of Redlands. All sales personnel will be routinely informed of City of Redlands' investment objectives, strategies and risk constraints whenever we are so advised. We pledge to exercise due diligence in informing the City Treasurer of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

NOTE: Completion of Questionnaire is only part of the City of Redlands' Certification process and DOES NOT guarantee that the applicant will be approved to do business with the City.

SIGNED _____
DATE _____

(countersigned by company president or person in charge of government security operations)

_____

APPENDIX NO. 4

CITY OF REDLANDS

OFFICE OF THE CITY TREASURER

BROKER/DEALER QUESTIONNAIRE AND CERTIFICATION

1. Name of Firm _____

2. Address _____

3. Telephone No. _____ _____
(Local) (National Headquarters)

4. Primary Representative: Manager:

Name _____ Name _____

Title _____ Title _____

Telephone No. _____ Telephone No._____

5. Are you a recognized primary dealer in Government Securities?
[ ] YES [ ] NO

6. If yes, how many years has your firm been a primary dealer? _____

7. What was your firm's total volume in U.S. Government and agency securities trading last year?

Firm-wide $_____

Your office $_____

Number of transactions from your office _____

8. Which of the following instruments are offered regularly by your trading desk?

[ ] T-Bills [ ] BA's (Domestic)

[ ] T-Notes/Bonds [ ] BA's (Foreign)

[ ] Agencies (specify) [ ] Commercial Paper
_____ [ ] C D's
_____
_____ [ ] Medium Term Notes

[ ] Repurchase Agreements [ ] Mutual Funds (eligible for public investment)

9. Identify all personnel who will be trading with or quoting securities to the City Treasurer.

Name	Title	# of Years in Institutional Sales	# of Years with Firm	Telephone

10. Please identify your most directly comparable City Local Agency clients in our geographical area.

Entity	Contact Person	Telephone	Client since

11. Is there anything in your background in the government security business that makes you stand out above the rest? Why should the City of Redlands deal with you?

12. Have any of your public sector clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of a particular instrument? If so, please explain.

13. Has any public-sector client ever claimed in writing that your firm was responsible for investment losses? Explain.

14. Has your firm consistently complied with the Federal Reserve Bank's capital adequacy guidelines? Include certified documentation of your current capital adequacy as measured by Federal Reserve Standards.

15. Please provide certified financial statements and other statements regarding your firm's capitalization.

16. Please provide samples of research reports that your firm regularly supplies to public sector clients.

17. Are you a Broker instead of a Dealer (i.e., you DO NOT own positions of securities)?

    [ ] Yes [ ] No

18. What reports, transactions, confirmations and paper trail would the city receive? _____

_____

_____

19. What training information would you provide to our employees and investment officers?

_____

_____

20. How many and what percentage of your transactions failed last month?_____
    Last year?_____

21. What portfolio information do you require from clients?_____

_____

-- CERTIFICATION --

I hereby certify that I have personally read the City of Redlands' Investment Policy and the California Government Codes pertaining to the investments of the City of Redlands, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the City of Redlands. All sales personnel will be routinely informed of City of Redlands' investment objectives, strategies and risk constraints whenever we are so advised. We pledge to exercise due diligence in informing the City Treasurer of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

NOTE: Completion of Questionnaire is only part of the City of Redlands' Certification process and DOES NOT guarantee that the applicant will be approved to do business with the City.

SIGNED _____
DATE _____

(countersigned by company president or person in charge of government security operations)

_____

STATEMENT OF INVESTMENT POLICY
FOR THE CITY OF REDLANDS, CALIFORNIA

1.0 INTRODUCTION

This Investment Policy ("Policy") provides formalized framework for the prudent investment of unexpended cash of the City of Redlands ("the City") and its related authorities and agencies. The City's policy is to invest public funds in a manner which seeks to provide high investment return consistent with the public trust and the prioritized objectives of safety, liquidity and yield, while meeting the City's daily cash flow requirements and conforming to all state and local statutes governing the investment of public funds.

2.0 SCOPE

This Policy applies to all monies under the direct oversight of the City Treasurer, including those of the City, the Successor Agency to the former Redevelopment Agency of the City of Redlands, the Redlands Public Improvement Corporation and the Redlands Financing Authority. This Policy is generally applicable to bond proceeds with consideration given to specific provisions of each issuance. Reports of the investment of bond proceeds are summarized quarterly by the City Treasurer and are attached to the Treasurer's quarterly report of the pooled investment fund. The employees' retirement and deferred compensation funds are not included in this Policy.

3.0 PRUDENCE

Investments shall be made with judgment and care -- under circumstances then prevailing -- which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the "prudent investor standard" as defined in Government Code Section 53600.3 and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the City Treasurer to invest funds to the fullest extent possible. The City Treasurer maintains a diversified portfolio to accomplish the primary objectives of safety, liquidity, and yield (in that order of priority).

4.1 Safety: The safety/risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of these. The City seeks to mitigate credit risk by prequalifying and continual monitoring of financial institutions with which it will do business, and by careful scrutiny of the credit worthiness of the investment instruments as well as the institutions. The City seeks to mitigate rate risk through diversification of instruments as well as maturities.

4.2 Liquidity: The portfolio will be structured with sufficient liquidity to allow the City to meet anticipated cash requirements. This will be accomplished through diversity of instruments to include those with active secondary markets, those which can match maturities to expected cash needs, the State Local Agency Investment Fund (LAIF), the California Asset Management Program (CAMP), and the California Cooperative Liquid Assets Securities System (CLASS) with immediate withdrawal provision.

4.3 Yield: A competitive market rate of return is the third objective of the City's investment portfolio after the fundamental requirements of safety and liquidity have been met.

5.0 DELEGATION OF AUTHORITY

California Government Code Section 53607 provides the authority for the City Council to invest the funds of the City or to delegate the full responsibility to the treasurer of the City.

5.1 City Council: By resolution, the City Council delegates authority to the City Treasurer for investing City funds in accordance with California Government Code Section 53600, et. seq.

5.2 City Treasurer: The execution of investment transactions on a daily basis will be conducted by the City Treasurer. In the event of a prolonged absence or vacancy in the Treasurers position, the City Council may direct staff to engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external investment managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940. The City Treasurer has established a system of controls and a segregation of responsibilities of investment functions to assure maintenance of internal control over the investment functions. At the direction of the City Treasurer, the Revenue Supervisor or Designee will keep a complete record of all investment transactions.

5.3 The City Treasurer has the authority to recommend changes in this Policy at any time in order to carry out the duties as chief investment officer for the City. All such recommended amendments to this Policy shall be approved by the City Council to be effective.

5.4 Government Code Section 36501 states that there must be an office of City Treasurer. The City Treasurer of the City of Redlands is an elected position.

6.0 ETHICS AND CONFLICTS OF INTEREST

The City Treasurer and employees of the City involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair the ability to make impartial investment decisions. The City Treasurer is governed by The Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The City Treasurer shall transact business only with banks, savings and loans, and securities dealers.

7.1 Authorization: The City may conduct business with major registered broker/dealers and with dealers designated Primary by the Federal Reserve provided all the following criteria are met. Broker/Dealers must: 1) have offices located in the State of California, 2) be adequately capitalized, 3) make markets in securities appropriate to the City's needs, and 4) agree to abide by the conditions set forth in this Policy. The City Treasurer shall investigate all institutions that wish to do business with the City and will annually review the financial condition and registrations of qualified institutions.

7.2 Rating: With the exception of the LAIF and U.S. Treasury and Government Agency issues, investments shall be placed only in those instruments and institutions rated favorably as determined by the City Treasurer.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

California Government Code Section 53601 defines eligible securities for the investment of surplus funds by local agencies. Surplus funds of the City are invested in compliance with this statute and as further limited in this Policy.

The City's investments are permitted as listed below and defined in the subsections following.

Summary of Authorized Investments					
#	Type of Investment	CA Gov. Code % of Funds Permitted	City of Redlands% Funds Authorized	CA Gov. Code Max Final Maturity	Redlands Maximum Final Maturity
8.1	United States Treasury notes, bonds, bills or certificates of indebtedness	100%	100%	5 Years	5 Years
8.2	Federal Agency or U.S. government sponsored enterprise (GSE) obligations	100%	100%	5 years	5 years
8.3	Banker's Acceptances	40%; 30% of a single issuer	40%; 30% of a single issuer	180 days	180 days
8.4	Commercial Paper of "Prime" quality	25%; 10% of a single issuer	15%; 10% of a single issuer	270 days	270 days
8.5	Negotiable Certificates of Deposits	30%	30%	5 years	5 years
8.6	Time Certificates of Deposit (TCD)	100%	30%; 15% of a single institution	5 years	5 Years
8.7	Repurchase Agreements	100%	100%	1 year	1 year
8.8	Medium Term Corporate Notes	30%; 10% of a single issuer	20%; 10% of a single issuer	5 years	5 years
8.9	Other State of California Local Agency bonds, notes, warrants or other evidence of indebtedness	100%	100%	5 years	5 years
8.10	Shares of beneficial interest, Mutual Funds	20%; 10% of a single fund	10%	N/A	N/A
8.11	Investment Funds: LAIF, CAMP and CLASS	$75 million per account	$75 million per account	N/A	N/A
8.12	Bonds issued by the City or agency of the City	100%	100%	5 Years	5 Years
8.13	City of Redlands Specific Program Short-term Loans	N/A	With Council Approval	N/A	N/A

8.1 U.S. Government: United States Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the

percentage of the portfolio invested in this category. Maturities are limited to a maximum of five years.

8.2 U.S. Agencies: The purchase of instruments of, or issued by, a federal agency or a United States government-sponsored enterprise will be limited to a maximum maturity of five years. Such agencies include, but are not limited to, the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Tennessee Valley Authority, and the Federal National Mortgage Association.

8.3 Bankers' Acceptances: Bills of exchange or time drafts drawn on and accepted by commercial banks which are eligible for purchase by the Federal Reserve System are known as bankers' acceptances. Purchases of these instruments shall not exceed 180 days to maturity or 40 percent of an agency's surplus funds. A maximum of 30 percent may be invested in the bankers' acceptances of any one commercial bank.

8.4 Commercial Paper: This short-term unsecured promissory note is issued to finance short-term credit needs. Eligible paper is that which is ranked "P1" by Moody's Investor Services or "A1" by Standard & Poor's, issued by a domestic corporation having assets in excess of $500,000,000, and having an "A" or better rating on issuer's debt. Purchases of commercial paper may not exceed 270 days or represent more than 10 percent of the outstanding paper of an issuing corporation. Commercial paper purchases will be limited to 15 percent of the City's portfolio.

8.5 Negotiable Certificates of Deposit (NCDs): Allowable NCDs are issued by a nationally or state-chartered bank or a state or federal association or by a federally licensed or state-licensed branch of a foreign bank. Purchases of these investments shall not exceed 30 percent of surplus funds in NCDs limited to institutions rated "Aa" or better by Moody's or "AA-" or better by Standard & Poor's CD Rating Services. A rating equivalent of A or better is required for those institutions not rated by Moody's or Standard & Poor's. NCDs are considered liquid, trading actively in the secondary market.

8.6 Certificates of Deposit (CDs): Certificates of deposit or "time deposits" of up to $250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. CDs shall be limited to a maximum of 30 percent of the portfolio and to a maximum of 15 percent deposited in any one institution. In addition, time deposits shall be placed in institutions meeting all capital requirements and which maintain a rating of superior, excellent, or sound according to at least two bank rating services.

8.7 Repurchase Agreements: The city may invest in repurchase agreements with banks and dealers of primary dealer status recognized by the Federal Reserve with which the city has entered into a master repurchase contract which specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed one year. The market value of securities used as collateral for repurchase agreements shall be monitored by the City Treasurer's office and will not be allowed to fall below 102 percent of the value of the repurchase agreement. In order to conform with provisions of the Federal Bankruptcy Code, which provide

for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be eligible negotiable certificates of deposit, bankers' acceptances, commercial paper, or securities that are direct obligations of or that are fully guaranteed by the United States or any agency of the United States. These eligible securities are further defined by California Government Code Section 53651.

8.8 Medium Term Notes: These promissory notes are issued by corporations, for a term not to exceed five years, to finance their medium term credit needs. Eligible notes are those which are rated "A" or better by a nationally recognized rating service. These notes are limited to 20% of the City's portfolio.

8.9 Local Agencies within California: The City may invest in bonds, notes, warrants, or other indebtedness of other local agencies within California.

8.10 Mutual Funds: Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53600, et. seq., and complying with Section 53630, et. seq., are permitted investments. Section 53601(l) further defines requirements. A maximum of 10 percent of the portfolio may be so invested.

8.11 Investment Funds: The LAIF has been established by the State Treasurer for the benefit of local agencies. The California Asset Management Program (CAMP) is a California Joint Powers Authority established to provide California Public Agencies with professional investment services similar to the LAIF. The California Cooperative Liquid Assets Securities System (CLASS) is another Joint Powers Authority investment pool that provides public agencies the opportunity to invest funds. The city may invest in the LAIF, the CAMP, and the California CLASS up to the maximum permitted by the funds.

8.12 Bond Funds Permitted Investments: The City or the Successor Agency to the former Redevelopment Agency of the City of Redlands, as appropriate, may, with the written approval of the City Treasurer, invest bond proceeds and other monies related to Agency and City bonds in investments permitted by the authorizing documents (including, but not limited to, a resolution of issuance, fiscal agent agreement, trust agreement or bond indenture).

8.13 With the approval of the City Council and concurrence of the City Treasurer, funds may be invested in short- term loans to provide specific funding to City programs.

Ineligible Investments: Government Code Section 53601.6 prohibits the City from investing in inverse floaters, range notes, or mortgage-derived, interest-only strips. It further prohibits investing in securities that would result in zero interest accrual if held to maturity. Investments not described herein, including but not limited to common stocks, financial futures contracts and options, and reverse repurchase agreements are prohibited in this fund.

Downgrade Evaluation: In the event that a security's rating is downgraded below allowable levels, the City Treasurer will evaluate if continuing to hold the security or selling the security is in the best interest of the City.

9.0 COLLATERAL

The issue of collateral requirements is addressed in California Government Code Section 53652. All active and inactive deposits must be secured at all times with eligible securities in securities pools pursuant to Government Code Sections 53656 and 53657. Eligible securities held as collateral shall have a market value in excess of the total amount of all deposits of a depository as follows:

--Government securities, at least 10 percent in excess
--Mortgage backed securities, at least 50 percent in excess
--Letters of credit, at least 5 percent in excess

10.0 SAFEKEEPING AND CUSTODY

Security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities exceeding 30 days to maturity shall be held by a third party custodian designated by the City Treasurer. Evidence of account for each time deposit will be held in the City Treasurer's office.

11.0 DIVERSIFICATION

In an effort to reduce portfolio risk while attaining market average rates, the City's portfolio will be suitably diversified by type, institution and maturity.

11.1 Security Type and Institution: With the exception of U.S. Treasury securities and authorized pools, investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

11.2 Maximum Maturities: To the extent possible, the City Treasurer will attempt to match investments with anticipated cash flow requirements. The City's portfolio will not be directly invested in securities which mature more than five years from the date of purchase, except for reserve funds which may be invested in securities exceeding five years (maturity of such investments should coincide as nearly as practicable with expected use of funds).

12.0 INTERNAL CONTROLS

A system of internal controls will be maintained to assure compliance with Federal and State regulations, City Council direction, and prudent cash management procedures.

12.1 Investment Portfolio Guidelines: Guidelines (Appendix No. 2) have been established for procedures within the City Treasurer's Office to assure internal investment controls and a segregation of responsibilities of investment functions.

12.2 Annual Audit: The City's portfolio is included in the annual review of the City's financial management performed by an outside audit firm.

13.0 PERFORMANCE STANDARDS

The investment portfolio will be designed to obtain a market-average rate of return during budgetary and economic cycles, taking into account the city's investment risk constraints and cash flow needs. The market-average rate of return is defined as the average return on three-month Treasury bills. In addition, the city portfolio will be compared with LAIF and expected to maintain an annual yield within 0.50 basis points (1/2 of 1 percent) of LAIF's annual yield.

14.0 REPORTING

14.1 Quarterly Report: The City Treasurer will provide quarterly detailed reports of pooled investments and invested bond proceeds held by our Trustees to the City Council and City Manager.

14.2 Annual Report: This Investment Policy may be presented annually to the City Council for approval. Any change in the policy shall be considered by the City Council for approval.

APPENDIX NO. 1
GLOSSARY

AGENCIES: Federal agency securities.

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP): A California Joint Powers Authority ("JPA") established in 1989 to provide California public agencies with professional investment services. The CAMP Pool is a permitted investment for all local agencies.

CALIFORNIA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM (CLASS): California CLASS is a Joint Powers Authority investment pool that provides public agencies the opportunity to invest funds on a cooperative basis in rated pools managed in accordance with state law with the primary objectives of offering participants maximum safety, daily and next-day liquidity, and optimized returns.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&Ls, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loans associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-throughs is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): Funds from local governmental units may be remitted to the California State Treasurer for deposit in this special fund for the purpose of investment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Federal Reserve Bank is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the banks' vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SEC RULE 15C3-1: See uniform net capital rule.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

TREASURY BILLS: A non-interest bearing security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a)INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

APPENDIX NO. 2
INVESTMENT PORTFOLIO GUIDELINES

A. INTRODUCTION. These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in this Policy are attained.

B. GENERAL FACTORS. Several factors must be considered in preparation for effective portfolio management.

1. Cash Forecast. The cash flow of the City shall be updated daily with an analysis of cash receipts and expenditures. A close working relationship with city programs having a significant impact on cash flow is maintained to maximize the efficiency of the city's cash management system.

2. Pooled Cash. Whenever practical, the City's cash should be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to specific fund ledger balances. No city bank account may be opened without the knowledge and consent of the City Treasurer.

3. Authorized Institutions. A list of institutions, which meet the criteria of the Investment Policy and have been authorized by the City Treasurer to do business with the City, will be maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

4. Preservation of Portfolio Value. Yield standards are in place in an effort to maintain earnings consistent with the market average rate of return.

C. STRATEGY: Strategy refers to the plan of action for managing financial resources in the most advantageous manner. The City Treasurer uses the following elements in developing strategy.

1. Economic Forecasts. Economic forecast information developed by economists and financial experts, obtained through bankers and brokers, is used to assist the City Treasurer with the formulation of an investment strategy for the city.

2. Investment Implementation. Investment transactions will be executed in conformance with anticipated cash flow requirements, economic conditions, and interest rate trends and must be consistent with the established Investment Policy.

3. Yield Enhancement. Investment techniques will be utilized which increase yield and maintain a fully invested position (i.e., investment in repurchase agreements for overnight and weekend surplus funds).

D. INVESTMENT PROCEDURES. The City Treasurer has developed internal investment procedures to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.

1. Diversification. The fund should consist of a mix of various types of securities, issuers, and maturities.

2. Investment Transactions. All investment transactions will be executed by the City Treasure. Daily administrative record keeping functions are delegated to the Revenue Supervisor or Designee. In the event of a prolonged absence or vacancy in the Treasurers position, the City Council may direct staff to engage the services of one or more external investment managers.

3. Wire Transfers. Whenever possible, the city will use repetitive wire transfers to restrict the transfer of funds to preauthorized accounts only. All wire transfers require an initiator plus an approval by an authorized employee as well as verification by two bank employees.

4. Safekeeping. Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping with the Trust Department of Bank of New York acting as third party trustee. All purchases will be on a delivery-versus-payment basis. Evidences of accounts for certificates of deposit will be issued in the city's name and held in City Treasurer's vault.

E. INVESTMENT CRITERIA. All investments will be made in compliance with Federal, State, and Local laws governing the investment of city funds, and in accordance with this Policy.

1. Maturity of Investment. Investments longer than one year may be made if consistent with the city's cash flow needs and related intent of holding until maturity. Securities may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of city funds, the investment will be sold at the earliest possible convenience. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved. Such sales will be determined by the City Treasurer.

2. Certificate of Deposit Evaluation.

(a) Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of $250,000, approved collateral shall be required at the percentage above market value as specified by California Government Code Section 53652 and/or 53651.

(b) Negotiable Certificates of Deposit shall be evaluated in terms of the credit worthiness of the issuer as these deposits are uninsured and uncollateralized promissory notes.

F. PRIMARY GOALS. As set forth in the Investment Policy, the primary goals for the safety, liquidity, and yield, in that priority order.

1. Safety. The safety/risk associated with an investment refers to the potential loss of principal, accrued interest, or a combination of these. The City employs investment instruments which are considered safe. The primary duty of the City Treasurer is to protect the cash and investments placed in his trust on behalf of the residents of the community.

2. Liquidity. Liquidity refers to the ability to convert investment holdings to cash immediately with a minimal loss of principal or accrued interest. This quality of an investment is important should an unexpected need for funds occur.

3. Yield. Yield is the dollar earnings the investment provides. Yield becomes important only after the fundamental requirements of safety and liquidity have been met.

APPENDIX NO. 3

CITY OF REDLANDS

OFFICE OF THE CITY TREASURER

BANK/SAVINGS & LOAN QUESTIONNAIRE AND CERTIFICATION

1. Name of Firm _____

2. Address _____

3. Telephone No. _____ _____
(Local) (National Headquarters)

4. Primary Representative: Manager:

Name: _____ Name_____

Title _____ Title _____

Telephone No. _____ Telephone No. _____

5. What is the total of assets of the Bank/Savings & Loan? _____

6. What are the current ratios? Prior Year?

Net Worth	_____	_____
Tangible Capital	_____	_____
Core-based Capital	_____	_____
Risk-based Capital	_____	_____

7. Has there been a year during the past three years in which the Bank/Savings & Loan did not make a profit?

8. What is the education level of the Primary Contact(s)? _____

9. How many years of related experience does the Primary Contact(s) have? _____

10. Where is the collateral for Time Deposits of the Bank/Savings & Loan held?_____

_____

11. Has there been a period during the past five years when Time Deposits of the Bank/Savings & Loan have not been fully collateralized? If Yes, explain.

_____

12. Describe the precautions taken by your Bank/Savings & Loan to protect the interest of the public when dealing with government agencies as depositors or investors.
    _____
    _____

13. What other banking services would you be interested in providing the City of Redlands?
    _____
    _____

14. What transaction documents and reports would we receive? _____
    _____

15. What information would you provide to our Investment Officer? _____
    _____

16. Please provide your entity's most recent certified financial statement.

17. Please provide your Contract of Deposit of Moneys pre-signed and sealed by your institution as well as any signature cards that you may require.

18. Please provide your wiring instructions. _____
    _____

-- CERTIFICATION --

I hereby certify that I have personally read the City of Redlands' Investment Policy and the California Government Codes pertaining to the investments of the City of Redlands, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the City of Redlands. All sales personnel will be routinely informed of City of Redlands' investment objectives, strategies and risk constraints whenever we are so advised. We pledge to exercise due diligence in informing the City Treasurer of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

NOTE: Completion of Questionnaire is only part of the City of Redlands' Certification process and DOES NOT guarantee that the applicant will be approved to do business with the City.

SIGNED _____
DATE _____

(countersigned by company president or person in charge of government security operations)

_____

Revised March 2023

APPENDIX NO. 4

CITY OF REDLANDS

OFFICE OF THE CITY TREASURER

BROKER/DEALER QUESTIONNAIRE AND CERTIFICATION

1. Name of Firm _____

2. Address _____

3. Telephone No. _____ _____
(Local) (National Headquarters)

4. Primary Representative: Manager:

Name _____ Name _____

Title _____ Title _____

Telephone No. _____ Telephone No._____

5. Are you a recognized primary dealer in Government Securities?
[ ] YES [ ] NO

6. If yes, how many years has your firm been a primary dealer? _____

7. What was your firm's total volume in U.S. Government and agency securities trading last year?

Firm-wide $_____

Your office $_____

Number of transactions from your office _____

8. Which of the following instruments are offered regularly by your trading desk?

[ ]	T-Bills	[ ]	BA's (Domestic)
[ ]	T-Notes/Bonds	[ ]	BA's (Foreign)
[ ]	Agencies (specify)	[ ]	Commercial Paper
	_____	[ ]	C D's
	_____		
	_____	[ ]	Medium Term Notes

[ ] Repurchase Agreements [ ] Mutual Funds (eligible for public investment)

_____ _____

9. Identify all personnel who will be trading with or quoting securities to the City Treasurer.

Name	Title	# of Years in Institutional Sales	# of Years with Firm	Telephone

10. Please identify your most directly comparable City Local Agency clients in our geographical area.

Entity	Contact Person	Telephone	Client since

11. Is there anything in your background in the government security business that makes you stand out above the rest? Why should the City of Redlands deal with you?

_____
_____

12. Have any of your public sector clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of a particular instrument? If so, please explain._____

_____
_____
_____

13. Has any public-sector client ever claimed in writing that your firm was responsible for investment losses? Explain._____

14. Has your firm consistently complied with the Federal Reserve Bank's capital adequacy guidelines? Include certified documentation of your current capital adequacy as measured by Federal Reserve Standards._____

15. Please provide certified financial statements and other statements regarding your firm's capitalization.

16. Please provide samples of research reports that your firm regularly supplies to public sector clients.

17. Are you a Broker instead of a Dealer (i.e., you DO NOT own positions of securities)?

    [ ] Yes [ ] No

18. What reports, transactions, confirmations and paper trail would the city receive? _____
_____
_____

19. What training information would you provide to our employees and investment officers?
_____
_____

20. How many and what percentage of your transactions failed last month?_____
Last year?_____

21. What portfolio information do you require from clients?_____
_____

-- CERTIFICATION --

I hereby certify that I have personally read the City of Redlands' Investment Policy and the California Government Codes pertaining to the investments of the City of Redlands, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the City of Redlands. All sales personnel will be routinely informed of City of Redlands' investment objectives, strategies and risk constraints whenever we are so advised. We pledge to exercise due diligence in informing the City Treasurer of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

NOTE: Completion of Questionnaire is only part of the City of Redlands' Certification process and DOES NOT guarantee that the applicant will be approved to do business with the City.

SIGNED _____
DATE _____

(countersigned by company president or person in charge of government security operations)

_____

Revised March 2023

RESOLUTION NO. 8446

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A STATEMENT OF INVESTMENT POLICY AND RESCINDING RESOLUTION NO. 8309

WHEREAS, pursuant to Government Code sections 41001 through 41007, the City Treasurer shall comply with all laws governing the deposit and securing of public funds; and

WHEREAS, investment guidelines and procedures are required to administer the daily investing of the City's surplus cash; and

WHEREAS, an investment policy serves as the foundation of a local agency's investment goals and priorities; and

WHEREAS, AB 2853 (2004) amended Government Code section 53646, making the annual review and approval of investment policies of local agencies optional, which was previously compulsory; and

WHEREAS, from time to time the policies related to investing need to be revised to reflect investment instrument changes, economic conditions, and financial market considerations;

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

Section 1. The City Council herby adopts the Statement of Investment Policy ("Policy") attached hereto as Exhibit "A".

Section 2. This Resolution and the Policy established by this Resolution, shall become effective, March 16, 2023.

Section 3. That Resolution No. 8309 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 7th day of March, 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 7th day of March, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8447 Delegating Investment Authority to the City Treasurer Pursuant to Government Code Section 53607 (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. 8447.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8447 to authorize the annual delegation of duties of investing funds of the City to the City Treasurer in accordance with Government Code Section 53607.

DISCUSSION:

Government Code Section 53607 allows the City Council to delegate the authority of investing funds of the City to the City Treasurer for a one-year period.

ALTERNATIVES:

Not Applicable

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Robert Dawes, City Treasurer

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

PREPARED BY:
Aimee Hoover, Revenue Supervisor

Fiscal Impact

Discussion:

There is no fiscal impact associated with approval of this resolution.

Attachments

Annual Delegation of Authority 2023

RESOLUTION NO. 8447

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DELEGATING INVESTMENT AUTHORITY TO THE CITY TREASURER PURSUANT TO GOVERNMENT CODE SECTION 53607

WHEREAS, Government Code section 53607 authorizes the City Council to delegate the duties of investing or reinvesting funds of the City, or to sell or exchange securities so purchased, to the City Treasurer for a period not exceeding one year; and

WHEREAS, it is the desire of the City Council to delegate investment authority of City funds to the City Treasurer;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. That the City Treasurer is hereby delegated the authority to invest, or reinvest funds of the City, or to sell or exchange securities so purchased, for the period commencing on March 16, 2023, through March 15, 2024, pursuant to Government Code Section 53607.

Section 2. That the City Treasurer shall prepare a monthly report to the City Council of all transactions subject to this Resolution, as required by Government Code Section 53607.

ADOPTED, SIGNED AND APPROVED this 7th day of March, 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 7th day of March, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Jeanne Donaldson, City Clerk

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Third Amendment to the Professional Services Agreement with Michael Baker International, Inc. increasing the existing agreement from $299,990 by $100,000 for a total aggregate amount not-to-exceed $399,990 for professional planning, environmental, and development review services, extending the end-term of the agreement from March 31, 2023, to June 30, 2024; and an additional appropriation in the amount of $50,000 (Development Services Director Desatnik)

MOTION(S):

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

I move to approve the Third Amendment to the Agreement with Michael Baker International, Inc. increasing the not-to-exceed amount to $399,990 and extending the term of the agreement to June 30, 2024; and an additional appropriation of $50,000.

RECOMMENDATION:

Staff recommends City Council approve the Third Amendment to the Agreement with Michael Baker International, Inc. for professional planning, environmental, and development review services for a total aggregate amount not-to-exceed $399,990 and extend the term of the agreement to June 30, 2024.

DISCUSSION:

On March 29, 2022, an agreement in the amount of $49,990 was approved by the City Manager to allow the Development Services Department Planning Division (Department) to continue to provide timely development review and other planning services to customers due to several vacancies in the

Department, as well as address an influx of new projects. On July 5, 2022, the First Amendment was approved by the City Council for an additional $100,000 to allow the Department to continue to maintain the same level of service. On September 6, 2022, City Council approved the Second Amendment to the agreement for an additional $150,000 for a total aggregate amount not-to-exceed $299,990.

The Department continues to experience personnel shortages and is actively recruiting to fill vacancies. In the interim, approval of this Third Amendment Agreement will allow the Department to continue to access, and provide to the public, the professional services offered by Michael Baker International, Inc. without interruption to projects currently in the development review process and customer service, as the recruitment process continues.

ALTERNATIVES:

City Council may elect not to approve the Third Amendment to the Agreement. If the amendment is not approved, it would impact the timeliness of development project review for customers.

STRATEGIC PLAN:

Priority B: Public Health and Safety
Priority D: Sustainability

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:	FY 2022-23
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$50,000
Budgeted Y/N:	N
Account No.:	101164-6106

Discussion:

Approval of this Third Amendment to the Agreement will result in the use of General Fund in the amount of $50,000. Appropriation in the amount of $50,000 exists in the 2022-2023 Development Services Department Planning Division Budget to fund the remainder of this request. This Third Amendment will increase Purchase Order No. 222119687 from $299,990 by $100,000 to an aggregate total not-to-exceed $399,990 with Michael Baker International.

Attachments

Third Amendment_MBI
Second Amendment MBI
First Amendment MBI
Original Agreement MBI
Additional Appropriation Form

THIRD AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This third amendment ("Third Amendment") to the agreement for professional planning, environmental, and development review services ("Agreement"), dated March 29, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Michael Baker International, Inc., a Pennsylvania corporation ("Consultant"), is made and entered into this 7th day of March 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to Article 4.2 to extend the end term of this Agreement from March 31, 2023, to June 30, 2024, and to Article 5.1 to increase the not-to-exceed payment amount to the Consultant from two hundred ninety-nine thousand nine hundred ninety dollars ($299,990) to three hundred ninety-nine thousand nine hundred ninety dollars ($399,990).

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, entitled "Performance of Services," is hereby amended to read as follows:

'4.2 The term of this Agreement shall commence on March 30, 2022, and terminated on June 30, 2024, unless the Services are terminated earlier as provided for herein"

Section 2. Section 5.1 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 three hundred ninety-nine thousand nine hundred ninety dollars ($399,990). City shall pay Consultant on a time and material basis in accordance with Exhibit "B," titled "Compensation," which is attached hereto and incorporated herein by this reference."

Section 3. All other provisions of the Agreement shall remain unchanged by this Third Amendment and in effect.

Section 4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, the parties have executed this Third Amendment, to be effective as of March 7, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Tanya Bilezikjian, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for professional planning, environmental and development review services ("Agreement"), dated March 29, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Michael Baker International, Inc.("Consultant"), is made and entered into this 6th day of September 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to Article 5.1 to increase the payment to the Consultant from one hundred forty-nine thousand nine hundred ninety dollars ($149,990) to two hundred ninety-nine thousand nine hundred ninety dollars ($299,990).

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

AGREEMENT

Section 1. Section 5.1 of the Agreement, titled "Payments to Consultant," is hereby amended to read as follows:

'5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of two hundred ninety-nine thousand ninety dollars ($299,990). City shall pay Consultant on a time and material basis in accordance with Exhibit "B," titled "Compensation," which is attached hereto and incorporated herein by this reference."

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

Section 3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of September 6, 2022.

[Signatures on Next Page]

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Tanya Bilezikjian, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL PLANNING, ENVIRONMENTAL AND DEVELOPMENT REVIEW SERVICES

This first amendment ("First Amendment") to the agreement for professional planning, environmental and development review services ("Agreement"), dated March 29, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Michael Baker International, Inc., ("Consultant"), is made and entered into this 5th day of July, 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 5.1 titled "Payments to Consultant" of their existing Agreement to increase the payment to the consultant from forty-nine thousand nine hundred dollars ($49,990) to a total aggregate amount not to exceed one hundred forty-nine thousand nine hundred ninety dollars ($149,990);

NOW, THEREFORE, the City and Consultant agree as follows:

AGREEMENT

Section 1. Section 5.1 of the Agreement, titled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred forty-nine thousand nine hundred ninety dollars ($149,000). City shall pay Consultant on a time and material basis in accordance with Exhibit "B," titled "Compensation," which is attached hereto and incorporated herein by this reference."

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

Section 3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of July 5, 2022.

CITY OF REDLANDS

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Tanya Bilezikjian, Vice President

AGREEMENT TO PERFORM PROFESSIONAL PLANNING, ENVIRONMENTAL, AND DEVELOPMENT REVIEW SERVICES

This agreement for the provision of professional planning, environmental, and development review services ("Agreement") is made and entered in this 29th day of March, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City") and Michael Baker International, Inc., a Pennsylvania 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 development review and project management services as needed 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 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 set forth in Exhibit "A."

4.2 The term of this Agreement shall commence on March 30, 2022, and terminate on March 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 the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of forty nine thousand nine hundred ninety dollars ($49,990). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Compensation," 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, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

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

CONSULTANT:

Tanya Bilezikjian, Vice President
Michael Baker International, Inc.
3536 Concours, Suite 100
Ontario, CA 91764
tbilezikjian@mbakerintl.com
(909) 974-4900

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.

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

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

6.3 City shall defend, indemnify, hold harmless Consultant and its officials, employees and agents from and against any and all claims, causes of action, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent or omission by, or the willful misconduct of, City and its elected officials, employees and agents.

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 acknowledges and agrees it is a designated employee within the meaning of the Political Reform Act and City's Conflict of Interest Code because Consultant:

A. May make a governmental decision whether to: (i) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement; (ii) grant City approval to a plan, design, report, study or similar item; and/or (iii) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof; and

B. Serves in a staff capacity with City and, in that capacity, participates in making governmental decisions or otherwise performs the same, or substantially the same, duties for City that would otherwise be performed by the individual holding the position of City's Building and Safety Official as specified in City's Conflict of Interest Code under Government Code section 87302.

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

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its employees 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 law's 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: _____
Charles M. Duggan, Jr., City Manager

MICHAEL BAKER INTERNATIONAL, INC.

By: _____ 4/4/2022
Tanya Bilezikjian, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

1) Staff assigned as Project Planner(s): Act as the Project Planner for assigned development project(s) and related entitlements, perform related duties including, but not limited to, the following tasks:

a. Interpret and apply the policies in the City's *2035 General Plan*.
b. Interpret and apply the Zoning Regulations (RMC Title 18), Specific Plans, and other relevant policies and land use plans as may be applicable.
c. Interpret and apply a form-based code (if applicable), which is the Transit Villages Specific Plan in the City of Redlands (adoption pending).
d. Interpret and apply the Subdivision Regulations (RMC Title 17) and/or the Subdivision Map Act, if applicable;
e. Interpret and apply other applicable City policies, guidelines, and/or regulations as needed for a proposed project (e.g., architectural design guidelines, Sustainable Mobility Plan, etc.).
f. Write notes and memoranda as needed for project review and tracking purposes;
g. Write staff reports for Planning Commission and City Council, as needed (including utilizing analytical skills, ability to write applicable Findings, ability to generate Conditions of Approval, and ability to write Resolutions).
h. General knowledge and able to apply the California Environmental Quality Act (CEQA) Guidelines.
i. Review draft environmental reports and recommend revisions to content and accuracy of draft environmental documents prepared by environmental consultants (e.g., Initial Study, MND and MMRP, or Draft/Final EIR, etc.).
j. Prepare and/or review required CEQA notices and other related CEQA documents for completeness and accuracy.
k. Work with consultants on related project documents, such as environmental technical reports.
l. Apply related skills in business correspondence and communications, internal and external customer service, and exhibit political acuity while offering apolitical and reasoned recommendations.
m. Work cooperatively with City staff in other departments related to development review functions (e.g., Development Review Committee meetings, reviewing project plans, analyzing design problems and proactively identify alternatives for potential solutions, preparing or revising draft Conditions of Approval, etc.).
n. Be available to be meet (in-person and/or via electronic meetings) with the City's Planning Division staff and management at least one day per week, if necessary.
o. Participate in required meetings and hearings, such as public hearings by the Planning Commission, Historic & Scenic Preservation Commission, and the City Council.

2) Planner(s) assigned as supplemental support for City's Planning Division staff: Act as reviewing Planner for reviewing ministerial applications to include Plan Checks (e.g., for building permits and/or grading permits), Zone Clearance Forms (for business license applications submitted online), and other routine administrative and ministerial applications on behalf of City staff.

EXHIBIT "B"

FEE/COST SCHEDULE

2022 RATE SCHEDULE

TEAM MEMBER	HOURLY RATE
COMPREHENSIVE PLANNING SERVICES	
Project Director/Advisor	$190-$240
Principal Planner/Senior Project Manager	$180-$210
Project Manager	$150-$180
Senior Planner	$135-$160
Associate Planner	$115-$130
Assistant Planner	$90-$115
Planning Technician	$80-$95
ENVIRONMENTAL SERVICES	
Project Director/Advisor	$190-$240
CEQA Project Manager	$150-$180
Senior Environmental Planner	$135-$160
Associate Environmental Planner	$115-$130
BIOLOY/CULTURAL SERVICES	
Project Director/Advisor	$180-$225
Senior Biologist	$120-$150
Associate Biologist	$90-$120
GIS	
GIS Analyst	$95-$115
ADMINISTRATIVE SERVICES	
Technical Editor	$85-$125
Administrative Support	$65-$95
PROJECT DIRECTOR/ADVISOR	
Project Director/Advisor	$190-$240
Administrative Support	$150-$180

For regular business hours, Michael Baker will charge the following hourly rates for key personnel. These rates will be billed on a time-and-materials basis. Therefore, only hours worked will be charged to the City. Michael Baker can bill hours to specific projects to maximize the opportunity for the City to pass costs incurred on to project proponents.

EMILY ELLIOT, AICP	Project Manager/Principal Planner	$170
TAMARA HARRISON	Senior Planner	$160
JON BRAGINTON	Senior Planner	$135
RYAN MURPHY	Associate Planner	$125
DAVID	Associate Planner	$115

Mileage for travel to and from City offices and project sites would be reimbursed at the applicable federal rate. Administrative costs (copies, mailing, etc.) will be billed at cost with no mark-up (our current rates are listed below). Lodging and meals would not be billed to the City. Services for long-range planning and special projects and environmental services will be billed in accordance with the terms established under specific task orders.

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.

MICHAEL BAKER INTERNATIONAL, INC.

By: _____ Date: 4/4/2022

Tanya Bilezikjian, Vice President

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 03/07/2023

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**
Other Professional Services	101164	6106		50000
				$ 50000 -

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

JUSTIFICATION: Additional general planning services to be provided due to multiple vacancies in the dept. to be covered by general fund unassigned fund balance.

Requested By: Brian Desatnik
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8444 for Street Vacation No. 182 - A request for summary vacation of excess public alley right-of-way that is 15 feet wide and approximately 354 feet in length located adjacent to 26849 Barton Road and 26863 Ladera Street (APNs: 0293-082-12-0000, 0293-082-13-0000, 0293-082-14-0000, 0293-082-15-0000, and 0293-082-05-0000), (Joseph E. Bonadiman, Applicant). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8444.

RECOMMENDATION:

Staff recommends that the City Council find that the public alley right-of-way (15 feet wide and approximately 354 feet in length), located adjacent to 26849 Barton Road and 26863 Ladera Street, meets the necessary criteria for a summary vacation and adopt Resolution No. 8444 approving Street Vacation No. 182.

DISCUSSION:

Joseph E. Bonadiman has filed an application to vacate an excess portion of public right-of-way that is considered a public alley. The alley is unimproved, is labeled as 15 feet wide, and is not and has not been used by the public for any access or transportation purposes. It is located between 26849 Barton Road and 26863 Ladera Street, approximately 250 south of Barton Road, and easterly of San Timoteo Canyon Road. While the alley is considered public right-of-way, there is no public access and the adjacent landowners have built sheds, walls, hardscape and landscaping that encroach into the alley area (see Attachment A - Location Map and Aerial Photo)

The applicant is requesting to vacate the alley which will allow potential future property improvements or development of the private properties by the respective owners without further concern of encroachment into any public right-of-way (see Attachment B – Site Photos). The alley extends west approximately 112 feet from the roadway at South Nevada Street, and surrounds a parcel with no site address (APN: 0293-082-12-0000). Overall, the alley area requested to be vacated is approximately 354 long and has a total area of approximately 5,317 square feet.

On December 13, 2022, the Planning Commission reviewed the proposal and voted unanimously to adopt Resolution No. 1603 determining the street vacation would be in conformance with the 2035 General Plan (see Attachment C - Planning Commission Staff Report).

Pursuant to the California Streets and Highways Code (which defines the general procedures for public street and easement vacations), the City Council may adopt a resolution summarily vacating a public street that has been impassable for vehicular travel for a period of five consecutive years preceding vacation, and no public money was expended for maintenance on the street during such period. These findings can be made in this case for this segment of the public alley (which has not been developed or improved) and is identifiable as alley right-of-way only on maps. Therefore, the summary vacation meets the criteria and may be approved. The excess right-of-way for this alley is not required for street or highway purposes.

The homes and structures on the adjacent parcels date back to the 1940s or before. The tract map that subdivided these parcels and created the alley was approved and recorded in 1927, but the alley was never improved, and developments on the adjacent lots have encroached into the alley over time. There are five parcels that abut the alley, and there are two individual property owners that own these parcels. Though the alley has existed on paper since 1927, the City has no record of public improvements to the alley area. The adjacent property owners are requesting to vacate the alley to relieve

encroachments by structures and to allow for potential future improvements or development of their private properties.

ENVIRONMENTAL REVIEW

Street Vacation No. 182 will have no potentially significant effects on the environment and qualifies for exemption from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. Section 15061(b)(3) is the "general rule" exemption for projects where it can be seen with certainty that there will be no environmental effects as a result of the activity.

ALTERNATIVES:

The City Council may:

1. Continue the matter to allow for additional information; or,
2. Not adopt the Resolution.

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

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year: 2022-2023

Appropriation Required Y/N: No

Discussion:

Vacation of the right of way will not have a negative fiscal impact on the City's budget. A fee of $3,726 has been paid by the applicant to defray the expenses of researching and processing this application.

Attachments

Attachment A: Location Map and Aerial Photograph
Attachment B: Site Photographs
Attachment C: Planning Commission Staff Report
Attachment D: City Council Resolution No. 8444



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.

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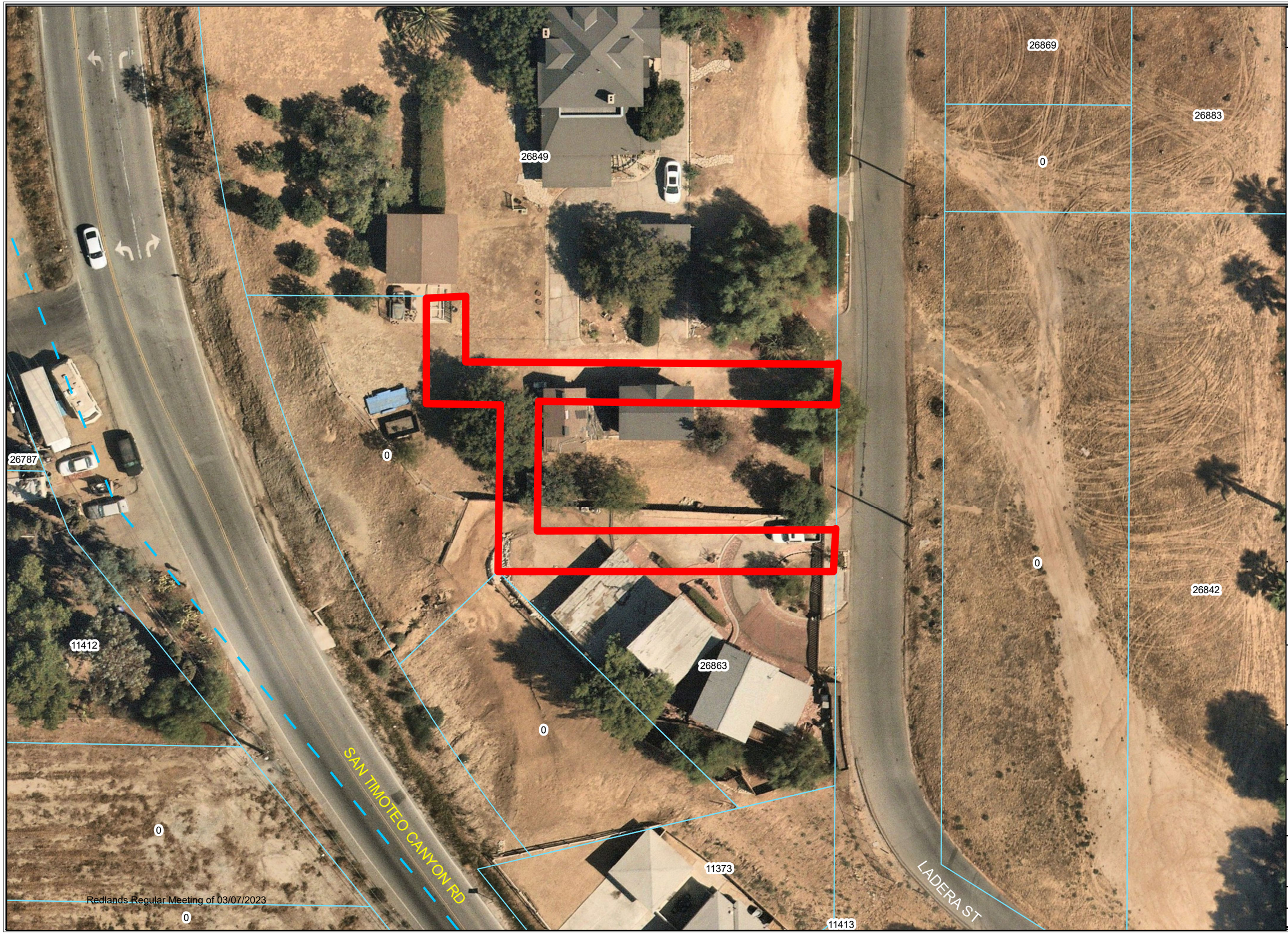
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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

November 15, 2022

OneStop.mxd



This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

November 15, 2022

OneStop.mxd


06-602327







City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 2. D.**

Meeting Date: 12/13/2022

APPLICANT:

JOSEPH E. BONADIMAN
(PROJECT PLANNER: SEAN REILLY, PRINCIPAL PLANNER)

1. **Street Vacation No. 182** - A request to vacate excess public alley right-of-way that is 15 feet in width and approximately 354 feet in length located adjacent to 26849 Barton Road and 26863 Ladera Street (APNs: 0293-082-12-0000, 0293-082-13-0000, 0293-082-14-0000, 0293-082-15-0000, and 0293-082-05-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

SYNOPSIS

1. General Plan Designation:	None (public alley)	
2. Existing Zoning:	Not applicable	
3. Surrounding Zoning:	North: Agriculture District (A-1) South: Agriculture District (A-1) East: Residential Estate (R-E) West: City of Loma Linda (west of San Timoteo Canyon Rd.)	
4. Existing Land Use:	Portions of the subject “paper” alley are in use as a driveway to existing single-family residences. Other portions have encroachments by non-conforming or unpermitted property improvements such as walls, fences, and sheds.	
5. Surrounding Land Use:	North: Single Family South: Single-Family Residential East: Vacant West: Vacant parcels, scattered single-family residences, and Taylor’s Bar in Loma Linda	
6. Area/Topography:	The area of public right-of-way to be vacated is located in an area sloping to the northeast and surrounded by single-family residential development. Portions of existing structures and residential lot improvements encroach into the alley.	
7. Environmental Determination:	Exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.	
8. Socio-Economic Cost / Benefit Study:	Not Applicable	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	February 25, 2021 October 3, 2022 December 13, 2022

PROPOSAL

The applicant has filed an application to vacate an excess portion of public right-of-way, which is considered a public alley. This alley is located between 26849 Barton Road and 26863 Ladera Street, approximately 250 south of Barton Road and easterly of San Timoteo Canyon Road. While the alley is considered public right-of-way, there is no public access and the adjacent landowners have built sheds, walls, hardscaping and landscaping that encroach into the alley (see Attachment A - Location Map and Aerial Photo). The applicant is requesting to vacate the alley which will allow potential future property improvements or development of the properties by the owners without further concern of encroachment into the public right-of-way (see Attachment B – Site Photos).

The alley is 15 feet wide and is unimproved (see Attachment C - Legal Description and Exhibit). It extends west approximately 112 feet from the roadway at South Nevada Street and surrounds a parcel with no site address (APN: 0293-082-12-0000). Overall, the alley area requested to be vacated is approximately 354 long and a total area of approximately 5,317 square feet.

BACKGROUND

The subject property is located on the west end of the City and was annexed into the City as a part of Annexation No. 72 in 1990. The homes and structures on the adjacent parcels date back to the 1940s and before. The tract map that subdivided these parcels and created the alley was approved and recorded in 1927 but the alley was never improved and development on the adjacent lots has encroached into the alley over time. There are five parcels that abut the alley and there are two individual property owners that own these parcels. Though the alley has been in existence since 1927, the City has no record of public improvements to the alley. The adjacent property owners are requesting to vacate the alley to relieve encroachments and to allow for potential future improvements or development of the properties.

ANALYSIS

Pursuant to State law, the City may regulate traffic on its public streets, alleys, and walkways only to the extent expressly authorized. The law permits the City to vacate a street, alley, or walkway upon a finding supported by substantial evidence that the right of way is no longer needed for vehicular or pedestrian traffic and is unnecessary for present or prospective use.

California Government Code Section 65402(a) requires that prior to considering a vacation or abandonment of any public right-of-way, the planning agency (i.e., Planning Commission) shall review the matter and render a determination as to the proposal's conformity with the City's General Plan.

The 2035 General Plan's "Connected City" chapter does not include roadway classifications for alleys, and this alley is not shown in "Figure 5-5: Roadway Classifications". Therefore, if approved, Street Vacation No. 182 not conflict with any General Plan map or designation. In addition, the proposal will be consistent with General Plan Action 5-A.39, "Allow the City Engineer to adjust road standards where needed, based on actual conditions on the ground such as right-of-way availability, traffic volumes, and adjoining land uses."

Based on the conditions on the ground and the adjoining land uses, the alley is not necessary for public access. Existing trees and landscaping as well as structures encroach into the alley

restricting access. The adjacent owners do not need this alley for access as their properties are accessible by other means (i.e., from their frontages on Ladera Street or Barton Road). The proposed Street Vacation would not result in any negative impacts to the traffic-carrying capacity of the adjacent streets since the area proposed to be vacated has been determined to be excess right-of-way by the City Engineer and is not currently in public use.

ENVIRONMENTAL REVIEW

Street Vacation No. 182 will have no significant effects or potentially significant effects on the environment as a result of this proposal, and qualifies for exemption from environmental review in accordance with Section 158061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.

FINDINGS

Staff recommends that the Planning Commission find that Street Vacation No. 182 is in conformity with the City's General Plan.

RECOMMENDATIONS

Staff recommends that the Planning Commission adopt Resolution No. 1603 (Attachment D) and find that Street Vacation No. 182 is in conformity with the City's General Plan.

MOTIONS

"I move that the Planning Commission adopt Resolution No. 1603 and determine that Street Vacation No. 182 for a portion of unused alley adjacent to Ladera Street is in conformity with the City's General Plan."

Attachments

Attachment A: Location Map and Aerial Photograph

Attachment B: Site Photographs

Attachment C: Legal Description and Exhibit

Attachment D: Resolution No. 1603



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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.

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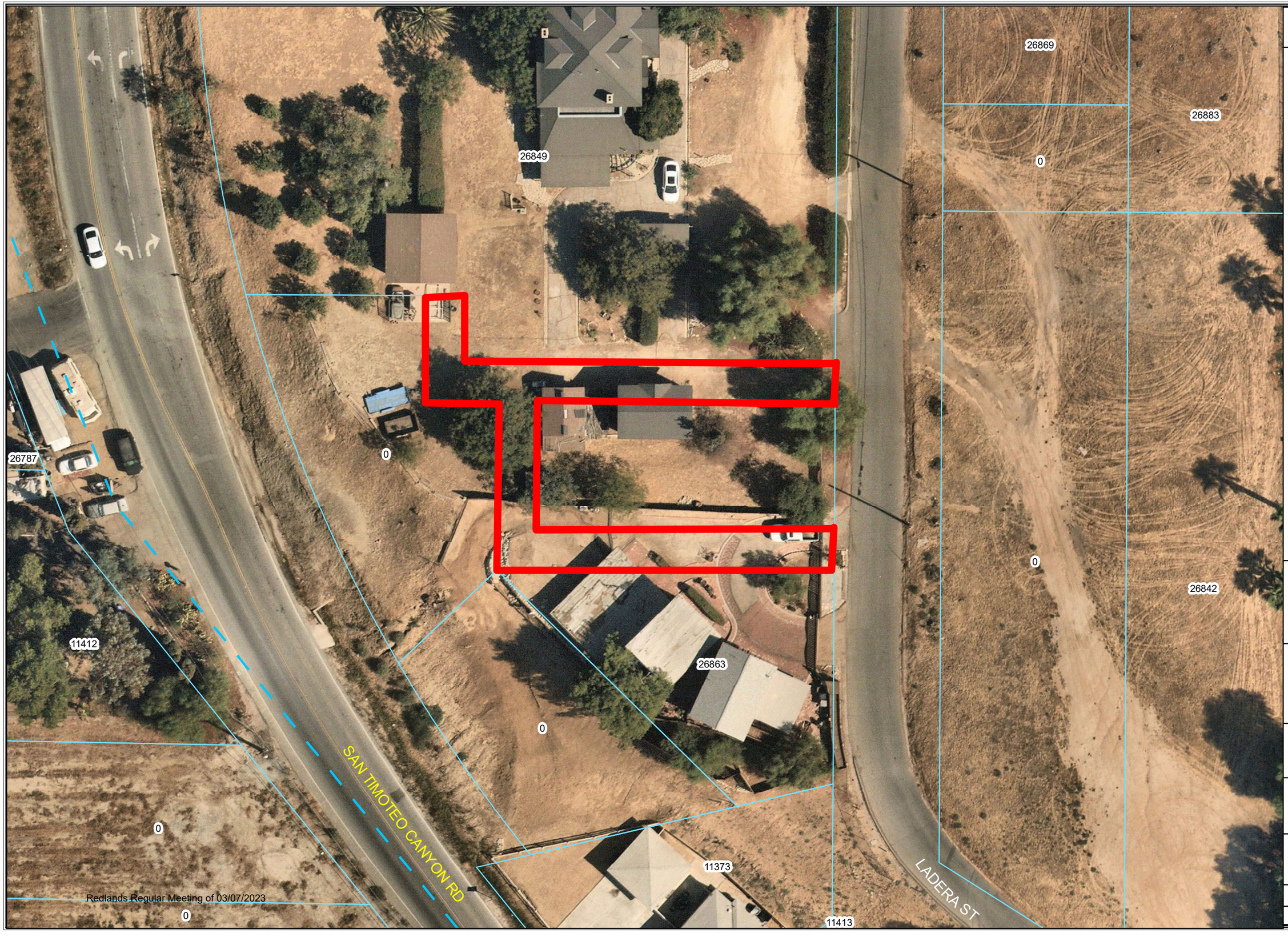
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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

November 5, 2022

OneStop.mxd



Redlands Regular Meeting of 03/07/2023

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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

November 15, 2022

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06-602327





EXHIBIT "A"

ALLEY VACATION RES. NO. _____ - ___

ALL THOSE 15-FOOT WIDE ALLEYS WEST OF THE WESTERLY RIGHT OF WAY OF SOUTH NEVADA STREET AS SHOWN ON TRACT NO. 2267, TRAILS-END TERRANCE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 32, PAGE 58 OF MAPS, RECORDS OF SAID COUNTY.

SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATION, RIGHTS AND RIGHT OF WAYS OF RECORD.

CONTAINING APPROXIMATELY 5,317 SQUARE FEET.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE PART HEREOF.

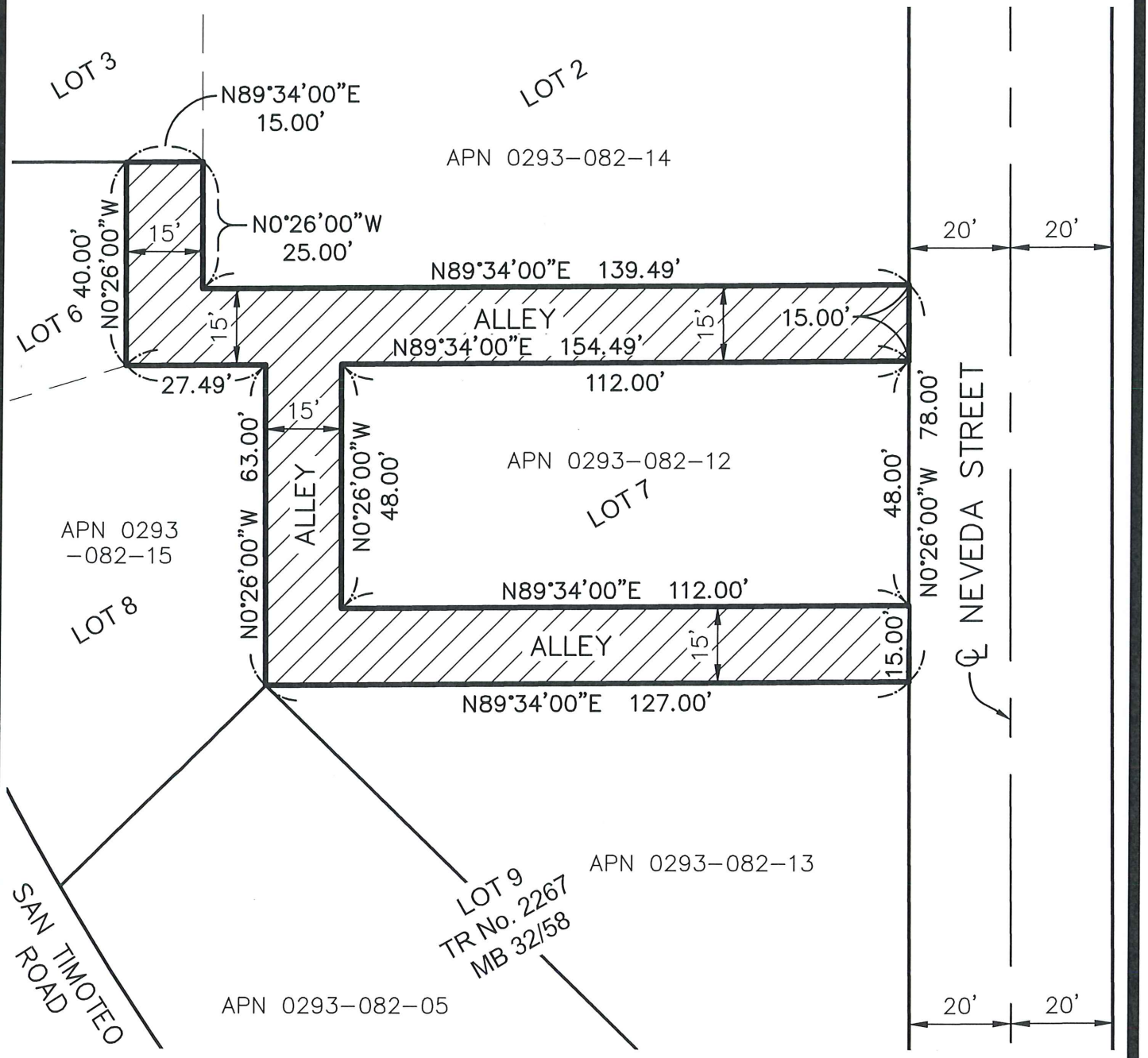
This legal description was prepared by me or under my direction.

2.24.21

Edward J. Bonadiman, PLS Date



EXHIBIT "B"



LEGEND:

- VACATION BOUNDARY
- PARCEL LINE
- RIGHT OF WAY LINE
- CENTERLINE
- PROPOSED VACATION AREA 5,317± FT²

NORTH

30 0 30

SCALE: 1"=30'

DRAWN BY: JC CHECKED BY: EJB DATE: 02-24-2021 JOB NO.: 204826	BONADIMAN JOSEPH E. BONADIMAN & ASSOCIATES, INC. ENGINEERS • G.I.S. • SURVEYING • PLANNING	TEL. (909) 885-3806 234 NORTH ARROWHEAD AVE. SAN BERNARDINO, CA 92408 FAX (909) 381-1721 www.bonadiman.com	ALLEY VACATION Res. No. _____ - ___ CITY OF REDLANDS	SHT. NO. 2 OF 2

RESOLUTION NO. 1603

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS DETERMINING THAT STREET VACATION NO. 182, TO VACATE EXCESS PUBLIC ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO 26849 BARTON ROAD AND 26863 LADERA STREET, IS IN CONFORMITY WITH THE CITY'S GENERAL PLAN

WHEREAS, Joseph E. Bonadiman, authorized representative for the property owners, has submitted an application for Street Vacation No. 182 to vacate excess public alley right-of-way that is 15 feet in width and approximately 354 feet in length totaling approximately 5,317 square feet, located adjacent to 26849 Barton Road and 26863 Ladera Street (APNs: 0293-082-12-0000, 0293-082-13-0000, 0293-082-14-0000, 0293-082-15-0000, and 0293-082-05-0000); and,

WHEREAS, on December 13, 2022, the Planning Commission held a public meeting and considered the staff report, oral report, the testimony and the written evidence submitted by and on behalf of the applicant; and,

WHEREAS, pursuant to Public Resources Code §15061(b)(3), the project is exempt from the California Environmental Quality Act as an activity covered by the general rule exemption, as the project will not have the potential for causing a significant effect on the environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and,

WHEREAS, following the hearing, the Planning Commission considered if the requested street vacation is in conformance with the 2035 General Plan.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The project is exempt from CEQA in accordance with the California Environmental Quality Act Section 15061(b)(3), as there is no possibility of the Street Vacation having a significant effect on the environment.

SECTION 2. FINDING OF GENERAL PLAN CONFORMITY. The proposed Street Vacation will be in conformity with the City's 2035 General Plan including the Connected City Chapter.

SECTION 3. RECOMMENDATION FOR APPROVAL. It is deemed advisable and desirable to vacate the fifteen feet (15'0") in width and approximately 354 feet in length (approximately 5,317 square feet) of excess unused public alley right-of-way and is hereby recommended for approval.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 13th day of December, 2022.

Steven Fasher, Chair
Planning Commission

ATTEST:

for Linda McCasland
Linda McCasland, Secretary to the Planning Commission

I, Linda McCasland, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 13th day of December, 2022, by the following vote:

AYES: 7
NOES: 0
ABSENT: 0
ABSTAIN: 0

for Linda McCasland
Linda McCasland, Secretary to the Planning Commission

RESOLUTION NO. 8444

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS FINDING THAT A SEGMENT OF ALLEY PUBLIC RIGHT-OF-WAY LOCATED ADJACENT TO 26849 BARTON ROAD AND 26863 LADERA STREET IS UNNECESSARY FOR PRESENT OR PROSPECTIVE STREET PURPOSES, AND ORDERING A SUMMARY VACATION (STREET VACATION NO. 182)

WHEREAS, the Applicant, Joseph Bonadiman, has requested the summary vacation of a portion of excess, undeveloped right-of-way, that is 15 feet in width and approximately 354 feet in length totaling approximately 5,317 square feet, located adjacent to 26849 Barton Road and 26863 Ladera Street (APNs: 0293-082-12-0000, 0293-082-13-0000, 0293-082-14-0000, 0293-082-15-0000, and 0293-082-05-0000); and

WHEREAS, the City of Redlands is authorized to vacate all or part of a public street or public service easement within the City pursuant to the Public Street, Highway, and Service Vacation Easements law (California Streets and Highway Code, Section 8300 et. seq.); and

WHEREAS, pursuant to Section 8331 of the California Streets and Highway Code, the City may summarily vacate a street if the street or highway has been impassable for vehicular travel and no public money was expended for maintenance on the street for a period of five consecutive years prior to vacation; and

WHEREAS, pursuant to Section 8334 of the California Streets and Highway Code, the City may summarily vacate excess right-of-way of a street not required for street purposes; and

WHEREAS, in accordance with Section 8334.5 of the California Streets and Highway Code, the street may be summarily vacated as there are no known in-place public utility facilities that are in use that would be affected by the vacation; and

WHEREAS, the proposal qualifies for exemption from environmental review in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines for projects where there is no possibility of any environmental effects; and

WHEREAS, on December 13, 2022, the Planning Commission held a public meeting on the proposed vacation, and found that the vacation of the alley right-of-way would be in conformance with the City of Redlands 2035 General Plan; and

WHEREAS, on March 7, 2023, the City Council held a public meeting on the proposed summary vacation, and considered all testimony provided by the applicant and other persons interested on the proposed vacation.

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

SECTION 1. The proposed vacation of said portion of alley right-of-way, located on the west side of Ladera Street adjacent to 26849 Barton Road and 26863 Ladera Street, is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 2. The City Council of the City of Redlands, having elected to proceed under the provisions of Division 9, Part 3, Chapter 4 of the Streets and Highways Code of the State of California, hereby orders the summary vacation of approximately 354 linear feet of alley right-of-way, as more specifically described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof, based upon the following determinations:

A. For a period of five consecutive years or more, the subject segment of public alley has been impassible for vehicular traffic.

B. No public money has been expended for maintenance of the subject segment of public alley during the period it has been impassible.

C. In accordance with Streets and Highways Code Section 892, the subject segment of public alley is not useful as a non-motorized transportation facility; and

D. The subject segment of public alley is excess and unnecessary right-of-way for street or highway purposes.

SECTION 3. This resolution shall take effect immediately following the recordation of this Resolution by the San Bernardino County Recorder.

SECTION 4. That from and after the date of this Resolution is recorded, the subject segment of public alley as referenced herein is vacated and no longer constitutes a public right-of-way ingress and egress easement.

ADOPTED, SIGNED AND APPROVED this 7th day of March 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 7th day of March, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

[Attached]

EXHIBIT "A"

ALLEY VACATION RES. NO. _____ - ___

ALL THOSE 15-FOOT WIDE ALLEYS WEST OF THE WESTERLY RIGHT OF WAY OF SOUTH NEVADA STREET AS SHOWN ON TRACT NO. 2267, TRAILS-END TERRANCE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 32, PAGE 58 OF MAPS, RECORDS OF SAID COUNTY.

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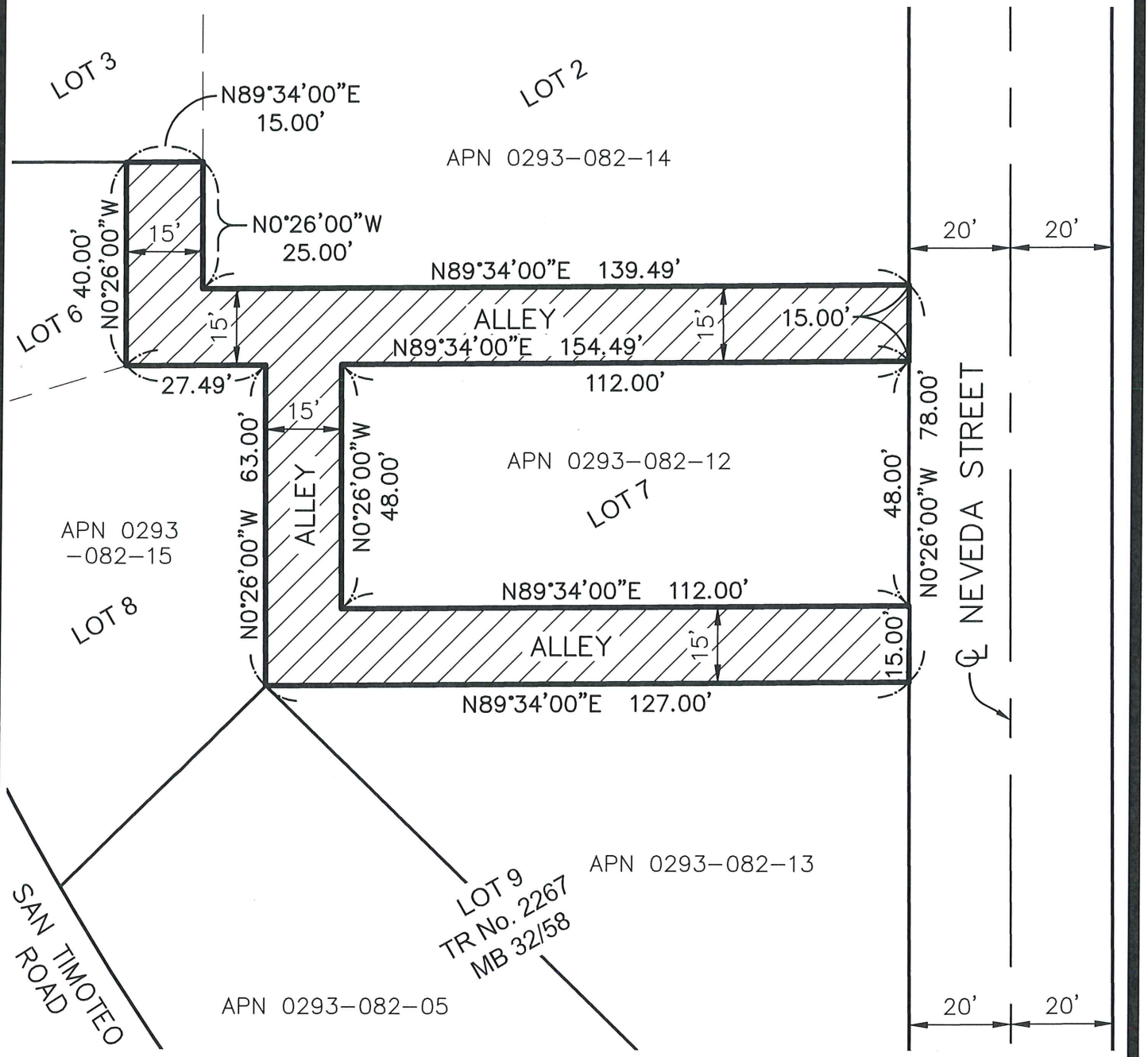
Edward J. Bonadiman, PLS Date



EXHIBIT B
PLAT MAP

[Attached]

EXHIBIT "B"



LEGEND:

- VACATION BOUNDARY
- PARCEL LINE
- RIGHT OF WAY LINE
- CENTERLINE
- PROPOSED VACATION AREA 5,317± FT²

NORTH

30 0 30

SCALE: 1"=30'

DRAWN BY: JC CHECKED BY: EJB DATE: 02-24-2021 JOB NO.: 204826	BONADIMAN JOSEPH E. BONADIMAN & ASSOCIATES, INC. ENGINEERS • G.I.S. • SURVEYING • PLANNING	TEL. (909) 885-3806 234 NORTH ARROWHEAD AVE. SAN BERNARDINO, CA 92408 FAX (909) 381-1721 www.bonadiman.com	ALLEY VACATION Res. No. _____ - ___ CITY OF REDLANDS	SHT. NO. 2 OF 2

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8448 establishing a four-way stop intersection to replace the current two-way stop at the Kansas Street/State Street intersection and determine 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 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the Traffic and Parking Commission and staff recommendations are appropriate, the following motion is provided:

I move to approve Resolution No. 8448.

RECOMMENDATION:

TRAFFIC AND PARKING COMMISSION RECOMMENDATION

On January 26, 2023, the Traffic and Parking Commission voted 4-1 to recommend City Council approval to establish a four-way stop intersection to replace the current two-way stop at the Kansas Street/State Street intersection.

STAFF RECOMMENDATION

Staff recommends City Council approve Resolution No. 8448 establishing a four-way stop intersection to replace the current two-way stop at the Kansas Street/State Street intersection and determine this action is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

Redlands Christian Lower School is located on Kansas Street approximately 600 feet south of State Street. State Street is the only outlet to Kansas Street and the Kansas Street/State Street intersection experiences significant congestion during student drop-off and pick-up times. School officials have witnessed dangerous pedestrian and vehicular conflicts at this intersection, leading to a school official's request to convert the intersection to a four-way stop control. Staff later confirmed the pedestrian and vehicular conflicts at the intersection while conducting engineering studies necessary to support the addition of stop signs for State Street traffic. The engineering studies included an analysis of the following criteria, of which only one (1) must be satisfied to justify the request:

- Traffic volume
- Stopping sight distance
- Accident history

The stopping sight distance and accident history do not justify reconfiguring the intersection. However, the traffic volume and congestion do. The intersection also experiences significant pedestrian traffic during drop-off and pick-up times, with many students crossing State Street. Therefore, the installation of a four-way stop on Kansas Street and State Street is appropriate. As an additional safety measure, staff recommends the installation of crosswalk markings on the southern and western sides of the intersection.

Approval of Resolution No. 8448 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as the project involves no expansion of the existing street.

ALTERNATIVES:

City Council may deny the Traffic and Parking Commission and staff recommendations.

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
Chris Boatman, Assistant City Manager
Christopher R. Catren, Chief of Police
Rich Sessler, Fire Chief
Goutam K. Dobey, City Engineer

PREPARED BY:
Johana Silva, Assistant Engineer

Fiscal Impact

Fiscal Year: FY 2022-23
Appropriation Required Y/N: No
Budgeted Y/N: Yes
Discussion:
There is no fiscal impact associated with the approval of this item. The project includes routine maintenance tasks that are included in the approved FY 22/23 Facilities & Community Services operating budget.

Attachments

Resolution No. 8448
Location Map

RESOLUTION NO. 8448

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS TO ESTABLISH A FOUR-WAY STOP INTERSECTION AT KANSAS STREET AND STATE STREET PURSUANT TO TITLE 10 OF THE REDLANDS MUNICIPAL CODE

WHEREAS, pursuant to studies made under the authority of Title 10 of the Redlands Municipal Code, and the presentation of information contained in such studies, the City Council of the City of Redlands ("this City Council") has determined that certain traffic regulations are necessary to protect the public health, safety, and welfare and should be established pursuant to Title 10 of the Redlands Municipal Code; and

WHEREAS, it is the desire of this City Council to replace the existing two-way stop intersection with the installation of a four-way stop intersection at Kansas Street and State Street.

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

Section 1. This City Council determines that approval of this Resolution is exempt from environmental review under California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15301(c) which provides an exemption for minor alterations of existing public streets and sidewalks. This City Council finds that the installation of two stop signs to implement this resolution involves negligible or no expansion of an existing use.

Section 2. Pursuant to Section 10.36.010 of the Redlands Municipal Code, this City Council hereby establishes the installation of a four-way stop intersection at Kansas Street and State Street.

Section 3. City staff is hereby directed to take all actions to undertake painting and signage to implement this Resolution.

ADOPTED, SIGNED, AND APPROVED this 7th day of March, 2023.

_____
Eddie Tejeda, Mayor

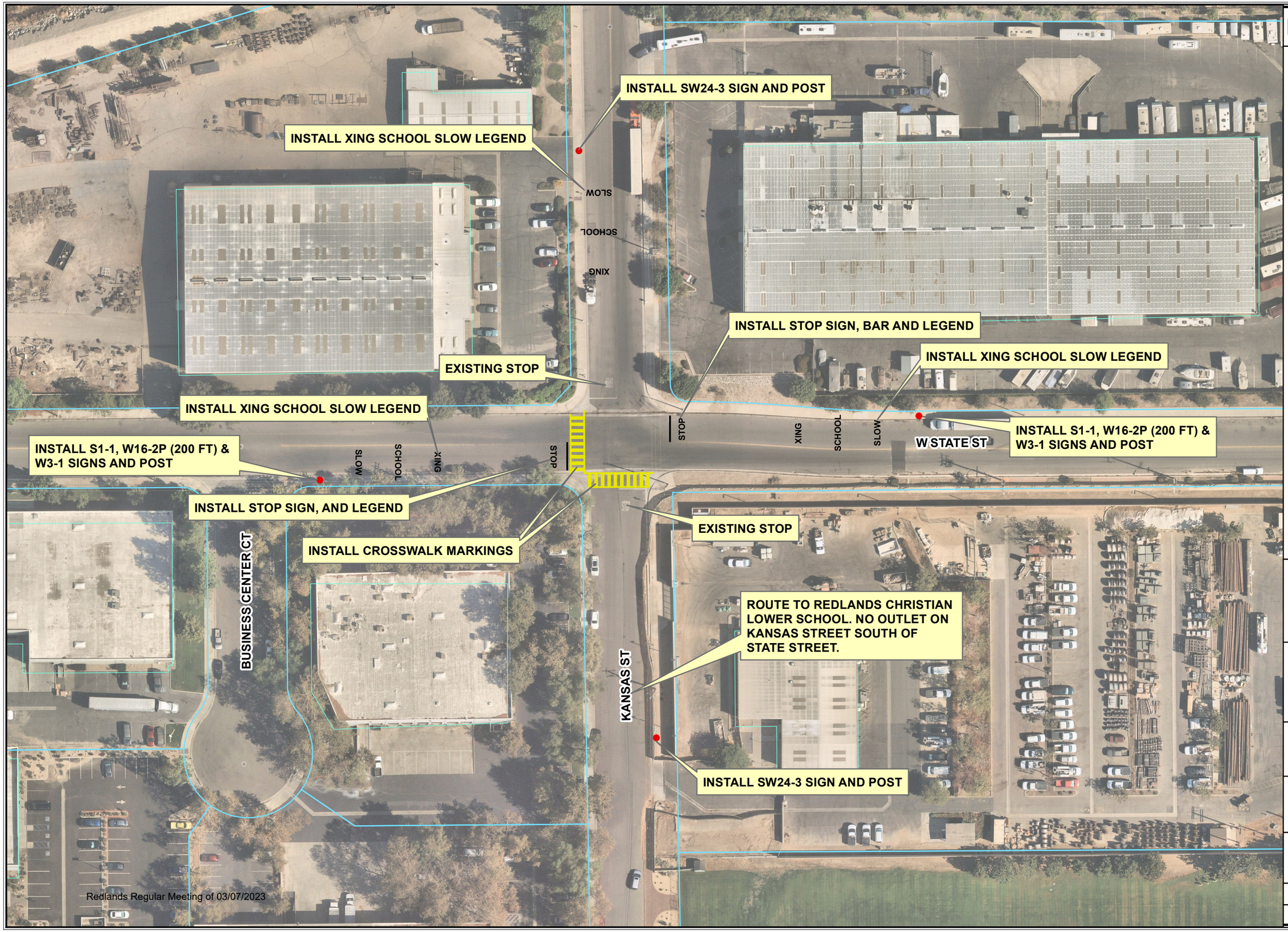
ATTEST:

_____
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 7th day of March, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk



LOCATION MAP



SW24-3



S1-1

W16-2P



W3-1

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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Memorandum of Understanding and Funding Agreement with San Bernardino Valley Municipal Water District, East Valley Water District, and San Bernardino Municipal Water District for the development of a Salt and Nutrient Management Plan and Feasibility Study; approve an additional appropriation of $117,000 for this project, and determine that these actions are exempt from environmental review pursuant to Section 15378 of 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 Salt and Nutrient Management Plan Memorandum of Understanding and Funding Agreement is exempt from environmental review pursuant to Section 15378 of the state's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve the Salt and Nutrient Management Plan Memorandum of Understanding and Funding Agreement with San Bernardino Valley Municipal Water District, East Valley Water District, and San Bernardino Municipal Water Department and appoint the City Manager or his designee as the City's representative; and

3. I move that City Council approve an additional appropriation in an amount not-to-exceed $117,000 for this project.

RECOMMENDATION:

Staff recommends City Council determine approval of the Salt and Nutrient Management Plan Memorandum of Understanding and Funding Agreement is exempt from environmental review pursuant to Section 15378 of the State's guidelines implementing the California Environmental Quality Act; and

Staff recommends City Council approve the Salt and Nutrient Management Plan Memorandum of Understanding and Funding Agreement with San Bernardino Valley Municipal Water District, East Valley Water District, and San Bernardino Municipal Water Department; and

Staff further recommends that City Council approve an additional appropriation not-to-exceed $117,000 for this project.

DISCUSSION:

In 2004, the City implemented a new Membrane Bioreactor (MBR) treatment process at the Wastewater Treatment Plant (WWTP) to expand treatment capacity and allow for additional percolation of treated effluent to recharge the groundwater basin. In 2015, the San Bernardino Basin Groundwater Council was formed to regionalize the effort to maintain the health of the groundwater basin and Redlands was credited for this groundwater basin recharge in lieu of importing new water resources. Engineering for the final phase of the WWTP Improvement Project is nearly complete and staff is analyzing funding opportunities and construction phasing concept to move the project forward. This phase of the project will increase the WWTP treatment and recharge capacity from 6.0 MGD to 9.5 MGD.

Currently, San Bernardino Valley Municipal Water District (SBVMWD) is constructing a recycled water conveyance system and groundwater recharge facility known as the Weaver Basins. San Bernardino Municipal Water Department (SBMWD) recently issued a construction phase bid notice for a Tertiary Treatment System that will recharge treated wastewater effluent in the Weaver Basins. Similarly, East Valley Water District (EVWD) is preparing to issue a construction phase bid notice for a project that will recharge treated wastewater effluent in the Weaver Basins. Although these projects are important for sustaining healthy groundwater levels, they will also increase salt loading within the basin. The Redlands project will add to this groundwater basin salt loading when it is constructed and operating. The State Water Resources Control Board's (SWRCB) Recycled Water Policy requires individual projects to include an Antidegradation Analysis to determine if assimilative capacity remains for project salt and nutrient loading. Although individual projects are permitted to consume up to ten percent (10%) of available assimilative capacity within a groundwater basin, multiple projects within the same groundwater basin may

cumulatively consume up to twenty percent (20%) of available assimilative capacity.

During the last several months, representatives from all four (4) agencies collaborated to develop the *"Memorandum of Understanding for the Mitigation of Salt Loading in the Bunker Hill-B Management Zone"* (MOU-1) and *"Memorandum of Understanding and Funding Agreement for Bunker Hill-B Management Zone Feasibility Study Cost Share"* (MOU-2) with the goal of proactively meeting the anticipated SWRCB requirement to develop a regional mitigation strategy. MOU-1 is broad in nature and establishes the general process framework and responsibilities of each party, while MOU-2 details the process and party responsibilities more specifically and includes an equal cost share of twenty-five percent (25%) for each of the four (4) parties for the development of the Feasibility Study and facilitation services. The Feasibility Study will analyze conceptual mitigation strategies, implementation timelines, and proportional costs for each of the parties. SBVMWD served as the lead agency on behalf of the parties and solicited a proposal from Rincon Consultants, Inc. for this project. The total cost of the Feasibility Study, facilitation services, and grant application assistance is not anticipated to exceed $466,357 and Redlands' funding obligation is $117,000.

Staff recommends City Council approval of both MOUs, approval of an additional Wastewater Fund appropriation of $117,000, and determination that this action is exempt from environmental review pursuant to Section 15378 of the State's guidelines implementing the California Environmental Quality Act since approvals of the MOUs and additional funding appropriation will not result in a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

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

Fiscal Impact

Fiscal Year:	FY 2022-24
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$117,000
Budgeted Y/N:	N
Account No.:	521900-6106

Discussion:

This approval requires an additional appropriation of $117,000 from the Wastewater Fund.

Attachments

Desal MOU
Desal Cost Share Agreement
Desal Grant Application Assistance Proposal
Desal Facilitation Proposal
Additional Appropriation Form

MEMORANDUM OF UNDERSTANDING FOR THE
MITIGATION OF SALT LOADING IN THE BUNKER HILL-B MANAGEMENT ZONE
BY AND BETWEEN
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, EAST VALLEY WATER DISTRICT,
CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT, AND CITY OF REDLANDS

This Memorandum of Understanding (MOU) for the Mitigation of Total Dissolved Solids (TDS, Salt) Loading in the Bunker Hill-B Management Zone is entered into and effective on the ____ day of _____, 2023 among the following listed Signatories: San Bernardino Valley Municipal Water District ("Valley District"), East Valley Water District ("EVWD"), City of San Bernardino Municipal Water Department ("San Bernardino"), and City of Redlands ("Redlands"), collectively referred to as the "Parties".

Recitals

A. In 2009, the State Water Resources Control Board adopted a Recycled Water Policy that encourages public agencies to recycle municipal wastewater as it becomes an increasingly valuable source of water for the State. The Recycled Water Policy was amended in 2018 to encourage development of groundwater recharge projects using recycled water.

B. The Recycled Water Policy requires evaluation and management of salt and nutrient loading to groundwater as a result of basin-wide recycled water use for irrigation and/or recharge. Groundwater recharge project proponents are required to participate in applicable salt and nutrient management planning efforts.

C. The Recycled Water Policy also requires Antidegradation Analysis (State Water Resources Control Board Resolution 68-16) for all groundwater recharge projects to determine if assimilative capacity is available for projected salt and nutrient loading. Individual projects are permitted to consume up to 10% of available assimilative capacity in a basin, while multiple projects may consume up to 20% of available assimilative capacity.

D. Valley District is constructing the Regional Recycled Water Facilities which includes a recycled water conveyance system and a groundwater recharge facility known as the Weaver Basins. The conveyance system will allow recycled water to be conveyed from EVWD and San Bernardino facilities to the Weaver Basins.

E. EVWD is constructing Sterling Natural Resource Center, a new water reclamation facility that will recycle wastewater from EVWD's service area and recharge it via Weaver Basins into Bunker Hill-B Groundwater Management Zone.

F. San Bernardino is developing the Tertiary Treatment System, which will produce recycled water from the San Bernardino Water Reclamation Plant (WRP) with the intent of beneficially using in and around WRP for general plant use and irrigation. Valley District's recycled conveyance system will convey recycled water from the WRP and will also convey recycled water produced by EVWD via a future pipe connection to Valley District's conveyance system for recharge via Weaver Basins into Bunker Hill-B Groundwater Management Zone.

G. Redlands has existing Waste Discharge Requirements for treatment and discharge of recycled water from its service area into Bunker Hill-B Groundwater Management Zone. Phase 2 expansion of its Redlands Wastewater Treatment Facility will increase recycled water discharges via Redlands Basins.

H. The Parties believe that through their cooperative work, they can treat and discharge recycled water in a manner that will maximize benefits to the Bunker Hill-B Groundwater Management Zone, the Parties, and their ratepayers.

I. Using recycled water to replenish the Bunker Hill-B Groundwater Management Zone provides a drought-tolerant water supply that improves water supply reliability for the Parties and the region and also provides a drought buffer for those agencies in the event of a prolonged drought.

J. The Parties, together with a number of other water agencies, are working together to develop a collaborative regional plan – the Upper Santa Ana River Watershed Salt & Nutrient Management Plan – that supports increasing the use of recycled water for groundwater replenishment and other purposes, while also managing groundwater quality to provide the maximum benefits to the people of the State.

K. The Upper Santa Ana River Watershed Salt & Nutrient Management Plan is a multi-year effort and will not be complete before the Parties – namely EVWD's Sterling Natural Resources Center, and potentially San Bernardino's Tertiary Treatment System and Redlands' Phase 2 expansion of its Redlands Wastewater Treatment Facility – require executed Waste Discharge Requirements for the recycled water discharge projects listed above. This MOU is intended to establish and implement salt mitigation commitments for the Parties, to be reflected in the Upper Santa Ana River Watershed Salt & Nutrient Management Plan. Salt mitigation commitments may include regional groundwater quality monitoring, brine line discharge for high-TDS industries, optimized chemical use at wastewater treatment/reclamation facilities, a regional recycled water desalter, and enhanced upstream recharge of low-TDS water.

L. The Parties wish to establish and agree to a framework for their working collaboratively toward mitigation of salt loading that will occur due to all the Parties' recycled water recharge operations within the Bunker Hill-B Groundwater Management Zone, prior to the implementation of the Upper Santa Ana River Watershed Salt & Nutrient Management Plan.

Agreements

1. The Parties agree that they will work together in good faith to develop and implement a regional approach to salt mitigation in Bunker Hill-B Groundwater Management Zone, prior to the implementation of the Upper Santa Ana River Watershed Salt & Nutrient Management Plan. This may include a regional recycled water desalter and associated brine line, enhanced upstream recharge of low-TDS water, or other regional project constructed via partnership between all Parties that contribute salt loading to the basin.

2. The Parties agree that assignment of responsibility for salt mitigation shall be based on mass loading of salts to the basin by the Parties' recycled water contributions and overall benefit to the basin and its stakeholders, as calculated through a mutually agreeable Antidegradation Analysis or similar effort.

3. The Parties will continue to participate in the development of the Upper Santa Ana River Watershed Salt & Nutrient Management Plan to manage salt and nutrient loading in the broader San Bernardino Basin Area and will support mitigation strategies for Bunker Hill-B Groundwater Management Zone in accordance with the responsibility structure set forth in paragraph 2.

4. The Parties will conduct collaborative reporting and assessment to document the assimilative capacity that is consumed by the Parties' recycled water recharges. Annually, each Party shall provide total discharge volumes and TDS concentrations to a mutually agreeable third party who shall calculate mass loading by each Party and calculate use of available assimilative capacity, both individually and cumulatively.

5. The Parties will collaborate on a Feasibility Study (conceptual design and engineering, alternative salt mitigation strategies, benefits analysis, economic modeling for cost share) for a regional recycled water desalter, to be completed by December 2024. The regional recycled water desalter will be defined in this Feasibility Study to serve as supporting documentation for funding pursuits.

6. The Parties agree to develop and execute a Funding Agreement for cost share of the Feasibility Study in Item 5 by March 2023.

7. Wastewater that goes through advanced water treatment processes (reverse osmosis) and is recharged to the Bunker Hill basin has additional regional benefits by contributing to removal of multiple water quality constituents that may be of concern to the Parties. The Parties shall also consider these regional benefits in the design of the regional recycled water desalter or other salt mitigation strategy.

8. The Parties will collaborate on development of a Salt Mitigation Implementation Plan for Bunker Hill-B Groundwater Management Zone, to be completed and submitted to Santa Ana Regional Water Quality Control Board by June 2025, which defines the selected mitigation strategy, operations, roles and responsibilities, cost share, and schedule.

9. The Parties will use 285 mg/L ambient TDS concentration as an "action limit" – once 10% of available assimilative capacity (5 mg/L increase over 280 mg/L ambient condition[1]) is used in Bunker Hill-B Groundwater Management Zone, based on the collaborative reporting and assessment completed annually, the Parties shall begin implementation (final design and construction) of the regional desalter. Based on current modeling results, with implementation of a regional desalter, the action limit is expected to be reached in year 2027.

10. The Parties will ensure that the salt mitigation measures are constructed and operational by the time 20% of available assimilative capacity (10 mg/L increase over 280 mg/L ambient condition[2]) is consumed. Based on current modeling results, prior to construction and start-up of the regional desalter, total allowable assimilative capacity is expected to be reached in 2031. Construction of

[1] Santa Ana Watershed Project Authority's 2020 *Recomputation of Ambient Water Quality in Santa Ana River Watershed for the Period 1999-2018*
[2] Ibid.

the regional recycled water desalter or other salt mitigation strategy will be completed by the end of 2031, with operation beginning in January 2032. With implementation of a regional recycled water desalter, cumulative TDS loading from the four regional partners will not exceed total allowable assimilative capacity within the model timeframe (60 years).

11. Should the Upper Santa Ana River Watershed Salt & Nutrient Management Plan analysis and findings be accepted by regulatory agencies in the future, and with consensus of the Regional Water Quality Control Board, the Parties may amend this MOU to revise the "mitigation strategies" in Paragraph 1 and/or "action limits" identified in Paragraphs 9 and 10 in order to be consistent with the Plan.

12. The Parties will collaborate via committee made up of the General Managers of each of the four Parties, or their designees. All decisions shall be made on a unanimous basis.

13. The Parties hereby authorize their respective General Managers or designees to develop administrative and operating rules and procedures that may be needed to implement the terms of this MOU.

14. All notices, requests, demands, or other communications required or permitted under this MOU shall be addressed as follows:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
Heather Dyer, General Manager
380 East Vanderbilt Way
San Bernardino, CA 92408
heatherd@sbvmwd.com

EAST VALLEY WATER DISTRICT
Michael Moore, General Manager/CEO
31111 Greenspot Road
Highland, CA 92346
mmoore@eastvalley.org

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
Miguel Guerrero, General Manager
PO Box 710
San Bernardino, CA 92402
Miguel.Guerrero@sbmwd.org

CITY OF REDLANDS
John Harris, Director, Municipal Utilities & Engineering Department
35 Cajon St Suite 15A
Redlands, Ca 92374

In witness whereof, the Parties have caused this MOU to become effective by their respective endorsements below:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name:
Date:

EAST VALLEY WATER DISTRICT

By: _____
Name:
Date:

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

By: _____
Name:
Date:

CITY OF REDLANDS

By: _____
Name:
Date:

COST SHARE AGREEMENT FOR BUNKER HILL-B MANAGEMENT ZONE FEASIBILITY STUDY

This Cost Sharing Agreement for the preparation of a Feasibility Study related to the Mitigation of Total Dissolved Solids (TDS, Salt) Loading in the Bunker Hill-B Management Zone is entered into and effective on the _____ day of _____ 2023 among the following listed Signatories: San Bernardino Valley Municipal Water District ("Valley District"), East Valley Water District ("EVWD"), City of San Bernardino Municipal Water Department ("San Bernardino"), and City of Redlands ("Redlands"), collectively referred to as the "Parties".

Recitals

WHEREAS, the State Water Resources Control Board's Recycled Water Policy encourages public agencies to recycle municipal wastewater, including in the development of groundwater recharge projects, to enhance the State's existing water supply; and

WHEREAS, the Parties, together with a number of other water agencies, are working together to develop a collaborative regional plan – the Upper Santa Ana River Watershed Salt & Nutrient Management Plan – that increases the use of recycled water for groundwater replenishment and other purposes, while also managing groundwater quality to provide the maximum benefits to the State; and

WHEREAS, the Parties believe that through their cooperative work, they can treat and discharge recycled water in a manner that will maximize benefits to the Bunker Hill-B Groundwater Management Zone, the Parties, and their ratepayers; and

WHEREAS, using recycled water to replenish the Bunker Hill-B Groundwater Management Zone provides a drought-tolerant water supply that improves water supply reliability for the Parties and the region and also provides a drought buffer for those agencies in the event of a prolonged drought; and

WHEREAS, the Parties will collaborate on a Feasibility Study (conceptual design and engineering, benefits analysis, economic modeling for cost share) for a regional desalter, to be completed by September 2024; and

WHEREAS, the Parties believe that there is potential to pursue and apply for available and qualifying grants, such as the WaterSMART FY2023 Water Recycling and Desalination Planning Grant Program.

WHEREAS, the Feasibility Study is expected to serve as supporting documentation for future funding pursuits; and

WHEREAS, the Parties wish to establish and agree to a framework for sharing costs associated with the preparation of the Feasibility Study and related facilitation services.

NOW, THEREFORE, the Parties agree as follows:

1. Term. This Agreement shall be effective on the date of the last signature to this agreement, and shall remain in effect until December 31, 2024, unless terminated earlier as provided herein. Termination or expiration of this Agreement will not excuse any Party from payment of costs incurred under this Agreement prior to the termination or expiration date.

2. Feasibility Study Steering Committee. The Parties will collaborate via a committee made up of the General Managers of each of the four Parties, or their designees ("Steering Committee"), the purpose of which to be shall oversee and direct the selection of a consultant and preparation of the Feasibility Study. To support the work of the committee, the Parties intend to engage a consultant to provide facilitation services. The costs of the Feasibility Study preparation and of the associated facilitation services will be shared equally among the parties. All decisions shall be made on a unanimous basis.

3. Agreement to Share Costs. Each Party will be responsible for 25% of the invoiced costs associated with the development of the Feasibility Study, the associated facilitation services, and grant assistance services. Upon selection of final consultants for this work product, this Agreement will be amended to include as an exhibit the final scope of work and estimated budget for each of those consultant services.

4. Administering Agency: An Administering Agency will be appointed by the members of the Steering Committee by unanimous agreement of each Party's designated representative. The Administering Agency will be responsible for day-to-day oversight of the consultant, invoicing of costs, and providing progress reports to the Steering Committee. Valley District will be the initial Administering Agency.

5. Contracting for Feasibility Study. The Administrating Agency shall, in cooperation with the Steering Committee, prepare a Request for Proposals, identify appropriate consultant(s), and enter into a contract for the preparation of the Feasibility Study.

6. Contracting for Grant Assistance. The Parties agree to pursue qualifying grants to assist with potential funding for planning, design, and future construction of the regional desalter project. The Parties agree to apply any potentially awarded grants towards the costs of the regional desalter project.

7. Invoicing and Payment of Costs. The Administering Agency will submit invoices to each of the Parties for work based on the cost-share percentages specified in Section 3 of this Agreement. Invoices will be provided to the Parties quarterly, and are payable within 30 days of receipt.

8. Amendment. This Agreement may be amended from time to time. No alteration, amendment, or variation of this Agreement shall be valid unless made in writing and signed by all Parties.

9. Notice. All notices, requests, demands, or other communications required or permitted under this Agreement shall be addressed as follows:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
Heather Dyer, General Manager
380 East Vanderbilt Way
San Bernardino, CA 92408
heatherd@sbvmwd.com

EAST VALLEY WATER DISTRICT
Michael Moore, General Manager/CEO
31111 Greenspot Road
Highland, CA 92346
mmoore@eastvalley.org

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
Miguel Guerrero, General Manager
PO Box 710
San Bernardino, CA 92402
Miguel.Guerrero@sbmwd.org

CITY OF REDLANDS
John Harris, Director, Municipal Utilities & Engineering Department
35 Cajon St Suite 15A
Redlands, Ca 92374

10. Attorneys' Fees. In the event of a civil action to enforce any obligation under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs (including but not limited to reasonable expert witness fees and costs) incurred in connection with such litigation.

11. Entire Agreement. This instrument constitutes the entire agreement and understanding between the Parties with respect to the subject matters hereof, and supersedes and replaces any prior agreements and understandings, whether oral or written, by and between them with respect to such matters.

12. Arms Length Negotiation. The Parties acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

13. Titles & Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope of the intent of the Agreement or any of its terms. Reference to section numbers are to sections in the Agreement unless expressly stated otherwise.

14. No Third Party Beneficiary. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the Parties, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize either Party to act as the agent for the other

15. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute one and the same instrument.

16. Authority to Execute. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each Party represents and warrants to the other(s) that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have entered into this instrument as of the Effective Date set forth above.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name:
Date:

EAST VALLEY WATER DISTRICT

By: _____
Name:
Date:

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

By: _____
Name:
Date:

CITY OF REDLANDS

By: _____
Name:
Date:

Kennedy Jenks

2 February 2023

Mr. Wen Huang
San Bernardino Valley Municipal Water District
380 E. Vanderbilt Way
San Bernardino, CA 92408

Subject: Proposal for Professional Services to Assist with Preparation of Bureau of Reclamation FY2023 WaterSMART Water Recycling and Desalination Planning Grant Program for Regional Recycled Water Facilities Planning in the Bunker Hill Basin

Dear Mr. Huang:

As requested, Kennedy/Jenks Consultants (Kennedy Jenks) is providing this proposal to assist San Bernardino Valley Municipal Water District (Valley District), and its partners City of Redlands, City of San Bernardino, and East Valley Water District, in preparing a grant application to the Bureau of Reclamation FY2023 WaterSMART Water Recycling and Desalination Planning Grant Program for Regional Recycled Water Facilities Planning in the Bunker Hill Basin.

Scope of Service

The tasks outlined below are based on the Bureau of Reclamation Funding Opportunity Announcement (FOA) No. R23AS00076, for Water Recycling and Desalination Planning. The major application components are listed below:

- Mandatory Federal Forms
- Technical Proposal:
    - Title Page
    - Table of Contents
    - Executive Summary
    - Project Location
    - Technical Project Description
    - Responses to Evaluation Criteria
- Project Budget
    - Funding Plan
    - Budget Proposal
    - Budget Narrative
    - Letters of funding commitment (if applicable)
- Required Permits or Approvals
- Official Resolution
- Letters of Support/Letters of Participation
- Overlap or Duplication of Effort
- Uniform Audit Reporting Statement
- Conflict of Interest Disclosure Statement

Kennedy Jenks will assist Valley District in preparing the application described above; the scope of services to be provided by Kennedy Jenks is detailed below.

Task 1. Data Gathering

Kennedy Jenks will provide a Request for Information to Valley District that identifies information needed to complete the application. A kick-off conference call is proposed to discuss the project, review the request for information, answer questions, and review the proposed schedule for completion.

Task 2. Grant Application

Letters of Support

Kennedy Jenks will prepare a draft letter of support that can be used by Valley District to solicit written support for the project from interested stakeholders. Finalized letters will be included with the application.

Official Resolution

An official resolution adopted by the Valley District Board of Directors is recommended for inclusion to be included with the application. Kennedy Jenks will prepare a draft resolution for use by Valley District. It is assumed Valley District will include this item on the Board agenda as soon as possible.

Letters of Commitment

Project funding provided by a source other than the applicant needs to be supported with Letters of Commitment from these additional sources that identify the amount of funding commitment, the date the funds will be available, any time constraints on the funds, and any other contingencies associated with the funding. Following the kickoff call, Kennedy Jenks will prepare draft Letters of Commitment that can be used by the funding partners.

Other Recommended Items

Reclamation recommends several other items be submitted with the application, including:

- Statement on Overlap or Duplication of Effort
- Uniform Audit Reporting Statement
- Conflict of Interest Disclosure Statement

Kennedy Jenks will include drafts of these statements in the draft application for review and confirmation by Valley District.

Mandatory Federal Forms

Three federal (SF-424) forms are required to be submitted with the application and include: Application for Federal Assistance, Budget Information, and Assurances for Construction Programs. If Valley District has been involved in lobbying activities related to the project, it is also necessary to provide the

SF-LLL form (disclosure of lobbying activities). Valley District will receive the draft forms for review and completion, and Kennedy Jenks will upload the forms via Grants.gov. This funding opportunity will be subject to Executive Order 12372 for intergovernmental review. Kennedy Jenks will submit a signed SF 424A form to the California State Clearinghouse website.

Technical Proposal

The Technical Proposal section of the application consists of background information on the proposed project, description of specific activities to be performed to complete the project, quantification of project benefits, and additional evaluation criteria.

Kennedy Jenks will use information gathered from Task 1 to address all required components of the technical proposal and evaluation criteria. A maximum of 40 pages will be prepared. Information on performance measures for quantifying benefits of the proposed project will be requested from Valley District and discussed as necessary prior to preparation of this section.

Kennedy Jenks will provide a full draft of the technical proposal to Valley District for review and comment. It is assumed that all Valley District comments will be compiled into one file for incorporation by Kennedy Jenks. Upon incorporation of all comments, a final technical proposal will be prepared. Valley District will have another opportunity to review the final and provide final comments, as necessary.

Project Budget

The project budget component of the application requires a detailed budget proposal with accompanying narrative explaining each budget item. In addition, a funding plan is required to describe how the non-Federal share of projects costs will be obtained, and if funding will be provided by a source other than Valley District (the applicant), letters of commitment will need to be submitted with the application.

It is assumed that Valley District will provide information on the budget and budget components, including staff time and rates. Kennedy Jenks will prepare the narrative based on the budget amounts and details provided by Valley District. Kennedy Jenks will provide commitment letter templates that can be used by Valley District, as needed.

Environmental and Cultural Resources Compliance, Permits and Approvals

Kennedy Jenks will note that the proposed project is a feasibility study and not subject to environmental and cultural resources compliance, nor permits and approvals.

Final Application Package and Submittal

Kennedy Jenks will prepare a cover page and, upon final review and comments by Valley District, will compile all information and documentation for submittal. Electronic submittal via Grants.gov is encouraged, but requires prior registration. Kennedy Jenks, with Valley District's approval, will perform the final submittal.

The submission deadline is February 28, 2023. All final files will be ready for submittal by February 24, 2023.

Task 3. Project Management and QA/QC

Kennedy Jenks will provide quality assurance/quality control (QA/QC) review of the draft and final work products under Task 2 to confirm that they meet our quality standards and maintains consistency with the Bureau of Reclamation Funding Opportunity Announcements prior to submittal.

Kennedy Jenks will provide project management and maintain regular communication to obtain Valley District input during the preparation of the grant application. Project Management activities will also include coordination of Kennedy Jenks staff and internal project setup and management.

Schedule

Kennedy/Jenks will initiate work on this project immediately following receipt of a written Notice to Proceed (NTP) from Valley District, based on the schedule below. The proposed schedule for the grant application is shown below and assumes authorization by February 6, 2023.

Schedule

Item	Timeline/Draft Due (by KJ)	Review Period (District)	Final Due
Notice to Proceed	2/6/2023		
WaterSMART			
Information Collection, including Kickoff Meeting	2/6 - 2/10/2023		
Grant Application			
Letters of Support	2/8/2023	2/8– 2/24/2023	2/28/2023
Draft Resolution	2/8/2023	2/8– 2/24/2023	2/28/2023
Draft Letters of Commitment	2/10/2023	2/8– 2/24/2023	2/28/2023
Other Recommended (together with Technical Proposal)	2/20/2023	2/20– 2/24/2023	2/28/2023
Mandatory Federal Forms	2/17/2023	2/17– 2/24/2023	2/28/2023
Technical Proposal	2/20/2023	2/20 - 2/24/2023	2/28/2023
Project Budget (together with Technical Proposal)	2/20/2023	2/20 – 2/24/2023	2/28/2023
Environmental and Cultural Resources Compliance, Required Permits (together with Technical Proposal)	2/20/2023	2/20 – 2/24/2023	2/28/2023
Final Application Package and Submittal			2/28/2023

Budget

Kennedy Jenks proposes to provide the scope of services on a time and materials basis for an estimated fee of $16,395, in accordance with our 2023 Rate Schedule and the attached fee spreadsheet.

Terms and Conditions

We propose this work be performed as a scope and budget amendment to the existing agreement between San Bernardino Valley Municipal District and Kennedy Jenks Consultants Inc. dated August 21, 2018.

Project Team

Marina Magaña will serve as the Project Manager with support from Lauren Everett-Smith. Meredith Clement will serve as Technical Advisor and will perform Quality Assurance/Quality Control review. Please contact me at 805-973-5718 or MeredithClement@kennedyjenks.com if you have any questions. We look forward to assisting Valley District in obtaining grant funds.

Very truly yours,

KENNEDY/JENKS CONULTANTS



Meredith Clement
Principle

Enclosures

Client/Address: San Bernardino Valley MWD
380 E. Vanderbilt Way
San Bernardino, CA 92408

Contract/Proposal Date: February 1, 2023

Schedule of Charges

January 1, 2023

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	$150
Engineer-Scientist-Specialist 2	$180
Engineer-Scientist-Specialist 3	$200
Engineer-Scientist-Specialist 4	$220
Engineer-Scientist-Specialist 5	$240
Engineer-Scientist-Specialist 6	$260
Engineer-Scientist-Specialist 7	$285
Engineer-Scientist-Specialist 8	$305
Engineer-Scientist-Specialist 9	$320
Senior CAD-Designer	$185
CAD-Designer	$170
Senior CAD-Technician	$155
CAD-Technician	$140
Project Assistant	$140
Administrative Assistant	$120
Aide	$95

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
b. Consultants, soils engineers, surveyors, contractors, and other outside services.
c. Rented vehicles, local public transportation and taxis, travel and subsistence.
d. Project specific telecommunications and delivery charges.
e. Special fees, insurance, permits, and licenses applicable to the work.
f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2023 through December 31, 2023. After December 31, 2023, invoices will reflect the Schedule of Charges currently in effect.

Proposal Fee Estimate

CLIENT Name: San Bernardino Valley Municipal Water District

PROJECT Description: WaterSMART Water Recycling and Desalination Program

Proposal/Job Number: _____ **Date:** 2/2/2023

January 1, 2023 Rates Classification:	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Sr. CAD-Design	Project Assistant	Admin. Assist.	Aide	Total	Total Labor
Hourly Rate:	**$320**	**$305**	**$285**	**$260**	**$240**	**$220**	**$200**	**$180**	**$150**	**$185**	**$140**	**$120**	**$95**	**Hours**	
Data Gathering			2				5							7	$1,570
Grant Application			3				48							51	$10,455
Project Management and QA/QC			6	4			6				3			19	$4,370
Task 1 - Subtotal	0	0	11	4	0	0	59	0	0	0	3	0	0	77	$16,395
All Tasks Total	**0**	**0**	**11**	**4**	**0**	**0**	**59**	**0**	**0**	**0**	**3**	**0**	**0**	**77**	**$16,395**

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Rincon Consultants, Inc.

8825 Aero Drive, Suite 120
San Diego, California 92123

info@rinconconsultants.com
www.rinconconsultants.com

January 27, 2022
Rincon Project No. 23-14083

Wen Huang, *Chief Engineer/Deputy General Manager*
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408
Via email: wenh@sbvmwd.com

Subject: Proposal for Facilitation of Bunker Hill-B Regional Recycled Water Coalition San Bernardino, CA

Dear Mr. Huang:

Rincon Consultants, Inc. (Rincon) is pleased to provide this proposal for facilitation of the Bunker Hill-B Regional Recycled Water Coalition (Coalition). Rincon's proposed facilitator, Rosalyn Prickett, has spent the last year gathering the four partner agencies together and drafting a Memorandum of Understanding (MOU) for collaborative development and implementation of salt mitigation strategies for Bunker Hill-B groundwater management zone (GMZ) of the San Bernardino Basin Area. The following scope of work includes facilitation and program management support for the first two years of MOU implementation – through completion of a Feasibility Study for the anticipated salt mitigation project, a regional recycled water desalter to offset TDS loading from the three wastewater and recycled water dischargers in the GMZ.

Scope of Work

Task 1 Coalition Governance

To effectively develop the salt mitigation strategy, the four partner agencies will need to establish a decision-making process that is based in consensus but allows for all voices to be heard and respected. Rincon will prepare a Partnership Agreement in collaboration with the agencies that outlines the decision-making process among the agencies, articulates guiding principles for their work products, describes how consultants will be managed, and explains how new partners are added.

Coalition governance will involve regularly scheduled progress meetings to share information and provide input on project materials. This scope of work assumes 60- to 90-minute monthly progress meetings to discuss topics relevant to the project (half of which will be in-person and half of which will be video calls). Rincon will manage the schedule and progress of both the facilitation activities and the overall program, including submittal of monthly invoices and progress reports.

Deliverables:

- Draft, revised draft, and final Partnership Agreement
- Monthly progress meetings (60 to 90 mins each; 10 in-person and 10 video calls)
- Program management, including monthly invoices and progress reports

Task 2 Outreach and Engagement

To ensure that all partner agency, elected, and regulatory agency staff have an opportunity to understand and buy in to the preferred salt mitigation strategy, coordinated outreach and engagement will be needed. Rincon will begin by developing an Outreach and Engagement Plan to guide communications throughout project development. This will describe how the Coalition will engage with the Regional Recycled Water Ad Hoc Committee, the individual partner agency boards, and the Regional Water Quality Control Board, as well as other water agencies and interested parties within the GMZ.

Based on the Outreach and Engagement Plan, Rincon will develop project materials (including, but not limited to, graphics, charts, and written text) and talking points for use during communications with external parties. At key milestones, Rincon will draft PowerPoint slides that can be used by the partner agencies to communicate Coalition and project benefits, concepts, and costs. Task 2 includes budget for attendance at up to four (4) Ad Hoc Regional Recycled Water Committee meetings and up to six (6) meetings with the Regional Board and/or other stakeholders to communicate information and receive feedback about the project concept.

Deliverables:

- Draft, revised draft, and final Outreach and Engagement Plan
- Project materials (including, but not limited to, graphics, charts, and written text)
- Up to three PowerPoint presentations at key milestones in project development
- Up to four meetings of Ad Hoc Regional Recycled Water Committee (60 mins; in-person)
- Up to six meetings with Regional Board and/or other stakeholders (60 mins; 2 in-person and 4 video calls)

Task 3 Support for Feasibility Study

Rincon will support preparation of a scope of work and request for proposals for development of a Feasibility Study (to be completed March/April 2023 – September/October 2024) on the regional recycled water desalter. The Feasibility Study scope of work shall include development of regional recycled water desalter concept plan, robust analysis of alternatives for salt mitigation, planning level cost estimates, and description of water supply and water quality benefits from project implementation. This effort shall also include development of economic analysis for the preferred alternative and monetization of alternatives.

Rincon will support the Coalition during development of the Feasibility Study with scheduling for progress check ins (see task 1), presentation materials (see Task 2), and review and feedback on deliverables produced by the selected consultant. Rincon can consolidate partner comments, as needed, and identify areas of non-alignment to discuss on progress calls. Rincon's role in facilitating the Feasibility Study process is to ensure that the target timeline for Feasibility Study completion included in the MOU is met.

Deliverables:

- Draft, revised draft, and final Feasibility Study Scope of Work
- Review comments on Feasibility Study materials and consolidation of partner comments
- Ongoing coordination with Coalition and Feasibility Study consultant to move process forward

Task 4 Cost Share Strategy

Rincon will facilitate development of a cost share strategy for the recommended project from the Feasibility Study. This includes update and use of the loading analysis completed for the Cumulative Antidegradation Analysis to identify potential cost share based on salt loading to the GMZ. As part of the cost share strategy, a funding and financing plan will be developed and integrated into the costs projected for each partner. Funding programs relevant to water reuse will be actively tracked so that the funding and financing plan outlines the best potential path forward for offset of project costs.

Deliverables:

- Draft, revised draft, and final Funding Program Matrix
- Draft, revised draft, and final Cost Share Strategy

Cost Estimate

As shown in Table 1 below, our estimated cost for facilitation of the Bunk Hill-B Regional Recycled Water Coalition. Rincon will bill on a time and materials basis, not to exceed $99,692.

Table 1 Cost Summary

Task		Assumptions	Estimated Cost
Task 1	Coalition Governance	Partnership Agreement Monthly progress calls (10 in-person and 10 video calls)	$38,919
Task 2	Outreach and Engagement	Outreach and Engagement Plan Project Materials; 3 PPTs; 4 Ad Hoc; 6 RWQCB/ Stakeholder Mtgs	$35,081
Task 3	Support for Feasibility Study	Scope of Work Study Review/Consolidation	$11,468
Task 4	Cost Share Strategy	Funding and Financing Plan Cost Share Strategy	$14,494
Total			$99,962

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact me at (760) 930-7671 (direct), (619) 861-2180 (cell), or rprickett@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.

Rosalyn Prickett
Director, Water Resources Planning
Phone: (760) 930-7671
Email: rprickett@rinconconsultants.com

Authorized to contractually obligate and negotiate on behalf of Rincon Consultants, Inc.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/7/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
521900		6106		$ 117,000.00
			$	$ 117,000.00

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

JUSTIFICATION: Salt & Nutrient Management Plan Feasibility Study Cost Share Agreement

Requested By: John R. Harris
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Pass Distributor Sales Agreement with Omnitrans for the distribution of transit passes to senior citizens, and determine approval of this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council determine that approval of the Pass Distributor Sales Agreement with Omnitrans for the distribution of transit passes to senior citizens 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 Pass Distributor Sales Agreement with Omnitrans for the distribution of transit passes to senior citizens.

RECOMMENDATION:

Staff recommends the City Council approve the Pass Distributor Sales Agreement with Omnitrans for the distribution of transit passes to senior citizens and determine approval of the Pass Distributor Sales 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 Facilities and Community Services Department's Recreation Division previously operated passenger vans that provided weekday dial-a-ride service to destinations within the city. The Transportation Program, which was funded with the use of Measure I funds through an agreement with Omnitrans has expired effective December 2022, ending the City's passenger van service, and reducing transportation options for Redlands' senior citizens.

In recognizing the need for senior transportation, the Recreation Division has developed a plan to supplant the van service previously offered by purchasing and distributing one thousand (1,000) 31-day Senior or Disability transit passes (valued at $30.00 each) to eligible residents. The execution of this agreement will provide predetermined city facilities with the ability to distribute monthly transit passes to Redlands residents 62 years and older and persons with disabilities at no cost to them. Similar agreements are in place in other Inland Empire cities such as Chino, Ontario, San Bernardino, and Upland, which provide convenient access for residents to obtain needed transit passes. Funding for the transit passes in the amount of $30,000 is included in the Recreation and Senior Services operating budget for Fiscal Year 2022-23 and 2023-24 as approved by City Council.

ALTERNATIVES:

The City Council may elect not to approve the agreement; however, this will hinder the recreation and senior service division's ability to provide transit passes to senior citizens.

STRATEGIC PLAN:

Priority A-Quality of Life

SUBMITTED BY:

Assistant City Manager Boatman

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:
Dave Jaffe, Recreation Supervisor

Fiscal Impact

Fiscal Year:	FY 2022-23
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	101309-7205

Discussion:

Funds are included in the current budget.

Attachments

Omnitrans Agreement
Omnitrans Procedures for Transit Pass Distributors

PASS DISTRIBUTOR SALES AGREEMENT

BETWEEN

OMNITRANS

AND

CITY OF REDLANDS

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of, March, 2023, by and between Omnitrans, a joint powers authority (hereinafter referred to as "AGENCY"), and **CITY OF REDLANDS**, (hereinafter referred to as "DISTRIBUTOR"). Sometimes hereinafter, AGENCY and DISTRIBUTOR may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, AGENCY wishes to provide convenient distribution opportunities for customers to obtain transit passes; and

WHEREAS, DISTRIBUTOR wishes to provide transit passes to clients, employees, students or customers.

NOW, THEREFORE, as herein set forth, the Parties agree as follows:

ARTICLE 1. STATEMENT OF WORK

A. DISTRIBUTOR agrees to provide Veteran, Youth, Senior/Disability/Medicare and Full Fare Transit Passes, and OmniAccess Tickets (hereinafter called "TRANSIT PASSES") to eligible persons in accordance with the AGENCY Procedures for Transit Pass Distributors (hereinafter called "PROCEDURES"), attached hereto and incorporated herein by reference as Exhibit "A," attached hereto and incorporated herein by this reference.

B. TRANSIT PASSES may be in the form of magnetic stripe paper passes (hereinafter called "PAPER PASSES") or mobile digital fare transit passes (hereinafter called "DIGITAL PASSES"), as further described in the PROCEDURES.

C. DISTRIBUTOR shall pay AGENCY no later than 30 days from the date of each invoice supplied by AGENCY. DISTRIBUTOR, at its option, may elect to make payment for TRANSIT PASSES at the time of purchase via use of a valid credit card, as further described below.

If DISTRIBUTOR disputes the amount of any invoice, it shall promptly notify AGENCY, prior to the date the invoice is due of such dispute and the basis therefor. Should DISTRIBUTOR fail to timely pay an invoice, AGENCY shall provide notice of such failure to DISTRIBUTOR in accordance with the provisions set forth in Article 9 below.

ARTICLE 2. GENERAL TERMS AND CONDITIONS

A. AGENCY shall fulfill orders received for PAPER PASSES from DISTRIBUTOR provided DISTRIBUTOR presents an order to AGENCY using an AGENCY supplied order form and such order meets the minimum order requirement, does not exceed the AGENCY established credit limit for DISTRIBUTOR, and DISTRIBUTOR's account with AGENCY is not past due. If DISTRIBUTOR elects to pay for PAPER PASS orders using a credit card, a valid credit card number shall be provided to AGENCY as part of the completed order form, and AGENCY shall be entitled to charge DISTRIBUTOR's credit card at the time of order.

B. If DISTRIBUTOR elects to utilize DIGITAL PASSES, AGENCY shall provide access to a secure web portal distribution account operated by AGENCY's DIGITAL PASS vendor (hereinafter called "WEB PORTAL"). DISTRIBUTOR shall be solely responsible for any and all access to and use of the WEB PORTAL by or on behalf of DISTRIBUTOR. DISTRIBUTOR shall have authority to use the WEB PORTAL to distribute DIGITAL PASSES up to a value which shall not exceed the AGENCY established credit limit for DISTRIBUTOR, and provided that DISTRIBUTOR's account is not past due. DISTRIBUTOR is solely responsible and liable for monitoring its WEB PORTAL access and DIGITAL PASS distribution activity, and for ensuring that only authorized users, as determined by DISTRIBUTOR, have access to the WEB PORTAL. The charge for a DIGITAL FARE shall be incurred by DISTRIBUTOR, and shall be due and payable, at the time the DIGITAL PASS is distributed via the WEB PORTAL. If DISTRIBUTOR elects to pay for DIGITAL PASSES using a credit card, such payment may be made by DISTRIBUTOR through the WEB PORTAL at the time DIGITAL PASSES are distributed by DISTRIBUTOR.

C. DISTRIBUTOR has the sole obligation and responsibility to track the status of its account and to perform its obligations. If DISTRIBUTOR fails to perform its obligations under this AGREEMENT, AGENCY shall have no obligation to fulfill orders for PAPER PASSES nor to give DISTRIBUTOR advance notice that AGENCY will not fulfill DISTRIBUTOR's order(s) for PAPER PASSES. In addition, AGENCY shall be entitled to immediately restrict DISTRIBUTOR's access to the WEB PORTAL without prior notice to DISTRIBUTOR. In addition to any other rights or remedies of AGENCY under this Agreement, if DISTRIBUTOR fails to make payment in accordance with the terms of this Agreement, DISTRIBUTOR shall be obligated to pay AGENCY for all actual and reasonable costs incurred by AGENCY to collect amounts owed by DISTRIBUTOR.

D. DISTRIBUTOR acknowledges that the WEB PORTAL is provided by AGENCY's vendor as a convenience to DISTRIBUTOR and AGENCY provides no warranty or guarantee regarding availability, use of, or access to the WEB PORTAL. DISTRIBUTOR waives any claims against AGENCY related thereto.

ARTICLE 3. INDEPENDENT CONTRACTOR

The Parties hereto, in the performance of this Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. Neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other except as defined in this Agreement or as mutually agreed to under the terms of this Agreement.

ARTICLE 4. LOSS OF TRANSIT PASSES; INCORRECT ISSUANCE OF DIGITAL PASSES

DISTRIBUTOR shall be responsible for PAPER PASSES delivered to it, and for DIGITAL PASSES distributed by DISTRIBUTOR. Loss of any TRANSIT PASSES or incorrect distribution of DIGITAL PASSES does not relieve DISTRIBUTOR of the responsibility for payment to AGENCY.

DISTRIBUTOR may contact the AGENCY's DIGITAL PASS vendor to attempt to cancel or resolve issues related to incorrect distribution of DIGITAL PASSES.

ARTICLE 5. INSPECTION OF RECORDS

DISTRIBUTOR shall permit an authorized representative of AGENCY, during reasonable hours, to examine TRANSIT PASSES, AGENCY-supplied documents as provided in this Agreement, the WEB PORTAL, and books, records and accounts of DISTRIBUTOR to determine compliance with or to enforce this Agreement. AGENCY shall make reasonable efforts to provide DISTRIBUTOR with advanced notice of any such inspection.

ARTICLE 6. ASSIGNMENT AND MODIFICATION

This Agreement shall not be voluntarily or involuntarily assigned or transferred by DISTRIBUTOR. DISTRIBUTOR must notify AGENCY of any event that may have an effect on this AGREEMENT, which includes but is not limited to closure or relocation of DISTRIBUTOR's location(s) or DISTRIBUTOR's insolvency (failure to timely pay obligations under this or other agreements). No modification of this Agreement shall be effective unless made in writing and signed by both Parties.

ARTICLE 7. TERM AND CANCELLATION

A. This Agreement shall be effective upon execution by both Parties and shall continue in full force and effect until canceled by either Party upon written notice to the other Party at least thirty (30) days prior to the effective date thereof, except as provided in Article 2. The term "cancelation" and "termination" are interchangeable in this Agreement.

B. On or before the effective date of cancelation of this Agreement, DISTRIBUTOR with PAPER PASS inventory shall either:

1) Return any unused PAPER PASSES for credit minus five percent of retail value to be applied toward any outstanding balance owed or for refund if no balance owed exists; OR

2) Retain unsold PAPER PASSES, in which case, DISTRIBUTOR shall remit any outstanding payments, including any late fee charges no later than five (5) days from the date of receipt of the AGENCY's invoice.

C. DISTRIBUTOR engaging in DIGITAL PASS distribution agrees:

1) On the effective date of cancelation of this Agreement, AGENCY shall terminate WEB PORTAL access for DISTRIBUTOR and therefore eliminate the ability for DISTRIBUTOR to purchase or distribute any new DIGITAL PASSES.

2) No later than thirty (30) days from the date of receipt of the AGENCY's invoice, DISTRIBUTOR shall promptly transmit or send outstanding payments due to the AGENCY, including any late fee charges, for DIGITAL PASSES.

D. Notwithstanding the foregoing, AGENCY and DISTRIBUTOR may terminate this Agreement immediately for the other Party's breach if such Party fails to cure any default within five (5) calendar days of receipt of written notice of default from the other Party. If AGENCY terminates for breach, then DISTRIBUTOR shall remit any outstanding payments due to AGENCY, including any late fee charges, within thirty (30) calendar days of receipt of the notice of termination for breach, and the AGENCY'S invoice.

ARTICLE 8. SCHEDULING

No provision of this Agreement shall be construed to require AGENCY to continue to operate any transit service to or from the facility of DISTRIBUTOR or elsewhere during the term of this Agreement and it is expressly agreed that the AGENCY shall incur no liability to DISTRIBUTOR due to any rerouting, rescheduling, discontinuance, or other changes in transit services operated by the AGENCY. AGENCY shall make reasonable efforts to give notice as soon as reasonably practical to DISTRIBUTOR of any permanent rerouting, rescheduling, or discontinuance.

ARTICLE 9. NOTIFICATION

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by first class mail, postage prepaid, addressed as follows, followed by facsimile transmission or electronic mail with delivery receipt requested. Notice shall be deemed communicated two (2) business days from the time of mailing if mailed as provided in this paragraph.

To DISTRIBUTOR:

City of Redlands
35 Cajon Street
Redlands, CA 92373

ATTENTION: Dave Jaffe
Recreation Supervisor
(909) 798-7579

To AGENCY:

Omnitrans
1700 W. 5th Street
San Bernardino, CA 92411

ATTENTION: Melissa Castillo
Omnitrans Customer Service Supervisor
(909) 379-7157

ARTICLE 10. INSURANCE

AGENCY and DISTRIBUTOR are authorized self-insured public entities for purposes of professional liability, general liability, automobile liability, and workers' compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

ARTICLE 11. GOVERNING LAW; VENUE; SEVERABILITY

This Agreement shall be governed by the laws of the State of California and the United States of America. Venue shall be in San Bernardino County. If any provision of this Agreement is held by a trier of fact having competent jurisdiction as to the Parties to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

ARTICLE 12. COMPLETE AGREEMENT; WAIVER; SURVIVAL

This Agreement and documents incorporated herein constitute the complete and exclusive statement of the terms of the Agreement between AGENCY and DISTRIBUTOR regarding the subject matter hereof, and it supersedes all prior representations, understandings, and communications. AGENCY's failure to insist in any one or more instances upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of AGENCY's right to such performance or to future performance of such a term or terms, and DISTRIBUTOR's obligation in respect thereto shall continue in full force and effect. Changes hereto shall not be binding upon AGENCY except when made in writing by authorized representatives of the Parties. The issuance of information, advice, approvals, or instructions by AGENCY's technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect AGENCY's and DISTRIBUTOR's rights and obligations hereunder. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement including, but not limited to the indemnification obligations, shall survive any such expiration or termination.

ARTICLE 13. COUNTERPARTS; FACSIMILE SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures, including signatures transmitted via electronic mail, shall be considered and shall have the same force and effect as original signatures.

ARTICLE 14. INCORPORATION OF RECITALS

The recitals contained above are true and correct and are hereby incorporated herein by this reference.

ARTICLE 15. ATTORNEY'S FEES

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

ARTICLE 16. AUTHORITY

The persons signing this Agreement hereby warrant that he or she has the authority to bind the Party for which he or she is signing.

SIGNATURE PAGE

TO

PASS DISTRIBUTOR SALES AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF REDLANDS	**OMNITRANS**
By _____	By _____
Eddie Tejeda	Erin Rogers
Mayor, City of Redlands	Omnitrans CEO/GENERAL MANAGER
Date: _____	Date: _____
ATTEST:	APPROVED AS TO FORM:
	Best Best & Krieger LLP
_____	By _____
Jeanne Donaldson, City Clerk	

Organizations such as Government Agencies, Employers, Non-Profit Organizations or Schools who distribute passes to clients, members, students, or employees but do not sell passes directly to the public ("Distributors") must apply and be approved by Omnitrans to participate in the Omnitrans Pass Distributor program.

Transit passes may be in the form of magnetic stripe paper passes ("Paper Passes") or mobile digital fares ("Digital Passes"). Paper Passes and Digital Passes are sometimes referred to herein as "Transit Passes".

Transit Passes can be paid for in advance at the time of purchase, for Paper Passes, or at the time of distribution, for Digital Passes. Alternatively, approved Distributors may utilize the deferred billing option. Under this option, payment for Paper Passes will be due within 30 days of an invoice for orders over $500; Digital Passes will be billed monthly, or as soon as the credit limit is reached, and due within 30 days of invoice ("Deferred Billing Option").

Application Procedure

All applicants are required to submit an Omnitrans Pass Distributor application packet which includes the following documents:

- Omnitrans Pass Distributor Agreement (the "Agreement")
- Business Reference and Credit Application
- Banking Information Bank Notification
- Order Form (Paper Passes Only)

The application packet will be evaluated using the following criteria:

Paper Passes: To utilize the Deferred Billing Option, Distributors must purchase a minimum of $500 of Paper Passes with each written order submitted as described below. Orders less than $500 can be made online at www.omnitrans.org or in person at Omnitrans headquarters located at 1700 W. 5th Street in San Bernardino. However, payment for Paper Passes purchased online and at Omnitrans headquarters is due at the time of purchase.

Digital Passes: No minimum order is set for Digital Passes purchased and distributed via the Web Portal (defined below). Distributors, at their option, can choose to submit payment for Digital Passes at time of distribution via use of a valid credit card.

Credit Worthiness: A bank and/or business reference check will be performed by Omnitrans and if approved, Omnitrans will set a credit limit for each Distributor. Upon approval of a Distributor's application, Omnitrans will fulfill qualifying Paper Pass orders under the Deferred Billing Option and prepare an invoice to accompany the delivery of the Paper Pass order. Distributors electing to utilize Digital Pass distribution will be limited to a fixed aggregate Digital Pass dollar value not to exceed credit limit set for Distributor. The Web Portal shall limit Distributor to this dollar value. Invoices will be sent to Distributors on the first business day of the following month for billable Digital Passes, or as soon as the credit limit is reached. Billable Digital Passes are defined as the total number of Digital Passes distributed by a Distributor to respective cliental/employees. The charge for a Digital Pass is incurred by Distributor at the

time the Digital Pass is distributed, as further described below. The credit limit does not apply to Paper Passes for which payment is made at the time of purchase, or to Digital Passes for which payment is made at the time of distribution, through use of a valid credit card.

Deferred Billing Option Payment Terms

Invoices will reflect the total of the Transit Passes ordered/distributed. Payment for Transit Passes under the Deferred Billing Option is due 30 days from the date of invoice. Omnitrans may initiate collection activities in accordance with the terms of the Agreement if payments are not received in a timely manner.

Refunds/Returns/Exchanges

- Refunds/Returns (Paper Passes Only)
  Omnitrans maintains an all-sales final policy. Omnitrans will not replace or provide credit for any lost, stolen, or activated Paper Passes. Paper Pass refunds are only granted when a Distributor's Agreement terminates and only as applies to unused Paper Passes for which Omnitrans received payment in full more than 30 days before request. Refunds are issued minus 5% the retail value.

- Exchange (Paper Passes Only)
  An exchange of one type of Paper Pass for a different Paper Pass category will be considered when the Paper Passes were purchased from Omnitrans more than 90 days previous and remain unsold. Distributor should have a proven ability to distribute the requested Paper Pass types.

  No refunds or exchanges are available for Digital Passes once such passes have been distributed.

Paper Pass Ordering Procedure

Paper Pass orders for $500 or more will be processed following an account review. Omnitrans shall not fill any order if the account is past due or if the order exceeds the credit limit.

Omnitrans Paper Pass Order form (Attachment A) must be used for all Paper Pass orders. This form can be emailed, mailed, or phoned in. For all accounts in good standing, Paper Pass orders will be processed and can either be picked up or mailed within 2-4 business days from receipt of the order.

By email:	passsales@omnitrans.org
By U.S. Mail:	Omnitrans Pass Sales 1700 W. 5th Street San Bernardino CA 92411
By Phone order:	909-379-7150

If Paper Passes are sold to the public, they are to be sold at the full price of the pass.

Digital Pass Distribution Account

Distributors electing to utilize the Digital Pass program will be provided access to a secure web portal where Distributor will be able to establish a secure distribution account ("Web Portal"). The Web Portal is operated by Omnitrans' Digital Pass vendor. Distributors will be able to use

the Web Portal to send Digital Passes directly to their recipients' smartphones. Distributors' recipients can use the Omnitrans Digital Pass vendor's mobile fare app ("Mobile App") to store and use their Digital Passes. The charge for a Digital Pass is incurred by Distributor at the time of distribution. Digital Passes are validated at time of use on Omnitrans' vehicles.

Distributors will designate administrators who will have access to the Web Portal, through use of secure passwords, where they can select the type and quantity of Digital Passes to distribute using phone numbers of recipients. Recipients will receive a text message notifying them they have received a Digital Pass and prompting them to download the Mobile App to start using their Digital Pass. Recipients with existing Mobile App accounts will find their Digital Pass located within their Digital Pass wallet. Digital Passes must be activated (a simple tap on the phone screen) and shown onboard to ride. Distributor retains full responsibility and liability for monitoring and limiting access to the Web Portal by or on behalf of Distributor; for ensuring that only authorized users, as determined by Distributor, have access to the Web Portal; and for all Digital Passes distributed through the Web Portal. Any Digital Pass distributed via the Web Portal will be deemed a billable Digital Pass. Distributors will be able to designate multiple administrators, each having their own secure password; however, cumulative distribution of Digital Passes will be limited to Distributors' established credit limits. Distributors, at their option, may use a valid credit card to submit payment for Digital Passes at the time of distribution. The credit limit will not apply to Digital Passes if the credit card payment option is used.

Pass Types (Applies to Paper Passes & Digital Passes)

Transit Passes offered by Omnitrans are designed to provide value to the riders. As a distributor of these passes, it is Distributor's responsibility to make sure the Transit Pass provided to a transit rider is a pass that may be used by the rider. Full Fare Transit Passes do not require any proof of eligibility for use. Reduced fare Transit Passes and OmniAccess Fares have eligibility requirements that must be met. If a Transit Pass is issued to a rider who does not have acceptable form of ID or is eligible for services, that rider will not be able to use the Transit Pass when boarding the bus. For information on current fares and pass types, please visit Omnitrans.org or contact the pass sales department.

REDUCED FARE TRANSIT PASSES

Senior Pass/Disability/Medicare Senior Criteria: Patrons 62 years or older must provide documentation verifying their age including the following:

- DMV ID card/Driver's License
- Red, white, and blue Medicare card
- Omnitrans Senior identification card
- Current Senior photo ID card from another transit agency

Disability/Medicare Pass Criteria: Persons with disabilities must provide verification of their disability. Acceptable verification includes:

- Red, white, and blue Medicare card
- Omnitrans Disability identification card
- Service-connected Veteran identification card
- Americans with Disabilities Act identification card
- Current Disability photo ID card from another transit agency

Youth Pass: Persons qualifying for a youth pass must provide verification of their age or student status. Acceptable verification includes:

- Proof of age (18 or under) or student status

- Current Student ID card
- Current school registration

Veteran Pass: Persons qualifying for a veteran pass must provide verification of their veteran's status. Acceptable verification includes:

- County of San Bernardino Military Veterans ID Card
- US Dept. of Veterans Affairs ID Card
- DMV ID/Driver License with Veteran Designation
- Dept. of Defense retired ID Card
- Other Transit Agency Veterans ID Card

OmniAccess Fares: OmniAccess services are available to qualified individuals who have completed and met all requirements outlined in Omnitrans eligibility process. For current information on OmniAccess services or other Mobility options and application procedures please visit www.Omnitrans.org.

Contact Information

For questions about your application status or to cancel your agreement:

Omnitrans
Melissa Castillo, Customer Service Supervisor
1700 W. 5th Street
San Bernardino, CA 92411

Phone: 909-379-7157
Website: www.omnitrans.org

City Council/Successor Agency Meeting **I. 11.**

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request for the serving and consumption of alcoholic beverages at Israel Beal Park for Kobi Fletcher's Wedding to be held on March 17, 2023, and determine that approval of the request is exempt from environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council determine that approval of the request for the consumption of alcoholic beverages within a City park during Kobi Fletcher's Wedding 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 request for the consumption of alcoholic beverages at Kobi Fletcher's Wedding to be held on March 17, 2023.

RECOMMENDATION:

Staff recommends City Council determine that approval of the request for the serving and consumption of alcoholic beverages at Israel Beal Park is exempt from further environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Environmental Quality Act and provide staff with direction regarding the request for the consumption of alcoholic beverages at Israel Beal Park for Kobi Fletcher's Wedding to be held on March 17, 2023.

DISCUSSION:

The Redlands Municipal Code includes provisions that allow for the reservation of public areas by private parties. Staff's approval authority for the consumption of alcoholic beverages is limited to only enclosed public spaces in public parks as defined by Resolution No. 7559. Therefore, City Council approval is required for the request for the sale and consumption of alcohol.

Kobi Fletcher is hosting a wedding reception on March 17, 2023. The applicant has reserved Israel Beal Park and is requesting permission to serve beer and champagne as a courtesy to her wedding guests. The Applicant has provided the City with certificates of insurance for public liability insurance to protect against loss from liability for damages on account of bodily injury and property damage arising from the applicant's activity.

The proposed project is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15061(b)(3). Section 15061(b)(3), referred to as the "general rule," applies to those activities where it is seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Approval of the project authorizes the consumption of alcoholic beverages within an existing park and City property and will not result in any physical change to the environment.

ALTERNATIVES:

The City Council may deny the request.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Michelle Groenke, Administrative Assistant I

Fiscal Impact

Fiscal Year: 2022-23
Amount: $94
Discussion:

There is no fiscal impact related to the approval of the request to serve alcohol. The park reservation fee revenue of $94 will be applied to the Park Division Fund (101303).

Attachments

Authorization to Serve Alcohol

CITY OF REDLANDS

APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE OF EVENT Reception (wedding)

PROPOSED LOCATION Israel Beal Park

APPLICANT'S INFORMATION

ORGANIZATION'S NAME: Kobi Fletcher, Joel Dillard (wedding)

CONTACT PERSON: Kobi Fletcher PHONE: 951-528-8753

ADDRESS 1425 Cherry Ave spc. 129, Beaumont, Ca, 92223

EVENT INFORMATION

DATE OF EVENT 3/17/23 HOURS 5 hours

NAME OF EVENT Wedding

ARE FEES BEING CHARGED FOR EVENT? ☐ YES ☑ NO PRICE

ARE FEES BEING CHARGED FOR ALCOHOL? ☐ YES ☐ NO PRICE

TYPE OF ALCOHOL BEING SERVED? (Beer) Wine Distilled Spirits

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing the Wedding and in consideration of being permitted to conduct the Event, agree that the members/participants of Wedding shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' park facilities.

The members/participants of Kobi fletchers (wedding) hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damage to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF Kobi fletcher AND THAT I HAVE SIGNED THIS AGREEMENT ON

Date 2/10/23 Signature Kobi fletcher

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal Code, Section 12.44.270 does allow, "through the permitting process, the consumption of alcoholic beverages or liquors in enclosed public areas in public parks. The enclosed area is comprised of these areas which have been approved for use and secured by a barrier, portable fence, screen or materials approved by the Quality of Life Director.

Tape or ribbon of some kind may also be used for setting off the area for which the alcoholic beverage is served and consumed. Alcohol sales and distribution shall stop one hour prior to end of event unless otherwise directed by PD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof. (Ord. 1431 § C(4), 1971)

City Council/Successor Agency Meeting **I. 12.**

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the sole source purchase of equipment from West Coast Lights and Sirens to outfit 25 police vehicles for an amount not to exceed $177,046.80 (Assistant City Manager Boatman)

MOTION(S):

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

I move to authorize the sole source purchase of equipment from West Coast Lights and Sirens to outfit 25 police vehicles for an amount not to exceed $177,046.80.

RECOMMENDATION:

Staff recommends City Council authorize the sole source purchase of equipment from West Coast Lights and Sirens to outfit 25 police vehicles in an amount not to exceed $177,046.80.

DISCUSSION:

The City of Redlands Equipment Maintenance Division oversees the procurement and maintenance of over 470 vehicles. In November, 2022, City Council authorized the lease of 25 vehicles from Toyota Motor Corporation for use by the City's Police Department. To maintain a fleet that meets industry standards and upholds the current outfitting standards for police vehicles, it is recommended that the City use West Coast Lights and Sirens (WCLS). By using WCLS, the City has the assurance that the exact same equipment is being installed in the same position in each vehicle throughout the Department, ensuring officer safety and ease of use.

In an effort to reduce the overall cost of outfitting police vehicles, WCLS will evaluate existing equipment for the potential re-use of existing parts. Examples of existing re-usable equipment are sirens, TM4, speakers, console, gun locks, controllers, radio, microphones, light bars, and MDT, to include wiring for all. Sophisticated testing and installation is required in order to complete the outfitting process for a single police unit. WCLS has all the necessary machinery on site to complete sophisticated testing and installation of re-used and new equipment. In addition, when the lease ends on each of the vehicles, any equipment still in useable condition will be transferred to the replacement vehicle.

Services proposed by West Coast Lights and Sirens (WCLS) are unique; therefore, competitive bids are not available or applicable. Police Departments currently using the specialized services provided by WCLS include the Cities of Colton, Corona, Hemet, Los Angeles, Montclair, Ontario, Palm Springs, San Diego, West Covina as well as San Bernardino County Sheriff's Office and Ventura County.

ALTERNATIVES:

City Council may elect not to approve the sole-source purchase order and direct staff accordingly.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Christopher R. Catren, Chief of Police
Dana Abramovitz-Daniel, Procurement Manager

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

Fiscal Impact

Fiscal Year: FY 2022-23
Amount: $177,046.80
Budgeted Y/N: Y
Account No.: 101202
Discussion:

Funding for this purchase is included in the Police Department Fund (101202) of the Fiscal Year 2023-23 Budget as adopted by City Council.

Attachments

A. Sole Source Request Form
B. Vehicle Quotes from WCLS

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: 3/7/23

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ $177,046.80

Proposed Vendor: West Coast Lights & Sirens, Inc.

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: Police Vehicles

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:

The City's purchasing policy is to seek best value for its purchasing dollar by buying in the open market from qualified vendors and applying sound purchasing practices. In the case of unique equipment, such as police vehicles, value for money is not always reflected in the lowest fee proposal. More importantly it means choosing a proponent that can deliver goods to the City in the most effective manner and facilitate efficiency and cost saving measures that meet the City's requirements, terms and conditions throughout the related project.

This report speaks to the critical need that the Redlands Police Department has for a police fleet that meets industry standards in all realms and will safeguard procedures so the police vehicles are outfitted universally the same. This will ensure officer safety as any vehicle a first responder occupies will be identical to the last, eliminating confusion or errors.

Services proposed by West Coast Lights and Sirens (WCLS) are unique; therefore competitive bids are not available or applicable. The outfitting process is convoluted as WCLS will need to evaluate all re-suable parts, to include wiring. Often times this process includes lengthy testing. Sophisticated lighting, gun locks, and safety equipment installation is required in order to complete the outfitting process.

WCLS is a 15,000 square foot secured indoor installation facility located in Riverside, California. Out of 25 full-time employees, there are 2 in-house fabricators, 9 technicians being Emergency Vehicle Technician (EVT) certified with one being NFPA certified.

WCLS is a signature partner with Federal Signal as well as an authorized repair center. For the City of Redlands, WCLS will remove and test any used equipment before reinstallation. Each unit will be built to identical standards to ensure consistency in each vehicle which allows officers to switch between cars with ease, promoting officer safety and eliminating any confusion or changes from unit to unit.

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**

   Staff would solicit three bids and per City purchasing guidelines select with the lowest bidder. However, this creates complications as not every vendor is a purchaser/partner of the equipment currently installed in the existing units. Also, the vendor needs to have the proper testing equipment to ensure the appropriate re-use of all existing parts components, adding to the cost savings involved in this project while ensuring officer safety.

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

TRICIA SWOPE 2/2/23
Prepared by Date

2/2/23
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

Model	Series	Labor	Materials	Shipping	Tax	Total	Quote #
4Runner	V6	$ 3,000.00	$ 2,514.60		$ 482.53	$ 5,997.13	12898
Camry	4 Cyl	$ 2,800.00	$ 3,183.64	$ 30.00	$ 523.57	$ 6,537.21	12887
Camry	4 Cyl	$ 2,800.00	$ 3,183.64	$ 30.00	$ 523.57	$ 6,537.21	12887
Camry	4 Cyl	$ 2,800.00	$ 3,183.64	$ 30.00	$ 523.57	$ 6,537.21	12887
Camry	4 Cyl	$ 2,800.00	$ 3,183.64	$ 30.00	$ 523.57	$ 6,537.21	12887
Camry	4 Cyl	$ 2,800.00	$ 3,183.64	$ 30.00	$ 523.57	$ 6,537.21	12887
Camry	4 Cyl	$ 2,800.00	$ 3,183.64	$ 30.00	$ 523.57	$ 6,537.21	12887
Camry	4 Cyl	$ 2,800.00	$ 3,183.64	$ 30.00	$ 523.57	$ 6,537.21	12887
Camry	4 Cyl	$ 2,800.00	$ 3,183.64	$ 30.00	$ 523.57	$ 6,537.21	12887
Camry	V6	$ 2,800.00	$ 3,183.64	$ 30.00	$ 523.57	$ 6,537.21	12887
Camry	XS V6	$ 2,800.00	$ 3,183.64	$ 30.00	$ 523.57	$ 6,537.21	12887
Camry	4 Cyl	$ 2,800.00	$ 3,183.64	$ 30.00	$ 523.57	$ 6,537.21	12887
Highlander	4 Cyl	$ 3,200.00	$ 4,056.39	$ 40.00	$ 634.93	$ 7,931.32	12889
Highlander	4 Cyl	$ 3,200.00	$ 4,056.39	$ 40.00	$ 634.93	$ 7,931.32	12889
Highlander	V6 LE	$ 3,200.00	$ 4,056.39	$ 40.00	$ 634.93	$ 7,931.32	12889
Highlander	4 Cyl	$ 3,200.00	$ 4,056.39	$ 40.00	$ 634.93	$ 7,931.32	12889
Highlander	V6 LE	$ 3,000.00	$ 3,504.50	$ 30.00	$ 569.14	$ 7,103.64	12892
Highlander	V6 LE	$ 3,000.00	$ 3,504.50	$ 30.00	$ 569.14	$ 7,103.64	12892
Highlander	4 Cyl	$ 3,000.00	$ 3,504.50	$ 30.00	$ 569.14	$ 7,103.64	12892
Highlander	4 Cyl	$ 3,000.00	$ 3,504.50	$ 30.00	$ 569.14	$ 7,103.64	12892
RAV 4	4 cyl Gas	$ 2,800.00	$ 3,663.15	$ 40.00	$ 565.53	$ 7,068.68	13102
RAV 4	4 cyl Gas	$ 2,800.00	$ 3,663.15	$ 40.00	$ 565.53	$ 7,068.68	13102
RAV 4	4 cyl Gas	$ 2,800.00	$ 3,663.15	$ 40.00	$ 565.53	$ 7,068.68	13102
RAV 4	4 cyl Gas	$ 2,800.00	$ 3,663.15	$ 40.00	$ 565.53	$ 7,068.68	13102
Tacoma	4x4 4 Door	$ 3,200.00	$ 6,396.14	$ 290.00	$ 839.66	$ 10,725.80	12897
		$ 73,000.00	$ 88,826.94	$ 1,060.00	$ 14,159.86	$ 177,046.80	

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 REXX@WCLS.US
Fax # 951-779-9256 WCLS.US

PROPOSAL

Date	Estimate #
11/21/2022	12898

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	2022 4RUNNER

Item	Description	Qty	Cost	Total
100/HOUR	LABOR TO INSTALL THE FOLLOWING EQUIPMENT IN 2022 TOYOTA 4RUNNER	30	100.00	3,000.00T
	>>LESS HOLES AS POSSIBLE<<			
	>>>INSTALL CUSTOMER SUPPLIED RADIO (IN GLOVE BOX)			
	>>LIGHTING EQUIPMENT<<			
FHL-CHG	FLASHER, HEADLIGHT	1	70.00	70.00T
ES100C	ES100C SPEAKER W/O BRACKET	1	200.00	200.00T
ESB-U	KIT, UNIVERSAL BAIL BRACKET , ALL VEHICLES	1	27.32	27.32T
MPS620U-BR	MICRO PULSE 620 ULTRA (BLUE/RED) >>GRILLE LIGHTS<<	2	88.00	176.00T
FABRICATED	FABRICATION OF GRILLE LIGHT BRACKETS (PAIR) >>AS COVERT AS POSSIBLE - TINT LIGHTS<<	1	125.00	125.00T
MPS61U-R	MICROPULSE ULTRA 6, SINGLE COLOR, CLEAR LENS, SURFACE MOUNT- RED >>VISOR LIGHT-STEADY RED<<	1	83.00	83.00T
MPS620U-BR	MICRO PULSE 620 ULTRA (BLUE/RED) >>VISOR LIGHT<<	1	88.00	88.00T
FABRICATED	FABRICATE MICROPULSE VISOR MOUNTING BRACKET W/ SHROUD	1	325.00	325.00T
MS4000U	MS4000 UNDERCOVER, 100W SIREN AMP	1	415.00	415.00T
416900Z-BA	CORNER LED,DUAL,INLINE FLASHER, HORIZ OPTIC,BLUE/AMBER >>REAR TAILLIGHTS<<	2	66.00	132.00T
WCLS-ROTARY2	ROTARY SWITCH FOR MS4000U	1	225.00	225.00T

Subtotal	
Sales Tax (8.75%)	
Total	

WEST COAST LIGHTS & SIRENS, INC.

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UNIT "B"
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Phone # 9517799257 REXX@WCLS.US
Fax # 951-779-9256 WCLS.US

PROPOSAL

Date	Estimate #
11/21/2022	12898

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	2022 4RUNNER

Item	Description	Qty	Cost	Total
FABRICATED	FABRICATION OF SWITCH PLATE INSIDE DRIVER SIDE POCKET	1	100.00	100.00T
	>>ELECTRICAL<<			
JOB MATERIALS	CARPETED ELEC. BOARD	1	65.00	65.00T
5032B	FUSE BLOCK STBLADE DUAL 12 W/ GROUND/COVER	1	45.05	45.05T
7185B	70 AMP CIRCUIT BREAKER	1	29.30	29.30T
U-CBB-BK	UNIVERSAL CIRCUIT BREAKER BRACKET FROM BK CUSTOMS	1	12.00	12.00T
EVM-IDM308VS	IGNITION DELAY MODULE 30 MIN TO 8HRS - VOLTAGE SENSE	1	54.08	54.08T
EFBAD-5MPL	PANORAMA CELL EASYFIT ANT 760-960MHZ 5M MPL	1	56.00	56.00T
HKN6169B	XTL5000 CONTROL CABLE 17FT - BLACK W/ BLUE STRIPE ON ENDS	1	62.29	62.29T
HSN4038A	EXTERNAL MOTOROLA SPEAKER	1	55.50	55.50T
MMSU1	MAGNETIC MIC CONVERSION KIT	1	31.51	31.51T
90-201	75 AMP RELAY	1	37.55	37.55T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	100.00	100.00T

***ESTIMATES ARE VALID FOR 30 DAYS.**
***ORDERS WILL BE INVOICED UPON NOTIFICATION OF COMPLETION**
***RETURNS/CANCELLATIONS ARE SUBJECT TO A 25% RESTOCKING FEE AND SHIPPING CHARGES.**
***PLEASE MAKE SURE YOU HAVE ALL CUSTOMER SUPPLIED PARTS WHEN VEHICLE IS DROPPED OFF TO AVOID DELAYS. IF DELAYS CONTINUE, WE WILL SUPPLY NEEDED PARTS AT CUSTOMERS EXPENSE.**
***CALIFORNIA CERTIFIED SMALL BUSINESS #49878**
***NOTE: SALES TAX WILL BE CHARGED ON INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS OR UNDER 6 MONTHS SINCE REGISTRATION WITH THE DMV**

Subtotal	$5,514.60
Sales Tax (8.75%)	$482.53
Total	$5,997.13

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 info@wcls.us
Fax # 951-779-9256 WCLS.US

PROPOSAL

Date	Estimate #
11/21/2022	12887

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	2022 CAMRY

Item	Description	Qty	Cost	Total
100/HOUR	LABOR TO INSTALL THE FOLLOWING EQUIPMENT IN 2022 TOYOTA CAMRY	28	100.00	2,800.00T
	>>>INSTALL CUSTOMER SUPPLIED RADIO (IN CENTER CONSOLE)			
	>>LIGHTING EQUIPMENT<<			
416900Z-BW	CORNER LED,DUAL,INLINE FLASHER, HORIZ OPTIC,BLUE/WHITE >>HEADLIGHTS<<	1	66.00	66.00T
416900Z-RW	CORNER LED,DUAL,INLINE FLASHER, HORIZ OPTIC, RED/WHITE >>HEADLIGHTS<<	1	66.00	66.00T
ES100C	ES100C SPEAKER W/O BRACKET	1	200.00	200.00T
ESB-U	KIT, UNIVERSAL BAIL BRACKET , ALL VEHICLES	1	27.32	27.32T
MPS620U-BR	MICRO PULSE 620 ULTRA (BLUE/RED) >>GRILLE LIGHTS<<	2	88.00	176.00T
FABRICATED	FABRICATION OF GRILLE LIGHT BRACKETS (PAIR) >>AS COVERT AS POSSIBLE <<	1	125.00	125.00T
MPS61U-R	MICROPULSE ULTRA 6, SINGLE COLOR, CLEAR LENS, SURFACE MOUNT- RED >>VISOR LIGHT-STEADY RED<<	1	83.00	83.00T
MPS620U-BR	MICRO PULSE 620 ULTRA (BLUE/RED) >>VISOR LIGHT<<	1	88.00	88.00T
FABRICATED	FABRICATE MICROPULSE VISOR MOUNTING BRACKET W/ SHROUD	1	325.00	325.00T
MS4000U	MS4000 UNDERCOVER, 100W SIREN AMP	1	415.00	415.00T

Subtotal	
Sales Tax (8.75%)	
Total	

WEST COAST LIGHTS & SIRENS, INC.

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Phone # 9517799257 info@wcls.us
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PROPOSAL

Date	Estimate #
11/21/2022	12887

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	2022 CAMRY

Item	Description	Qty	Cost	Total
416900Z-BA	CORNER LED,DUAL,INLINE FLASHER, HORIZ OPTIC,BLUE/AMBER >>REAR TAILLIGHTS<<	2	66.00	132.00T
WCLS-ROTARY2	ROTARY SWITCH FOR MS4000U	1	225.00	225.00T
FABRICATED	FABRICATION OF SWITCH PLATE INSIDE DRIVER SIDE POCKET	1	100.00	100.00T
	>>WEAPON RACKS<<			
SC-7009-A	ADJUSTABLE GUN LOCK TIMER	1	35.09	35.09T
GK0068E-L	S T-RAIL MOUNT 1080E BLAC-RAC CUSTOM BLAC-RAC >>MOUNTED IN PASSENGER SIDE OF TRUNK<<	1	571.95	571.95T
SHIPPING	SHIPPING FOR SETINA ITEMS	1	30.00	30.00
	>>ELECTRICAL<<			
JOB MATERIALS	CARPETED ELEC. BOARD	1	65.00	65.00T
5032B	FUSE BLOCK STBLADE DUAL 12 W/ GROUND/COVER	1	45.05	45.05T
7185B	70 AMP CIRCUIT BREAKER	1	29.30	29.30T
U-CBB-BK	UNIVERSAL CIRCUIT BREAKER BRACKET FROM BK CUSTOMS	1	12.00	12.00T
EVM-IDM308VS	IGNITION DELAY MODULE 30 MIN TO 8HRS - VOLTAGE SENSE	1	54.08	54.08T
EFBAD-5MPL	PANORAMA CELL EASYFIT ANT 760-960MHZ 5M MPL	1	56.00	56.00T
HKN6169B	XTL5000 CONTROL CABLE 17FT - BLACK W/ BLUE STRIPE ON ENDS	1	62.29	62.29T
HSN4038A	EXTERNAL MOTOROLA SPEAKER	1	55.50	55.50T
MMSU1	MAGNETIC MIC CONVERSION KIT	1	31.51	31.51T

Subtotal	
Sales Tax (8.75%)	
Total	

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 info@wcls.us
Fax # 951-779-9256 WCLS.US

PROPOSAL

Date	Estimate #
11/21/2022	12887

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	2022 CAMRY

Item	Description	Qty	Cost	Total
90-201	75 AMP RELAY	1	37.55	37.55T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	100.00	100.00T

***ESTIMATES ARE VALID FOR 30 DAYS.**
***ORDERS WILL BE INVOICED UPON NOTIFICATION OF COMPLETION**
***RETURNS/CANCELLATIONS ARE SUBJECT TO A 25% RESTOCKING FEE AND SHIPPING CHARGES.**
***PLEASE MAKE SURE YOU HAVE ALL CUSTOMER SUPPLIED PARTS WHEN VEHICLE IS DROPPED OFF TO AVOID DELAYS. IF DELAYS CONTINUE, WE WILL SUPPLY NEEDED PARTS AT CUSTOMERS EXPENSE.**
***CALIFORNIA CERTIFIED SMALL BUSINESS #49878**
***NOTE: SALES TAX WILL BE CHARGED ON INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS OR UNDER 6 MONTHS SINCE REGISTRATION WITH THE DMV**

Subtotal	$6,013.64
Sales Tax (8.75%)	$523.57
Total	$6,537.21

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 REXX@WCLS.US
Fax # 951-779-9256 WCLS.US

PROPOSAL

Date	Estimate #
11/10/2022	12889

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	CSO HIGHLANDER

Item	Description	Qty	Cost	Total
100/HOUR	LABOR TO INSTALL LIGHTING EQUIPMENT AND CUSTOMER SUPPLIED RADIO AND COMPUTER ANTENNA INTO A 2022 TOYOTA HIGHLANDER (CSO)	32	100.00	3,200.00T
ALGT45J-AMBR2H6C	ALLEGIANT 45" FSJOIN, ALLEY LIGHTS, FRONT FLOOD, 6 BUTTON CONTROLLER >>6-BUTTON MOUNTED OVERHEAD<<	1	1,450.00	1,450.00T
660100SSG	40 AMP RELAY MODULE	1	165.00	165.00T
FABRICATED	FABRICATION-LIGHTBAR HOOKS	1	47.50	47.50T
416910Z-A	CORNER LED, SINGLE, INLINE FLASHER, AMBER	4	66.00	264.00T
FHL-CHG	FLASHER, HEADLIGHT	1	70.00	70.00T
FHL-TAIL	FLASHER,TAILLIGHT, UNIVERSAL APPLICATIONS , 18" WIRE LEADS	1	68.00	68.00T
ESB-L	BRACKET KIT, ES100C	1	28.03	28.03T
SA315P	SA315 SERIES SIREN SPEAKER	1	185.00	185.00T
PAP112	POWER AIR HORN, W/ PUBLIC ADDRESS, INCLUDES MICROPHONE	1	220.00	220.00T
ENT2B3A	INTERSECTOR UNDER MIRROR (AMBER)	2	170.00	340.00T
FABRICATED	FABRICATION OF FLOOR MOUNT FOR HIGHLANDER	1	195.00	195.00T
C-HDM-410	HEAVY-DUTY OFFSET ANGLE BRACKET	1	29.19	29.19T
C-HDM-202	8.5" TELESCOPING POLE WITH SHORT HANDLE	1	121.88	121.88T
C-MD-112	SWINGARM / TILT SWIVEL	1	235.63	235.63T
C-HDM-401	HEAVY DUTY STABILITY SIDE SUPPORT ARM	1	48.64	48.64T
C-ADP-110	MONITOR/KEYBOARD BRACKET	1	16.30	16.30T
C-UMM-103	UNIVERSAL MONITOR MOUNT ASSEMBLY	1	55.00	55.00T
SHIPPING	SHIPPING OF HAVIS PRODUCTS	1	40.00	40.00

Subtotal	
Sales Tax (8.75%)	
Total	

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 REXX@WCLS.US
Fax # 951-779-9256 WCLS.US

PROPOSAL

Date	Estimate #
11/10/2022	12889

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	CSO HIGHLANDER

Item	Description	Qty	Cost	Total
U-CBB-BK	UNIVERSAL CIRCUIT BREAKER BRACKET FROM BK CUSTOMS	1	15.00	15.00T
7185B	70 AMP CIRCUIT BREAKER	1	29.30	29.30T
5032B	FUSE BLOCK STBLADE DUAL 12 W/ GROUND/COVER	1	45.05	45.05T
EVM-IDM308VS	IGNITION DELAY MODULE 30 MIN TO 8HRS - VOLTAGE SENSE	1	54.08	54.08T
90-201	75 AMP RELAY	1	37.55	37.55T
JOB MATERIALS	CARPETED ELECTRONICS BOARD	1	40.00	40.00T
M84434RW	6 INCH 24 LED RED/WHITE DOME LIGHT- 3 POSITION SWITCH >>ON THE REAR HATCH<<	1	53.24	53.24T
EFBAD-5MPL	PANORAMA CELL EASYFIT ANT 760-960MHZ 5M MPL	1	56.00	56.00T
B500	AMEREX 5 POUND FIRE EXTINGUISHER W/O BRACKET	1	87.00	87.00T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	100.00	100.00T

***ESTIMATES ARE VALID FOR 30 DAYS.**
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***CALIFORNIA CERTIFIED SMALL BUSINESS #49878**
***NOTE: SALES TAX WILL BE CHARGED ON INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS OR UNDER 6 MONTHS SINCE REGISTRATION WITH THE DMV**

Subtotal	$7,296.39
Sales Tax (8.75%)	$634.93
Total	$7,931.32

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PROPOSAL

Date	Estimate #
11/10/2022	12892

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	2022 HIGHLANDER

Item	Description	Qty	Cost	Total
100/HOUR	LABOR TO INSTALL THE FOLLOWING EQUIPMENT IN 2022 TOYOTA HIGHLANDER	30	100.00	3,000.00T
	>>>INSTALL CUSTOMER SUPPLIED RADIO (IN CENTER CONSOLE)			
	>>LIGHTING EQUIPMENT<<			
FHL-CHG	FLASHER, HEADLIGHT,	1	70.00	70.00T
ES100C	ES100C SPEAKER W/O BRACKET	1	200.00	200.00T
ESB-U	KIT, UNIVERSAL BAIL BRACKET , ALL VEHICLES	1	27.32	27.32T
MPS620U-BR	MICRO PULSE 620 ULTRA (BLUE/RED) >>GRILLE LIGHTS<<	2	88.00	176.00T
FABRICATED	FABRICATION OF GRILLE LIGHT BRACKETS (PAIR) >>AS COVERT AS POSSIBLE - TINT LIGHTS<<	1	125.00	125.00T
MPS61U-R	MICROPULSE ULTRA 6, SINGLE COLOR, CLEAR LENS, SURFACE MOUNT- RED >>VISOR LIGHT-STEADY RED<<	1	83.00	83.00T
MPS620U-BR	MICRO PULSE 620 ULTRA (BLUE/RED) >>VISOR LIGHT<<	1	88.00	88.00T
FABRICATED	FABRICATE MICROPULSE VISOR MOUNTING BRACKET W/ SHROUD	1	325.00	325.00T
MS4000U	MS4000 UNDERCOVER, 100W SIREN AMP	1	415.00	415.00T
416900Z-BA	CORNER LED,DUAL,INLINE FLASHER, HORIZ OPTIC,BLUE/AMBER >>REAR TAILLIGHTS<<	2	66.00	132.00T

Subtotal	
Sales Tax (8.75%)	
Total	

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PROPOSAL

Date	Estimate #
11/10/2022	12892

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	2022 HIGHLANDER

Item	Description	Qty	Cost	Total
MPS620U-BA	MICROPULSE ULTRA 6, DUAL -COLOR SURFACE MOUNT, 12-24V DC, BLUE/AMBER >>REAR LIGHTS<<	2	88.00	176.00T
MPSM6-LB	FEDERAL SIGNAL SINGLE L-BRACKETS	2	10.93	21.86T
WCLS-ROTARY2	ROTARY SWITCH FOR MS4000U	1	225.00	225.00T
FABRICATED	FABRICATION OF SWITCH PLATE INSIDE DRIVER SIDE POCKET	1	100.00	100.00T
	>>WEAPON RACKS<<			
SC-7009-A	ADJUSTABLE GUN LOCK TIMER	1	35.09	35.09T
GK0068E-L	S T-RAIL MOUNT 1080E BLAC-RAC CUSTOM BLAC-RAC >>MOUNTED IN PASSENGER SIDE OF REAR CARGO AREA<<	1	571.95	571.95T
SHIPPING	SHIPPING FOR SETINA ITEMS	1	30.00	30.00
FABRICATED	FABRICATION OF MOUNT FOR BLAC-RAC	1	185.00	185.00T
	>>ELECTRICAL<<			
JOB MATERIALS	CARPETED ELEC. BOARD	1	65.00	65.00T
5032B	FUSE BLOCK STBLADE DUAL 12 W/ GROUND/COVER	1	45.05	45.05T
7185B	70 AMP CIRCUIT BREAKER	1	29.30	29.30T
U-CBB-BK	UNIVERSAL CIRCUIT BREAKER BRACKET FROM BK CUSTOMS	1	12.00	12.00T
EVM-IDM308VS	IGNITION DELAY MODULE 30 MIN TO 8HRS - VOLTAGE SENSE	1	54.08	54.08T
EFBAD-5MPL	PANORAMA CELL EASYFIT ANT 760-960MHZ 5M MPL	1	56.00	56.00T

Subtotal	
Sales Tax (8.75%)	
Total	

WEST COAST LIGHTS & SIRENS, INC.

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PROPOSAL

Date	Estimate #
11/10/2022	12892

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	2022 HIGHLANDER

Item	Description	Qty	Cost	Total
HKN6169B	XTL5000 CONTROL CABLE 17FT - BLACK W/ BLUE STRIPE ON ENDS	1	62.29	62.29T
HSN4038A	EXTERNAL MOTOROLA SPEAKER	1	55.50	55.50T
MMSU1	MAGNETIC MIC CONVERSION KIT	1	31.51	31.51T
90-201	75 AMP RELAY	1	37.55	37.55T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	100.00	100.00T

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***CALIFORNIA CERTIFIED SMALL BUSINESS #49878**
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Subtotal	$6,534.50
Sales Tax (8.75%)	$569.14
Total	$7,103.64

WEST COAST LIGHTS & SIRENS, INC.

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PROPOSAL

Date	Estimate #
12/28/2022	13102

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	RAV-4 WITH LIGHTBAR

Item	Description	Qty	Cost	Total
100/HOUR	LABOR TO INSTALL LIGHTING EQUIPMENT AND CUSTOMER SUPPLIED RADIO AND COMPUTER ANTENNA INTO A 2022 TOYOTA RAV-4 (CSO)	28	100.00	2,800.00T
	>>CUSTOMER WILL SUPPLY LIGHTBAR FROM DECOMMISSIONED UNIT<<			
ALGT45J-AMBR2H6C	ALLEGIANT 45" FSJOIN, ALLEY LIGHTS, FRONT FLOOD, 6 BUTTON CONTROLLER	1	1,450.00	1,450.00T
660100SSG	40 AMP RELAY MODULE	1	165.00	165.00T
FABRICATED	FABRICATION-LIGHTBAR HOOKS	1	47.50	47.50T
416910Z-A	CORNER LED, SINGLE, INLINE FLASHER, AMBER	4	66.00	264.00T
FHL-CHG	FLASHER, HEADLIGHT	1	70.00	70.00T
FHL-TAIL	FLASHER,TAILLIGHT, UNIVERSAL APPLICATIONS , 18" WIRE LEADS	1	68.00	68.00T
ESB-L	BRACKET KIT, ES100C	1	28.03	28.03T
SA315P	SA315 SERIES SIREN SPEAKER	1	185.00	185.00T
PAP112	POWER AIR HORN, W/ PUBLIC ADDRESS, INCLUDES MICROPHONE	1	220.00	220.00T
FABRICATED	FABRICATION OF FLOOR MOUNT FOR RAV-4	1	195.00	195.00T
C-HDM-410	HEAVY-DUTY OFFSET ANGLE BRACKET	1	29.19	29.19T
C-HDM-202	8.5" TELESCOPING POLE WITH SHORT HANDLE	1	121.88	121.88T
C-MD-112	SWINGARM / TILT SWIVEL	1	235.63	235.63T
C-HDM-401	HEAVY DUTY STABILITY SIDE SUPPORT ARM	1	48.64	48.64T
C-ADP-110	MONITOR/KEYBOARD BRACKET	1	16.30	16.30T
C-UMM-103	UNIVERSAL MONITOR MOUNT ASSEMBLY	1	55.00	55.00T
SHIPPING	SHIPPING OF HAVIS PRODUCTS	1	40.00	40.00

Subtotal	
Sales Tax (8.75%)	
Total	

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PROPOSAL

Date	Estimate #
12/28/2022	13102

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	RAV-4 WITH LIGHTBAR

Item	Description	Qty	Cost	Total
U-CBB-BK	UNIVERSAL CIRCUIT BREAKER BRACKET FROM BK CUSTOMS	1	15.00	15.00T
7185B	70 AMP CIRCUIT BREAKER	1	29.30	29.30T
5032B	FUSE BLOCK STBLADE DUAL 12 W/ GROUND/COVER	1	45.05	45.05T
EVM-IDM308VS	IGNITION DELAY MODULE 30 MIN TO 8HRS - VOLTAGE SENSE	1	54.08	54.08T
90-201	75 AMP RELAY	1	37.55	37.55T
JOB MATERIALS	CARPETED ELECTRONICS BOARD	1	40.00	40.00T
EFBAD-5MPL	PANORAMA CELL EASYFIT ANT 760-960MHZ 5M MPL	1	56.00	56.00T
B500	AMEREX 5 POUND FIRE EXTINGUISHER W/O BRACKET	1	87.00	87.00T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	100.00	100.00T

***ESTIMATES ARE VALID FOR 30 DAYS.**
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***CALIFORNIA CERTIFIED SMALL BUSINESS #49878**
***NOTE: SALES TAX WILL BE CHARGED ON INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS OR UNDER 6 MONTHS SINCE REGISTRATION WITH THE DMV**

Subtotal	$6,503.15
Sales Tax (8.75%)	$565.53
Total	$7,068.68

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 REXX@WCLS.US
Fax # 951-779-9256 WCLS.US

PROPOSAL

Date	Estimate #
11/21/2022	12897

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	CSO TACOMA

Item	Description	Qty	Cost	Total
100/HOUR	LABOR TO INSTALL LIGHTING EQUIPMENT AND CUSTOMER SUPPLIED RADIO AND COMPUTER ANTENNA INTO A 2022 TOYOTA TACOMA	32	100.00	3,200.00T
ALGT45J-AMBR2H6C	ALLEGIANT 45" FSJOIN, ALLEY LIGHTS, FRONT FLOOD, 6 BUTTON CONTROLLER	1	1,450.00	1,450.00T
	>>6-BUTTON MOUNTED OVERHEAD<<			
660100SSG	40 AMP RELAY MODULE	1	165.00	165.00T
FABRICATED	FABRICATION-LIGHTBAR HOOKS	1	47.50	47.50T
416910Z-A	CORNER LED, SINGLE, INLINE FLASHER, AMBER	4	66.00	264.00T
FHL-CHG	FLASHER, HEADLIGHT	1	70.00	70.00T
FHL-TAIL	FLASHER,TAILLIGHT, UNIVERSAL APPLICATIONS , 18" WIRE LEADS	1	68.00	68.00T
ESB-L	BRACKET KIT, ES100C	1	28.03	28.03T
PAP112	POWER AIR HORN, W/ PUBLIC ADDRESS, INCLUDES MICROPHONE	1	220.00	220.00T
SA315P	SA315 SERIES SIREN SPEAKER	1	185.00	185.00T
ENT2B3A	INTERSECTOR UNDER MIRROR (AMBER)	2	170.00	340.00T
PKG-PSM-357	2011-2022 TOYOTA TACOMA PREMIUM PASSENGER SIDE MOUNT PACKAGE	1	472.98	472.98T
C-ADP-110	MONITOR/KEYBOARD BRACKET	1	16.30	16.30T
C-UMM-103	UNIVERSAL MONITOR MOUNT ASSEMBLY	1	55.00	55.00T
SHIPPING	SHIPPING OF HAVIS PRODUCTS	1	40.00	40.00
U-CBB-BK	UNIVERSAL CIRCUIT BREAKER BRACKET FROM BK CUSTOMS	1	15.00	15.00T
7185B	70 AMP CIRCUIT BREAKER	1	29.30	29.30T
5032B	FUSE BLOCK STBLADE DUAL 12 W/ GROUND/COVER	1	45.05	45.05T

Subtotal	
Sales Tax (8.75%)	
Total	

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PROPOSAL

Date	Estimate #
11/21/2022	12897

Name / Address
REDLANDS POLICE DEPARTMENT 212 BROOKSIDE AVENUE REDLANDS, CA 92373 ATTN: ACCOUNTS PAYABLE

Terms	VEHICLE TYPE
	CSO TACOMA

Item	Description	Qty	Cost	Total
EVM-IDM308VS	IGNITION DELAY MODULE 30 MIN TO 8HRS - VOLTAGE SENSE	1	54.08	54.08T
90-201	75 AMP RELAY	1	37.55	37.55T
JOB MATERIALS	CARPETED ELECTRONICS BOARD	1	40.00	40.00T
M84434RW	6 INCH 24 LED RED/WHITE DOME LIGHT- 3 POSITION SWITCH	1	53.24	53.24T
M84445-C	UNDERCARRIAGE SURFACE MOUNT LIGHT - 6" -375 LUMENS >>2 ON EACH SIDE OF THE BED W/ SWITCH<<	4	29.84	119.36T
EFBAD-5MPL	PANORAMA CELL EASYFIT ANT 760-960MHZ 5M MPL	1	56.00	56.00T
B500	AMEREX 5 POUND FIRE EXTINGUISHER W/O BRACKET	1	87.00	87.00T
JOB MATERIALS	BACK-FLIP FOLD UP BED COVER	1	1,223.75	1,223.75T
MT7	2019+ TACOMA DECKED SYSTEM 5' 1" BED	1	1,100.00	1,100.00T
AD30LOCKSET	SYSTEM DRAWER LOCK SET (TWO) WITH MATCHING KEYS (TWO)	1	30.00	30.00T
AD8WIDEx2	LOCKING TAB WIDE DRAWER DIVIDERS - (1) ONE SET OF TWO	1	12.00	12.00T
AD8NARROWx2	LOCKING TAB NARROW DRAWER DIVIDERS - (1) ONE SET OF TWO	1	12.00	12.00T
SHIPPING	SHIPPING FOR DECKED SYSTEM	1	250.00	250.00
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	100.00	100.00T

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***CALIFORNIA CERTIFIED SMALL BUSINESS #49878**
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Subtotal	$9,886.14
Sales Tax (8.75%)	$839.66
Total	$10,725.80

City Council/Successor Agency Meeting **I. 13.**

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the donation of the painted steel art piece *Peloton Takes the Curve*, from and by artist Kathleen King-Page and install the sculpture in Simonds Parkway (Assistant City Manager Boatman)

MOTION(S):

If the City Council agrees with staff's recommendation, the following motion has been provided:

I move that the City Council authorize a donation from Kathleen King of the painted steel artwork *Peloton Takes the Curve,* and to direct staff to install the sculpture in Simonds Parkway.

RECOMMENDATION:

Commission Recommendations:

At their special meeting on February 2, 2023, the Cultural Arts Commission unanimously approved this project and recommended that the City Council authorize the donation from Kathleen King-Page of a painted steel artwork titled *Peloton Takes the Curve* and recommended the piece be installed in Smiley Park, next to the police annex building, adjacent to Cajon Street.

At their special meeting on February 9, 2023, the Parks and Recreation Advisory Commission voted 4-1 to approve this project and recommended that the City Council authorize the donation from Kathleen King-Page of a painted steel artwork titled *Peloton Takes the Curve* and recommended the piece be installed in Simonds Parkway, rather than Smiley Park.

Staff Recommendation:

Staff recommends City Council authorize the donation from Kathleen King-Page of a painted steel artwork titled *Peloton Takes the Curve* and that the piece be installed in Simonds Parkway.

DISCUSSION:

Staff received an unsolicited offer to donate the subject artwork from the artist, Kathleen King-Page as well as representatives from the Redlands Bicycle Classic (Bike Classic). The artist and the Bike Classic representatives recommended the artwork be donated to the City given the rich history of the Bike Classic and the connection with the subject of the artwork. The artwork is acrylic paint on waterjet cut steel, consists of five 3/8" steel plate bases, with a finished dimension of 26' x 10' x 10'.

At their special meeting on February 2, 2023, the Cultural Arts Commission moved to recommend that the City Council accept the donation of the artwork titled *Peloton Takes the Curve* from Kathleen King-Page. The Cultural Arts Commission reviewed two possible locations for the donatated artwork, Smiley Park and Simonds Parkway. Based on feedback from the Artist, Bike Classic representatives and Commissioners' preferences, the Commission recommended that the artwork be permanently placed within Smiley Park, adjacent to Cajon Street.

At their special meeting on February 9, 2023, the Parks and Recreation Advisory Commission voted 4-1 to approve this project and recommended that the City Council accept the donation from Kathleen King-Page of a painted steel artwork titled *Peloton Takes the Curve* and recommended the piece be installed in Simonds Parkway. The basis for the Commission recommending Simonds Parkway, rather than Smiley Park, was because installation of the artwork within Smiley Park would require the removal of an existing redwood tree and concerns over potential interference with the use of the park for special events. The Cultural Arts Commissioners also discussed the potential interference with the use of Smiley Park for special events and determined that staff would review this and bring any concerns to the City Council's attention when presenting this final report for consideration of the placement of the artwork. Simonds Parkway is an ideal location as it is a large, underutilized and highly visible area that is also along the annual Bicycle Classic route.

In 2020, the City Council adopted Resolution No. 8069 establishing a Donation Acceptance Policy that provides for uniform criteria and procedures to guide the review and acceptance of donations, confirm that the City has relevant and adequate resources to administer such donations and ensure that the City appropriately acknowledges the generosity of the donor. Per the Donation

Acceptance Policy, all donations will be evaluated by the City prior to acceptance to determine whether the donation is consistent with the corresponding department or program's mandate; is in the City's best interest; and is consistent with applicable City laws, policies, ordinances, and resolutions.

ALTERNATIVES:

City Council may elect not to accept the donation and provide alternative direction to staff.

STRATEGIC PLAN:

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

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

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

Fiscal Impact

Fiscal Year: FY 2022-23
Amount: $4,000.00
Account No.: 101300
Discussion:
The cost of materials and labor related to the installation of the piece is estimated at $4,000. Funding for this expense is included in the Facilities & Community Services Department Fiscal Year 2022-23 Operating Budget as approved by City Council.

Attachments

A. Artist Bio & Artwork Photos

B. Locations Map

About the Artist – Kathleen King-Page

https://www.surfeitofpassion.com/

https://www.surfeitofpassion.com/the-bike-scribble-is-finally-3d-a-bike-sculpture-is-born/

A professional artist for over 25 years with a major crush on cycling. For many years I painted all kinds of murals in several different styles, then I discovered my own style – the Scribble. I have done Scribbles of people, angels, horses, runners swimmers… but I mostly focus on cyclists and bike art because cycling is my joy.

Artwork – Peloton Takes the Curve

The sculpture "Peloton Takes the Curve" 26' x 10' x 10' acrylic paint on waterjet cut steel, approx. 2200 lbs.

These were designed to meet the structural requirements of seismic regulations for the state, and withstand 100 mph winds as required by San Bernardino County.

In plain english: there are five 3/8" steel plate bases in total, 3 bases are 8' x 2', 2 bases are 4' x 2'. They are set on cement footings 18" deep, reinforced with rebar. The concrete is 8" wider than the bases creating a four inch "frame" surrounding the steel plate on all sides. The steel plates are then drilled and bolted into the concrete.



SIDE VIEW



BIKING CLUB “RIDING” WITH THE PELOTON



BIKE CLUB GROUP PHOTO



San Diego Union Tribune Arts Calendar article



"The Peloton Takes the Cucamonga Curve"

More about Kathleen King: surfeitofpassion.com/about-kathleen

Cycling culture gets an artistic treatment in a new metal sculpture by artists Kathleen King and Tony D'Aula. The 26-foot work — titled "The Peloton Takes the Cucamonga Curve" — was unveiled to the public in Bonsall last week before it moved to its permanent home: a public corner in Rancho Cucamonga's business district. The Pacific Beach-bred King, who has been creating public art around the country for the last eight years, is known locally for her murals, including "The Pacific Beach Historical Mural" (1988) at Cass and Garnet and "America's Finest City" (1989) in downtown San Diego. Since 2007, King's work has been cycling-focused and characterized by her unique "Bike Scribble" style. This collaboration is her first public artwork since moving back to California in 2018.

MICHAEL JAMES ROCHA • U-T

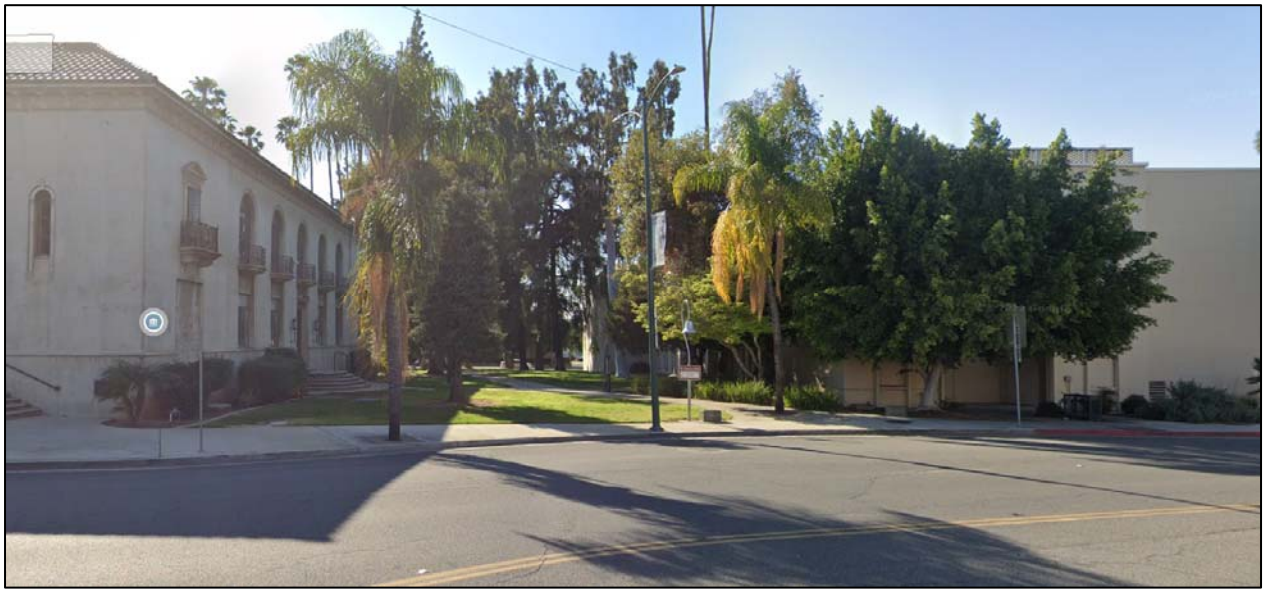
PROPOSED LOCATIONS OF PERMANENT DISPLAY OF DONATED ARTWORK – PELOTON

SIMONDS PARKWAY



Smiley Park

Between Police Annex and Frontier Building



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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Municipal Utilities/Public Works Commission Annual Report presented by Commissioner Adekunle Ojo (Municipal Utilities and Engineering Director Harris)

DISCUSSION:

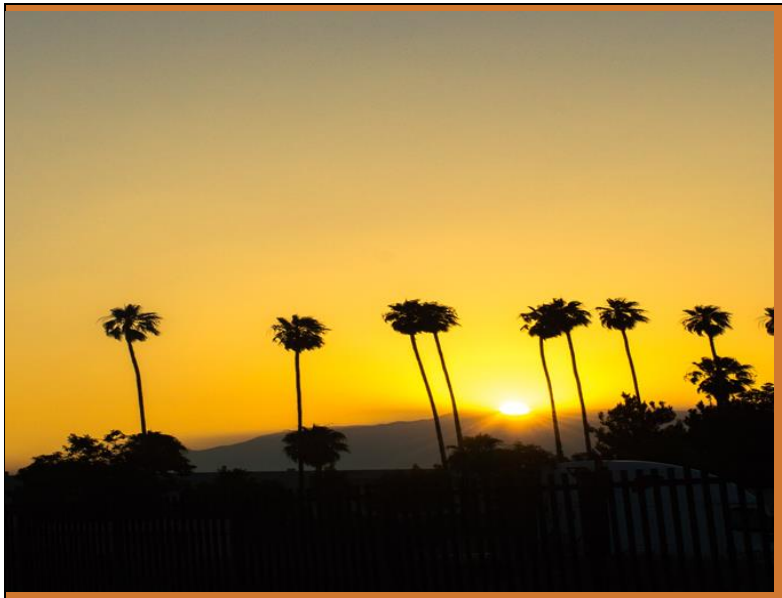
Chapter 2.38 of the Redlands Municipal Code establishes Municipal Utilities/Public Works Commission (MUPWC) appointment protocols, objectives, goals, and reporting requirements. Each year, the MUPWC Chairperson presents an Annual Report to the City Council summarizing accomplishments of the previous year, and outlining goals for the next year. Tonight, MUPWC Chairperson Adekunle Ojo will present the Annual Report.

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

Attachments

MUPWC Annual Report Presentation



City of Redlands

MUNICIPAL UTILITIES/PUBLIC WORKS COMMISSION

ANNUAL REPORT

MARCH 7, 2023

Redlands Municipal Code Chapter 2.38

- A resource for City Council, staff, and the general public
- Knowledgeable of Public Works, Utilities, and Engineering Programs
- Provide advice to City Departments regarding public acceptability of proposed plans, programs, and projects including studies and proposals related to rates and fees charged to the public (water, sewer, solid waste, DIF)

MUPWC Membership

The Municipal Utilities/Public Works Commission appreciates the opportunity to be a collective resource for City Council, staff, and the entire Redlands community

Adekunle Ojo	Robert Meals	CV	David Garcia	Steve Stockton	Tom Breitkreuz	Zachary Travis
						
2018	2022	2019	2020	2018	2020	2020

2022 Accomplishments

- ✓ Pavement Management Program
- ✓ WWTP Improvement Project – Phase 1B Completed
- ✓ Water Systems & Wastewater System Master Plan Updates
- ✓ Groundwater Well & Booster Pump Rehabilitation Project
- ✓ Waterline Replacement Project
- ✓ Wastewater Replacement & Slip-Lining Projects
- ✓ Water System SCADA Expansion Project
- ✓ Citywide Water Meter Replacement Project
- ✓ Citywide Sidewalk/ADA Ramp Replacement Project

WWTP PROJECT PHASE 1B



WELL REHABILITATION



WATER METER REPLACEMENTS

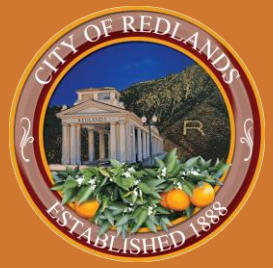


SIDEWALK/CURB RAMP REPLACEMENTS



2023 Goals

- ✓ Transition to WWTP Improvement Project – Phase 2
- ✓ Implement Utility Planning Document Project Recommendations
- ✓ Continue Groundwater Well Rehabilitation Project
- ✓ Pavement Management Project – 30 Miles
- ✓ Waterline Replacement Project – 3.5 Miles
- ✓ Wastewater Pipeline Replacement Projects – 3.5 Miles
- ✓ Complete Water System SCADA Expansion Project
- ✓ Continue Citywide Water Meter Replacement Project



Thank You!

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Cultural Arts Commission presented by Vice Chair Daniel Gohman (Assistant City Manager Boatman)

DISCUSSION:

For this evening's City Council Meeting, Vice-Chair Daniel Gohman will be presenting the Cultural Arts Commission's Annual Report.

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Parks and Recreation Advisory Commission presented by Commissioner Justin Weekley (Assistant City Manager Boatman)

DISCUSSION:

For this evening's City Council Meeting, Commissioner Justin Weekley will be presenting the Parks and Recreation Advisory Commission's Annual Report.

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the introduction of Dress Standards for City Council, and consideration of Resolution No. 8451(Mayor Tejeda)

MOTION:

I move to approve Resolution No. 8451

DISCUSSION:

This item is being put forth at the request of Mayor Tejeda to allow Council discussion and possible action relating to the introduction of Dress Standards for City Council.

SUBMITTED BY:
Mayor Tejeda

Attachments

Resolution No. 8451
Employee Dress Standards

RESOLUTION NO. 8451

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING DRESS STANDARDS FOR CITY COUNCIL MEMBERS

WHEREAS, the City strives to maintain a workplace environment that is well functioning, free from unnecessary distractions and conveys a high degree of professionalism; and

WHEREAS, all employees are expected to present a professional, businesslike image to community members and the public; and

WHEREAS, the City has established employee dress standards in accordance with general standards and guidelines designed to promote professionalism in the workplace, suitable to both the work location and the job duties; and

WHEREAS, this City Council, as elected representatives of the City, desires to be held to the same standards of professionalism as City staff; and

WHEREAS, this City Council wishes to establish specific dress standards for its regular and special meetings of the City Council; and

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

Section1. City Council dress standards shall be defined as follows:

A. For all regular meetings of the City Council, office attire shall be appropriate. Office dress shall be considered proper business attire to be worn in office settings and shall mean: business suits, slacks, jackets, sweaters, and dress shirts with ties for men; dresses, suits, coordinated pants, skirts, blouses, and sweaters for women.

B. For all special meetings of the City Council, casual attire shall be appropriate. Casual dress shall mean: business casual and include sports shirts, polo shirts, slacks, skirts, jeans, and sandals.

Section 2. Exceptions in the dress standards may be made to accommodate special events and/or other conditions. All exceptions shall be approved in advance by the Mayor, or Mayor Pro Tem in the Mayor's absence.

ADOPTED, SIGNED AND APPROVED this 7th day of March, 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 7th day of March, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EMPLOYEE DRESS STANDARDS (p. 41)

Excerpt from the City of Redlands Personnel Rules and Regulations

J. EMPLOYEE DRESS STANDARDS

The City strives to maintain a workplace environment that is well functioning, free from unnecessary distractions and conveys a high degree of professionalism. All employees are expected to present a professional, businesslike image to customers and the public. Clothing and appearance shall be neat, clean, and in good taste. Employees shall dress in accordance with general standards and guidelines designed to promote professionalism in the workplace. Dress shall be suitable to both the work location and the job duties.

1. Dress Standards Office Standards: Office attire shall be appropriate to the formalities normally expected in business establishments. Office dress shall be considered proper business attire to be worn in office settings and shall mean: business suits, slacks, jackets, sweaters, and dress shirts with or without ties for men; dresses, suits, coordinated pants, skirts, blouses, and sweaters for women. Field Standards: The standards for office attire shall be acceptable for field dress, however, may not be practical for all field activities. Field dress shall be considered appropriate attire for work outside office settings and shall mean: a more casual dress standard which may include polo shirts, shorts, and tennis shoes. Casual Standards: The city has implemented a casual day for Fridays. In addition, the City Manager may authorize additional casual days. Casual dress shall be considered appropriate for office and field settings and shall mean: business casual and include sports shirts, polo shirts, slacks, skirts, jeans, and sandals.

Extreme attire shall mean clothing styles, lengths, and/or fabrics outside of general office and field dress standards and shall be prohibited. Extreme attire includes, but is not limited to: sweats, shorts, strapless and spaghetti strap tops and dresses, halter tops, sheer clothing, excessively worn or faded clothing, and beach sandals. 42 Exceptions in the dress standards may be made to accommodate special assignments and/or work conditions. All exceptions shall be approved in advance by the Department Director. Employees who do not meet dress standards may be sent home to change and will be required to use accruals or not be paid for that time off.

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2956 adding Chapter 10.70 to the Redlands Municipal Code to Prohibit Non-Electric Vehicles from Parking in Designated Electric Vehicle Charging Spots (Chief Catren)

MOTION(S):

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

Mayor requests the City Clerk to read the title of Ordnance No. 2956;

I move to waive further reading of, and to introduce Ordinance No. 2956.

RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 2956.

DISCUSSION:

Since the opening of the parking garage located at 250 W. Stuart Avenue, there has been an increasing problem with non-electric vehicles parking in designated charging spaces for electric vehicles. The City does not currently have a municipal code to enforce this issue, and with the increase in electric vehicle charging stations, it is necessary to have a municipal code that can be used to enforce this violation.

California Vehicle Code 22511 (a)(1) states that this violation can be enforced by a local ordinance or resolution in an off-street parking facility owned or operated by that local authority or person for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes. With the increase in development throughout the city and the implementation of more

electric vehicle charging spaces, this ordinance will allow the Redlands Police Department to cite or tow vehicles in violation of the ordinance if necessary.

ALTERNATIVES:

This City Council may adopt the ordinance, request modifications, or take no action. However, without an instrument to enforce the violation, the Redlands Police Department will not be able to cite or tow non-electric vehicles that are parked in designated electric vehicle charging spaces.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

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

PREPARED BY:
Jeremy Floyd, Sergeant

Fiscal Impact

Discussion:
There is no fiscal impact associated with the adoption of this Ordinance.

Attachments

EV Charging Ordinance 2596

ORDINANCE NO. 2956

AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 10.70 OF THE REDLANDS MUNICIPAL CODE TO PROHIBIT NON-ELECTRIC VEHICLES FROM PARKING IN DESIGNATED ELECTRIC VEHICLE CHARGING PARKING SPOTS

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, there has been an increasing problem with non-electric vehicles parking in designated charging spaces for electric vehicles; and

WHEREAS, the City does not currently have a municipal code to enforce this issue; and

WHEREAS, with the increase in electric vehicle charging stations, it is necessary to have a municipal code that can be used to enforce this violation; and

WHEREAS, California Vehicle code 22511 (a)(1) states that this can be enforced with a local ordinance or resolution in an off-street parking facility owned or operated by that local authority or person for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 10.70 of the Redlands Municipal Code, titled "Designated Electric Vehicle Charging Parking Spots," is hereby added to read as follows:

"CHAPTER 10.70: DESIGNATED ELECTRIC VEHICLE CHARGING PARKING SPOTS:

A. A local authority, by ordinance or resolution, and a person in lawful possession of an off-street parking facility may designate stalls or spaces in an off-street parking facility owned or operated by that local authority or person for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes.

B. A local authority, by ordinance or resolution, may designate stalls or spaces on a public street within its jurisdiction for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes.

C. The owner or person in lawful possession of a privately owned or operated off-street parking facility, after notifying the police or sheriff's department, may cause the removal of a vehicle from a stall or space designated in the facility to the nearest public garage if the vehicle is not connected for electric charging purposes.

D. The local authority owning or operating an off-street parking facility, after notifying the police or sheriff's department, may cause the removal of a vehicle from a stall or space designated if the vehicle is not connected for electric charging purposes.

E. The local authority, after notifying the police or sheriff's department, may cause the removal of a vehicle from a stall or space designated to the four tow companies listed under the police department's tow contract if the vehicle is not connected for electric charging purposes.

F. The posting required for an off-street parking facility owned or operated either privately or by a local authority shall consist of a sign not less than 17 by 22 inches in size with lettering not less than one inch in height that clearly and conspicuously states the following:

"Unauthorized vehicles not connected for electric charging purposes will be towed away at owner's expense. Towed vehicles may be reclaimed at or by telephoning:

Address: 1270 W. Park Avenue, Redlands Ca., 92373
Telephone: (909) 798-7681

The sign shall be posted in either of the following locations:

1. Immediately adjacent to, and visible from, the stall or space.
2. In a conspicuous place at each entrance to the off-street parking facility.

The posting required for stalls or spaces on a public street designated shall follow the California Manual of Uniform Traffic Control Devices.

G. If the parking facility is privately owned and public parking is prohibited by the posting of a sign meeting the requirements, the requirements may be met by the posting of a sign immediately adjacent to, and visible from, each stall or space indicating that a vehicle not meeting the requirements will be removed at the owner's expense and containing the telephone number of the local traffic law enforcement agency.

H. This section does not interfere with existing law governing the ability of local authorities to adopt ordinances related to parking programs within their jurisdiction, such as programs that provide free parking in metered areas or municipal garages for electric vehicles."

Section 2. 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 7th day of March, 2023, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration and Approval of the City's response to findings and recommendations included in the County of San Bernardino's Civil Grand Jury Report issued on December 16, 2022, regarding the Redlands Animal Shelter (Assistant City Manager Boatman)

MOTION(S):

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

Approve the written response to the County of San Bernardino's Civil Grand Jury Report issued on December 16, 2022, regarding the Redlands Animal Shelter, authorize the Mayor and City Manager to execute the response, and direct staff to submit by March 16, 2023, as required by Penal Code Section 933.05.

RECOMMENDATION:

Staff recommends City Council approve the response as drafted and attached to this report, authorize the Mayor and City Manager to execute the response.

DISCUSSION:

In 2022, the San Bernardino Civil Grand Jury initiated an investigation of the Redlands Animal Shelter. As part of their investigation, Grand Jury members visited the Animal Shelter on July 1, 2022, and August 12, 2022.

On December 16, 2022, the San Bernardino Civil Grand Jury issued its report regarding the Redlands Animal Shelter. Per Penal Code 933.05, the City is required to submit a written response, approved by City Council at a public meeting, within 90 days. The attached response is formatted as required by penal code 933.5. The final submission deadline for the City's response is March 16, 2023.

ALTERNATIVES:

Failure to approve the response will result in the City not complying with the response deadline of March 16, 2023.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Don Craw, Senior Manager FCS

Fiscal Impact

Discussion:

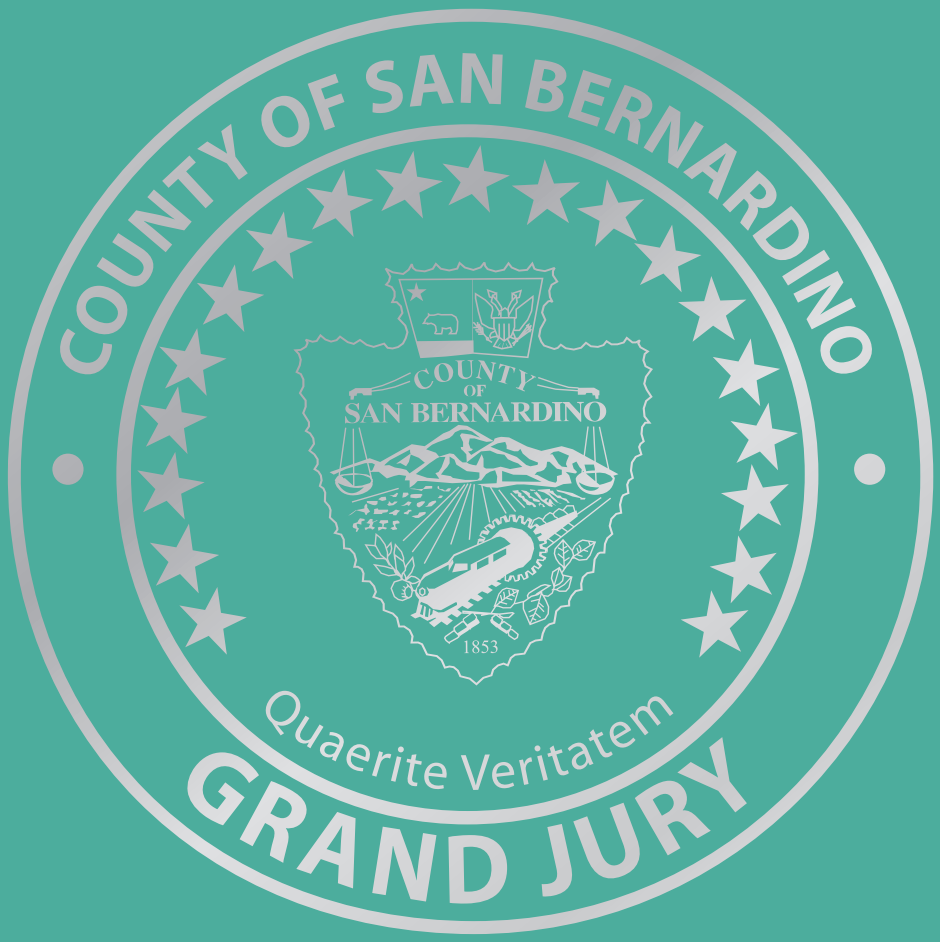
There is no fiscal impact related to the response to the County of San Bernardino Civil Grand Jury report.

Attachments

Grand Jury Report

Grand Jury Response

REPORTS



SAN BERNARDINO COUNTY
CIVIL GRAND JURY
2022



WORKING TOGETHER FOR THE ANIMALS

REDLANDS ANIMAL SHELTER

SUMMARY

It has been said that a society can be judged by how it treats its most vulnerable. If that is true, the City of Redlands (the City/Redlands) can be judged harshly for its treatment of the animals at the Redlands Animal Shelter.

Since 1985, the City of Redlands Police Department (RPD) had maintained control over the Redlands Animal Shelter (RAS/the Shelter). The 2022 San Bernardino County Civil Grand Jury (GJ/the Grand Jury) became concerned as to what extent the City of Redlands and the Redlands Animal Shelter were caring for the animals.

As the investigation unfolded, the Grand Jury's evidence revealed severe issues regarding the Redlands Animal Shelter. The following issues for the Shelter were established by the evidence:

- No full-time Permanent Shelter Manager
- Facility Deterioration and Substandard Care of the Animals
- Organizational Dysfunction
    - Failure to Inventory Expired Medications
    - No Volunteer Program
    - Staffing Problems
- Lack of Training/Continuing Education
    - Training for Sexual Harassment and Adverse Working Conditions
- Lack of Standards for Foster Care of Animals
- No Outreach to Rescue Groups
- Refusing offers from Rescue Groups
- Lack of Adoption/Meet-and-Greet Events
- Budgetary Problems
- Lack of Oversight for the Shelter
    - Problems with Euthanasia Reporting
- Lack of Transparency/Accountability

Volunteers were no longer welcome; the facility needed numerous repairs or possibly even a new building; there was little attempt to reunite lost animals with their owners. Adoptions were handled by appointment only during hours that many adults were working. The Redlands City budget sets aside money designated to the Shelter every year for salaries, operating expenses, and continuing education. However, there is little to no education for employees, no training manuals, no Policy and Procedures Manual and no incentives for employees to seek out training opportunities. Additionally, there is no preparation on how to work with other adults in creating and maintaining a work environment that is positive for the employees. The Shelter has no idea what the best practices for animal shelters are. If the City of Redlands was a family, and truly worked for the good of the animals, the Animal Shelter would not be forgotten.

BACKGROUND

After multiple complaints were received by the 2022 San Bernardino County Civil Grand Jury, the Grand Jury decided to investigate the operations of the Redlands Animal Shelter.

During a Grand Jury visit to the Shelter on July 1, 2022, the Grand Jury experienced the Shelter's still closed-to-the-public COVID-19 policy while other City offices were open. The Jurors also found that the Shelter building was old. The kennels were made of chain link, were outside, and had no shade. The cages in the cat room were small, overcrowded, and unclean. The Grand Jury discovered that the Redlands Animal Shelter was built in 1985, with three office renovations since then. The rest of the Shelter was in a sad and embarrassing state of disrepair.

For decades, the Redlands Animal Shelter had been under the direction of the Redlands Police Department. However, in July 2022, that was changed. It is now the Department of Facilities and Community Services (F&CS) of Redlands that oversees all Shelter operations.

As the investigation continued, evidence revealed that volunteers had always been welcomed at the Shelter, until recently. Even though the Shelter

was closed in March 2020, due to COVID-19, no volunteers were allowed into the facility even with protective equipment. At least one volunteer was escorted off the premises by the Redlands Police Department. Paid staff, needed to care for the animals, was at a bare minimum. Partnerships with local rescue groups and other shelters had ceased to exist. Even the number of families willing to foster animals had declined.

While people used to be able to walk into the Shelter and look for their lost pet, now they needed to make an appointment and have internet access to email a picture of their lost animal to the Shelter, or to even check for their lost pet online. The website used to provide information about Shelter animals is 24PetConnect.com. Evidence demonstrated that this website was complicated to use. It was very difficult to obtain information regarding the lost animal because the only easy search on the website was done by searching for the Animal Control number of the lost animal (which the pet owner would have no way of knowing). Beyond that, no one at the closed Shelter could assist them.

Instead of properly storing donated food so that it would not spoil or expire, the food sat uncovered in the hot summer sunshine, quickly spoiling, with the cardboard boxes fading in the 90+ degree heat. Thus, the donated food for the animals had to be thrown out. A less wasteful option would have been to offer it to either another shelter or a rescue. Knowledgeable staff, who among other things would have known where to store the food, were no longer employed by the Shelter, like the much-needed volunteers.



There were also concerns about where budgeted and donated monies were being spent. It was noted that donated money was not being spent on the Shelter or the animals.

The citizens of Redlands have donated thousands of dollars to the Shelter over the years. The Grand Jury was shocked to find out that not all that money has been used for the animals or the repair of the facility. Shelter staff, instead of the City Maintenance Department, had been tasked to make temporary repairs.

As of the Grand Jury's more recent visit on August 12, 2022, much had changed. Under the new management of the Shelter by F&CS, the City has put out a request on their job openings page for volunteers. They are also trying to hire Kennel Attendants (KAs) and Animal Control Officers (ACOs). There are new temporary front office personnel. The employees seem happy. The courtyard now has shade sails, and the dangerous, uneven asphalt has been replaced with new concrete. The temporary dog kennels are gone. The Grand Jury saw new cat cages, and a misting system for the dogs was working and was positioned so that it cooled the kennels. There is a new larger meet-and-greet area out front. Under the new department, adoption rates are rising again at the Redlands Animal Shelter. The Department of Facilities and Community Services is to be commended for these swift and positive changes.

Although these recent changes were necessary, these changes are not enough. And why did it take the City of Redlands so long for their animals to receive a better level of care?



Before



After

METHODOLOGY

The 2022 San Bernardino County Civil Grand Jury reviewed documents, receipts, contracts, budgetary records and forms regarding the City of Redlands Animal Shelter. The Grand Jury also read the Veterinary Standards report which is referred to as the *Guidelines for Standards of Care in Animal Shelters* (Guidelines).

The investigative research included reading the websites of many national animal groups including those of Best Friends Animal Society, the University of California at Davis, and Cal Animals.

The Grand Jury interviewed some complainants, multiple witnesses including former and current employees of the City of Redlands, employees of the Redlands Police Department, and staff at the Shelter, along with staff of other shelters in the Southern California area. The Grand Jury also questioned former RAS volunteers and many rescue group members. Some Redlands citizens were interviewed. The Jurors talked to interviewees about modern, humane and effective ways of managing animal shelters. The Grand Jury found many helpful viewpoints and ideas of how a modern shelter should be run.

The Grand Jury visited multiple shelters in the area for different perspectives on managing an effective and humane animal shelter. Best practices were researched for current ideas of modern sheltering of animals. Finally, the Grand Jury observed the City of Redlands Animal Shelter facility and reviewed the Redlands City website for more information.

DISCUSSION

Hayden's Act and Standards of Care

Hayden's Act (SB 1785) was enacted in 1998 to codify how shelter animals in California are treated, adopted out and returned to owners. It includes an explicit provision that shelters, including public shelters, are depositories of

living animals (Civil Code § 1815, 1816) responsible for treating those animals kindly (Civil Code § 1834). Hayden's Act also has a requirement that California Animal Shelters release animals to Internal Revenue Code § 501(c)(3) animal rescue and adoption groups that have requested an animal prior to his/her euthanasia. (Food and Agricultural Code § 31108, 31752, 31752.5, 31753, 31754). Hayden's Act requires that shelters use all reasonable means of checking for owner-identification (Penal Code § 597.1).

Modern Concepts of Standards of Care in Animal Shelters

The *Guidelines for Standards of Care in Animal Shelters (*Guidelines) are intended as a positive tool for shelters and communities to:

- review animal care
- identify areas that need improvement
- allocate resources and implement solutions so welfare is optimized, euthanasia is minimized, and suffering is prevented

The *Association of Shelter Veterinarians* (ASV) wrote the Guidelines. ASV is an international organization whose mission is to improve the health and well-being of animals in shelters. The Guidelines were written by experts from many countries to provide information that will help any animal welfare entity meet the physical, mental and behavioral needs of animals in their care. The Guidelines were developed to identify minimum standards of care, as well as best and unacceptable practices.

The Five Freedoms and Animal Welfare

The American Veterinarian Medical Association (AVMA) has brief guidelines called *AVMA Animal Welfare Principles* (The Principles) for companion animals including some recommendations for humane societies. This organization wrote its report as an American model for the treatment of animals, using the international Guidelines referenced above. The AVMA stated in The Principles that animals should be treated with respect and dignity throughout their lives. These welfare principles are known as *The Five*

Freedoms (originally written by the Farm Animals Welfare Council). These principles provide a model that is applicable across species and situations including animal shelters. The Five Freedoms are broadly accepted as guidelines for welfare of all animals in the United States. The Five Freedoms are as follows:

1. Freedom from hunger and thirst. Have ready access to fresh water and a diet to maintain full health and vigor.
2. Freedom from discomfort. Provide an appropriate environment including shelter and a comfortable resting area.
3. Freedom from pain, injury and disease. Provide prevention of disease, or rapid diagnosis and treatment.
4. Freedom to express normal behavior. Provide sufficient space, proper facilities and company of the animal's own kind.
5. Freedom from fear and distress. Ensure conditions and treatment which avoid mental suffering.

The Guidelines for Standards of Care in Animal Shelters has been written using the Five Freedoms for Animal Welfare as the basis for all sections in the document.

The 2022 San Bernardino Civil Grand Jury reviewed the Guidelines, the Five Freedoms, as well as California's Hayden's Act for this report. Standards of care referenced in the following discussion are based on the principles published in all three publications.

Under the Police Department

Historically, the Redlands Animal Shelter has been under the direction of the Redlands Police Department (RPD) which has reported to the Redlands City Council. Evidence established that under the RPD umbrella the Redlands Animal Shelter has been understaffed and that facilities had deteriorated. This is understandable in some ways, because the Police Department is charged with reducing crime, reinforcing the law in the City, serving the public and keeping everyone safe. Consequently, the needs of the Shelter had been ignored.

Before 1984, many animal shelters were considered more like a “pound” as depicted in old cartoons. Animals were caught and put in a jail-like setting. During the Redlands Police Department’s tenure, the Shelter was not fully staffed with people who were knowledgeable and highly trained in sheltering and managing shelter animals.

No Permanent Shelter Manager

For years, managing the shelter was rotated among different police officers in management. The Grand Jury was shocked to discover there has never been a permanent and full-time Shelter Manager. The Supervising Animal Control Officer (Supervising ACO) was also required to oversee ACOs (including sometimes going out on field calls), Kennel Attendants (KAs) and Customer Service Representatives (CSRs). The Supervising ACO was also in charge of managing medications, reaching out to rescue groups for help and planning community events.

A permanent, full-time Shelter Manager would be at the Shelter daily, making sure that all tasks are done, repairs are completed, and animals are properly cared for and comfortable. The duty of the Shelter Manager is to be educated and trained in all areas of animal care, shelter management and leadership.

The Grand Jury strongly recommends a full-time Shelter Manager be hired whose **ONLY** job is overseeing the Shelter operations. A permanent Shelter Manager could track expired medications, oversee cleaning of animal cages and educate himself/herself and the Shelter staff in current standards of care.

In more recently constructed shelters in the local area toured by the Grand Jury, animals are now being housed in comfortable, inside kennels and cages that are air conditioned. The pets are exercised and socialized daily, cleaned, fed and watered constantly. Long term stays are discouraged. Shelters are fully staffed, and the employees are trained in animal care. Management, employees, rescue groups, foster families, community animal

Volunteers were no longer welcome; the facility needed numerous repairs or possibly even a new building; there was little attempt to reunite lost animals with their owners. Adoptions were handled by appointment only during hours that many adults were working. The Redlands City budget sets aside money designated to the Shelter every year for salaries, operating expenses, and continuing education. However, there is little to no education for employees, no training manuals, no Policy and Procedures Manual and no incentives for employees to seek out training opportunities. Additionally, there is no preparation on how to work with other adults in creating and maintaining a work environment that is positive for the employees. The Shelter has no idea what the best practices for animal shelters are. If the City of Redlands was a family, and truly worked for the good of the animals, the Animal Shelter would not be forgotten.

BACKGROUND

After multiple complaints were received by the 2022 San Bernardino County Civil Grand Jury, the Grand Jury decided to investigate the operations of the Redlands Animal Shelter.

During a Grand Jury visit to the Shelter on July 1, 2022, the Grand Jury experienced the Shelter's still closed-to-the-public COVID-19 policy while other City offices were open. The Jurors also found that the Shelter building was old. The kennels were made of chain link, were outside, and had no shade. The cages in the cat room were small, overcrowded, and unclean. The Grand Jury discovered that the Redlands Animal Shelter was built in 1985, with three office renovations since then. The rest of the Shelter was in a sad and embarrassing state of disrepair.

For decades, the Redlands Animal Shelter had been under the direction of the Redlands Police Department. However, in July 2022, that was changed. It is now the Department of Facilities and Community Services (F&CS) of Redlands that oversees all Shelter operations.

As the investigation continued, evidence revealed that volunteers had always been welcomed at the Shelter, until recently. Even though the Shelter

was closed in March 2020, due to COVID-19, no volunteers were allowed into the facility even with protective equipment. At least one volunteer was escorted off the premises by the Redlands Police Department. Paid staff, needed to care for the animals, was at a bare minimum. Partnerships with local rescue groups and other shelters had ceased to exist. Even the number of families willing to foster animals had declined.

While people used to be able to walk into the Shelter and look for their lost pet, now they needed to make an appointment and have internet access to email a picture of their lost animal to the Shelter, or to even check for their lost pet online. The website used to provide information about Shelter animals is 24PetConnect.com. Evidence demonstrated that this website was complicated to use. It was very difficult to obtain information regarding the lost animal because the only easy search on the website was done by searching for the Animal Control number of the lost animal (which the pet owner would have no way of knowing). Beyond that, no one at the closed Shelter could assist them.

Instead of properly storing donated food so that it would not spoil or expire, the food sat uncovered in the hot summer sunshine, quickly spoiling, with the cardboard boxes fading in the 90+ degree heat. Thus, the donated food for the animals had to be thrown out. A less wasteful option would have been to offer it to either another shelter or a rescue. Knowledgeable staff, who among other things would have known where to store the food, were no longer employed by the Shelter, like the much-needed volunteers.



There were also concerns about where budgeted and donated monies were being spent. It was noted that donated money was not being spent on the Shelter or the animals.

The citizens of Redlands have donated thousands of dollars to the Shelter over the years. The Grand Jury was shocked to find out that not all that money has been used for the animals or the repair of the facility. Shelter staff, instead of the City Maintenance Department, had been tasked to make temporary repairs.

As of the Grand Jury's more recent visit on August 12, 2022, much had changed. Under the new management of the Shelter by F&CS, the City has put out a request on their job openings page for volunteers. They are also trying to hire Kennel Attendants (KAs) and Animal Control Officers (ACOs). There are new temporary front office personnel. The employees seem happy. The courtyard now has shade sails, and the dangerous, uneven asphalt has been replaced with new concrete. The temporary dog kennels are gone. The Grand Jury saw new cat cages, and a misting system for the dogs was working and was positioned so that it cooled the kennels. There is a new larger meet-and-greet area out front. Under the new department, adoption rates are rising again at the Redlands Animal Shelter. The Department of Facilities and Community Services is to be commended for these swift and positive changes.

Although these recent changes were necessary, these changes are not enough. And why did it take the City of Redlands so long for their animals to receive a better level of care?



Before



After

METHODOLOGY

The 2022 San Bernardino County Civil Grand Jury reviewed documents, receipts, contracts, budgetary records and forms regarding the City of Redlands Animal Shelter. The Grand Jury also read the Veterinary Standards report which is referred to as the *Guidelines for Standards of Care in Animal Shelters* (Guidelines).

The investigative research included reading the websites of many national animal groups including those of Best Friends Animal Society, the University of California at Davis, and Cal Animals.

The Grand Jury interviewed some complainants, multiple witnesses including former and current employees of the City of Redlands, employees of the Redlands Police Department, and staff at the Shelter, along with staff of other shelters in the Southern California area. The Grand Jury also questioned former RAS volunteers and many rescue group members. Some Redlands citizens were interviewed. The Jurors talked to interviewees about modern, humane and effective ways of managing animal shelters. The Grand Jury found many helpful viewpoints and ideas of how a modern shelter should be run.

The Grand Jury visited multiple shelters in the area for different perspectives on managing an effective and humane animal shelter. Best practices were researched for current ideas of modern sheltering of animals. Finally, the Grand Jury observed the City of Redlands Animal Shelter facility and reviewed the Redlands City website for more information.

DISCUSSION

Hayden's Act and Standards of Care

Hayden's Act (SB 1785) was enacted in 1998 to codify how shelter animals in California are treated, adopted out and returned to owners. It includes an explicit provision that shelters, including public shelters, are depositories of

living animals (Civil Code § 1815, 1816) responsible for treating those animals kindly (Civil Code § 1834). Hayden's Act also has a requirement that California Animal Shelters release animals to Internal Revenue Code § 501(c)(3) animal rescue and adoption groups that have requested an animal prior to his/her euthanasia. (Food and Agricultural Code § 31108, 31752, 31752.5, 31753, 31754). Hayden's Act requires that shelters use all reasonable means of checking for owner-identification (Penal Code § 597.1).

Modern Concepts of Standards of Care in Animal Shelters

The *Guidelines for Standards of Care in Animal Shelters (*Guidelines) are intended as a positive tool for shelters and communities to:

- review animal care
- identify areas that need improvement
- allocate resources and implement solutions so welfare is optimized, euthanasia is minimized, and suffering is prevented

The *Association of Shelter Veterinarians* (ASV) wrote the Guidelines. ASV is an international organization whose mission is to improve the health and well-being of animals in shelters. The Guidelines were written by experts from many countries to provide information that will help any animal welfare entity meet the physical, mental and behavioral needs of animals in their care. The Guidelines were developed to identify minimum standards of care, as well as best and unacceptable practices.

The Five Freedoms and Animal Welfare

The American Veterinarian Medical Association (AVMA) has brief guidelines called *AVMA Animal Welfare Principles* (The Principles) for companion animals including some recommendations for humane societies. This organization wrote its report as an American model for the treatment of animals, using the international Guidelines referenced above. The AVMA stated in The Principles that animals should be treated with respect and dignity throughout their lives. These welfare principles are known as *The Five*

Freedoms (originally written by the Farm Animals Welfare Council). These principles provide a model that is applicable across species and situations including animal shelters. The Five Freedoms are broadly accepted as guidelines for welfare of all animals in the United States. The Five Freedoms are as follows:

1. Freedom from hunger and thirst. Have ready access to fresh water and a diet to maintain full health and vigor.
2. Freedom from discomfort. Provide an appropriate environment including shelter and a comfortable resting area.
3. Freedom from pain, injury and disease. Provide prevention of disease, or rapid diagnosis and treatment.
4. Freedom to express normal behavior. Provide sufficient space, proper facilities and company of the animal's own kind.
5. Freedom from fear and distress. Ensure conditions and treatment which avoid mental suffering.

The Guidelines for Standards of Care in Animal Shelters has been written using the Five Freedoms for Animal Welfare as the basis for all sections in the document.

The 2022 San Bernardino Civil Grand Jury reviewed the Guidelines, the Five Freedoms, as well as California's Hayden's Act for this report. Standards of care referenced in the following discussion are based on the principles published in all three publications.

Under the Police Department

Historically, the Redlands Animal Shelter has been under the direction of the Redlands Police Department (RPD) which has reported to the Redlands City Council. Evidence established that under the RPD umbrella the Redlands Animal Shelter has been understaffed and that facilities had deteriorated. This is understandable in some ways, because the Police Department is charged with reducing crime, reinforcing the law in the City, serving the public and keeping everyone safe. Consequently, the needs of the Shelter had been ignored.

Before 1984, many animal shelters were considered more like a “pound” as depicted in old cartoons. Animals were caught and put in a jail-like setting. During the Redlands Police Department’s tenure, the Shelter was not fully staffed with people who were knowledgeable and highly trained in sheltering and managing shelter animals.

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The Grand Jury strongly recommends a full-time Shelter Manager be hired whose **ONLY** job is overseeing the Shelter operations. A permanent Shelter Manager could track expired medications, oversee cleaning of animal cages and educate himself/herself and the Shelter staff in current standards of care.

In more recently constructed shelters in the local area toured by the Grand Jury, animals are now being housed in comfortable, inside kennels and cages that are air conditioned. The pets are exercised and socialized daily, cleaned, fed and watered constantly. Long term stays are discouraged. Shelters are fully staffed, and the employees are trained in animal care. Management, employees, rescue groups, foster families, community animal

societies, non-profit groups, volunteers and the general public all work together to make sure the animal's stay is as comfortable and as short as possible. A permanent Shelter Manager, working full-time and not splitting the time with other responsibilities, would ensure all these actions occur. According to evidence reviewed during the investigation, this is the most important change needed immediately for the Redlands Animal Shelter.

Finally, as the Grand Jury discovered during its investigation, the Redlands Police Department had tried to operate the Redlands Animal Shelter as a for-profit business. An animal shelter is a community service designed to serve the public and the animals of the area. It must be run as such, and a permanent Shelter Manager must understand this. In other words, conducting a shelter like a business is incompatible with public service.

Facility Problems

Deterioration of the Facility of Redlands Animal Shelter

The Redlands Animal Shelter was built in the mid-eighties. Thirty-seven years later, the facility is in desperate need of renovations. Evidence revealed the only renovations done at the Shelter were to replace the front lobby floor (once) and renovate the Supervising ACO offices (twice!). The animals' quarters were not redone. The issues observed by the Grand Jury on its visit of 7.1.22 are as follows:

- Plugged drains
- Inoperable doors (guillotine-style) separating the two sides of the dog kennels
- A lack of shade for the dogs
- Hot outdoor kennels made of chain link
- Temperatures were above 94 degrees in the kennels in the late morning



- No air conditioning provided for the dogs when they are in the back half of their kennel
- Some of the misters for the dogs not working properly



- Some of the mister valves over the dog kennels were pointed away from the dog kennels and not providing cooling for the dogs
- The indoor cattery had small cat cages with multiple cats and kittens creating crowding



Before



After

- In the cattery, air conditioning did not work at least two times per week
- Cat feces observed in food, and cat food very close to cat litter



- Litter boxes not emptied

- Empty water and food bowls, some bowls dirty, and some bowls knocked over by dogs spreading the food over the kennel floor
- Dogs and cats ungroomed and some dirty and matted
- Dangerous opening in chain link dog kennel; potential injury to a dog



- Freezer for animal remains close enough to the front lobby for the odor to spread to the front office

Both dog and cat kennels need to be replaced. The cattery also needs to be replaced. The City of Redlands' multiple yearly budgets show goals for improvements to the Shelter and monies allocated for those improvements. Therefore, the City has recognized the problems with the Shelter. Evidence established to the contrary and the Grand Jury's observations of the Redlands Animal Shelter demonstrated that these improvements had not been completed prior to July 2022.

Finally in August 2022, some improvements were implemented at the Shelter, including the addition of shade sails, replacing asphalt with concrete, resetting misters and employing ServPro. Although there is still much to be accomplished, the Grand Jury recognizes and appreciates the work of the City of Redlands Facilities and Community Services Department for what they have done thus far.

However, there is still no air conditioning in the interior section of the dog kennels. This is Southern California where temperatures can reach well over 100 degrees. The interior section of the dog kennels does have a heater, which only works intermittently, for cold weather, according to multiple witnesses. Staff make necessary repairs to broken guillotine door ropes so the dogs can go from inside to outside without assistance. According to the Guidelines, inside/inside or inside/outside kennels are now the standard of care for sheltered animals. Redlands Animal Shelter is encouraged to build new facilities that conform to modern standards.

Recently, the Facilities and Community Services Department of Redlands finally contracted with ServPro to assist in cleaning kennels. This will continue, according to the management, until there are enough staff and volunteers to keep the Shelter clean. The Grand Jury notes, that as of August 12, 2022, there have been positive changes at the Redlands Animal Shelter.

Substandard Level of Care for the Animals

On more than one occasion, the evidence showed that dogs and cats who were confined without daily play, exercise or enrichment could be in various stages of distress. When dealing with the confinement or sheltering of animals for varying periods of time, the following concepts, paraphrased from the Guidelines, should be considered:

1. The concept of enrichment refers to a process for improving the environment and behavioral care of sheltered or confined animals to meet their emotional and psychological needs. This means to bring the cats and dogs out of their cages in order to interact with people and other animals. Enrichment reduces stress and will improve well-being by providing physical and mental stimulation. Shelters that have scheduled periods for enrichment are successful in helping to prevent the development of abnormal behavior in sheltered animals. Enrichment is as important as nutrition and veterinary care.

2. Even a short-term stay in a shelter can compromise the health of an animal by causing stress. When confined for days and weeks at a time, without being allowed out of their kennels to exercise, the animals can suffer from chronic anxiety, isolation, lack of mental stimulation and lack of physical exercise. Stress can lead to the development of abnormal behaviors. The behavior problems compromise the health and well-being of the animals and lessen the potential for adoption. Animals kept in shelter situations must be provided with exercise and enrichment daily to help reduce stress.

Lack of Documentation/Incomplete Identification

Animals housed at the Redlands Animal Shelter have no clear records on the outside of their cages to let the public know how long they have been housed at the Shelter. Some kennels/cages do not have any information posted about the animal. Information such as:

- Gender
- Breed (most of the dogs are a mixed breed)
- Age
- Date the animal entered the Shelter

It is unclear if the Chameleon Computer System used by the RAS has correct information on every animal in the Shelter, and how long each animal has been there. The Grand Jury requested “Outcome” (an indication of what happened to each animal) pages printed out from the computer system at the Shelter, but never received them. For example, during the Shelter visit of 8.12.22, one cat was not listed in the computer system used by Redlands Animal Shelter to track animals. The cat was deemed to be too old to be adopted and so had never been put into the system. The Grand Jury strongly recommends that every animal at the Shelter be entered into the system, and that every animal cage have information posted on the outside for the public to see.

Expired Medication

During the third visit to RAS the evidence showed there were several bottles of expired medications stored in the care room of the facility. The expiration dates of these medications ranged from three months out-of-date to three years out-of-date. Most of the medications were antibiotics. Also, several vials of prescription medication had expired. Expired medication can be hazardous to the health of the animals and should be disposed of properly.

Because of the potentially critical nature of this problem, the situation was brought to the attention of the head of F&CS via a letter from the Grand Jury. The Grand Jury is very pleased to note that within two weeks of receipt of the letter, the F&CS Department responded and assured the Grand Jury that the expired medications were removed from the facility. The F&CS Department is to be commended for their prompt response.

OFFICE OF THE GRAND JURY
COUNTY OF SAN BERNARDINO

Michael Dauber
Grand Jury Legal Advisor

Valerie Silvas
Grand Jury Coordinator

September 7, 2022

Chris Boatman, Yvette Garcia
City of Redlands - Administration
35 Cajon Street, Suite 222
Redlands, CA 92373

Re: Redlands Animal Shelter's expired medication

Dear Mr. Boatman - Assistant City Manager of the City of Redlands and
Ms. Garcia – Counsel for the City of Redlands

On Tuesday, August 23rd, the Grand Jury inspected the Redlands Animal Shelter, and it was discovered that several of its medications that were stored in the controlled drug cabinet had expired. Some of these drugs had an expiration date of over 3 years.

The Civil Grand Jury feels that this is an urgent matter and for the sake of the animal's health and safety these medications should not be used and replaced with up-to-date medications.

Sincerely,

Bruce McGuire
2022 Civil Grand Jury Foreperson

San Bernardino Justice Center • 247 West Third Street • San Bernardino, CA 92415
(909) 387-9120 • Fax (909) 387-9124

FACILITIES & COMMUNITY
SERVICES DEPARTMENT

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7655
cboatman@cityofredlands.org

CHRISTOPHER BOATMAN
Assistant City Manager

TABITHA KEVARI
Assistant Director

September 9, 2022

Office of the Grand Jury
County of San Bernardino

RE: Redlands Animal Shelter's expired medication

Dear Mr. McGuire

In response to your letter dated September 7th, the Animal Services Division at the City of Redlands has removed all expired medications from the facility and had it properly disposed of through our contracted veterinarian service provider

Sincerely,

Chris Boatman
Assistant City Manager
City of Redlands

No Volunteer Program

Redlands Animal Shelter has had positive support from community volunteers and other local rescue groups. Redlands' citizens have been very generous to the Shelter, both monetarily, and with donations of food, blankets, cat litter and volunteer hours.

The Shelter was closed to the public from March 2020 to July 2022. The reason for the closure initially was the Covid Pandemic, but as time went on, City leadership decided the Shelter must remain closed after other Redlands City offices had reopened.

As of August 12, 2022, the volunteer program was still not up and running at the Redlands Animal Shelter. Lack of volunteers has caused multiple problems at the RAS: animals are not socialized/exercised, and staff are not freed up to do their assigned daily tasks. Volunteers had been cleaning cages/kennels, checking food and water, washing bowls and doing laundry, freeing up the staff to complete their daily routines. Volunteers are an essential part of the Redlands Animal Shelter.

The Department of Facilities and Community Services is commended by the Grand Jury for the recent postings for volunteer positions at RAS. The community, the Shelter, and the animals deserve a robust volunteer program. But the GJ was flabbergasted to find out that the new department is looking at hiring only 10 volunteers, and no Shelter Volunteer Coordinator. What? The evidence revealed that approximately 24 people had applied for a volunteer position as of August. The F&CS Department is strongly encouraged to hire as many volunteers as possible, as well as a paid Volunteer Coordinator specific to the Shelter to organize and train the volunteers.

Staffing Problems

Staffing problems are not unique to the last four years at the RAS. Evidence revealed that keeping staffing at a level where the animals could be adequately cared for has been a problem at the Shelter during most of its history. A fully staffed Redlands Animal Shelter would include:

- Three full-time Kennel Assistants
- Three full-time Animal Control Officers
- Two full-time Customer Service Representatives
- One full-time Shelter Supervisor

Being fully staffed would also include as many volunteers as possible and a paid Volunteer Coordinator specific to the Shelter.

However, in the last few years, the RAS has had a low level of staffing. In 2018, the Shelter endured months when there was no ACO Supervisor at the Shelter. Management from the Police Department stepped in to fill the gap for almost a year. At that time, volunteers were used to clean, feed, water, exercise and socialize the animals and organize events, since the staff level was low.

During the closure, the Shelter was trying to operate with a skeleton crew and no volunteers, which meant the cleaning tasks at the RAS were difficult to complete daily. Two Kennel Assistants were laid off at the beginning of the Pandemic and a Customer Service Representative was exchanged for an Animal Control Officer. ACOs were told to take over the duties of the Kennel Assistants, who were laid off. The staff became too small to get everything done (especially without volunteers) and the Redlands Police Department did not fill the empty positions nor allow volunteers back.

Volunteers could have reentered the Shelter with masks and vaccine requirements and/or negative Covid test results in place. However, evidence showed the Shelter remained closed while other Redlands' offices reopened.

Training highly experienced individuals and then offering them competitive wages and continuing training opportunities will help solve the staffing problems of the Shelter in the years to come. The Facilities and Community Services Department is encouraged to keep the Shelter always fully staffed.

Lack of Training/Continuing Education

The GJ found there is no Shelter or job-specific training programs, such as animal handling, zoonotic diseases, etc., for the employees at the Redlands Animal Shelter. The RAS also has no training manual nor a Policy and Procedures Manual. There are no volunteer training handbooks, training manuals and/or guidelines. All of these are essential to proper and effective staff operations. See below an example of a volunteer training program from Best Friends, online:

Sample volunteer training taken from network.bestfriends.org:

Level 1:	Level 2:	Level 3:
Trained in cleaning and sanitation of all areas of the shelter: lobby, offices, outside, kennels, cattery, play/exercise area. Have a clear understanding of the animal shelter's mission and duties of all volunteer positions.	Level 1 training plus a script for talking to the public and answering questions with in-person visitors. Correctly answering telephones and taking messages. Washing and drying dishes, towels, bedding. Feeding and watering of all animals. Taking animals out from kennels and cattery to meet potential adopters at the shelter.	Levels 1 & 2 training plus training on hygiene for all the animals, paperwork for fostering animals and adoptions. Putting together meet-and-greet events with the shelter and potential adopters. Setting up and running fundraising events for the Shelter in public areas around the city.

Recommended 40-45 hours.	Recommended 40-45 hours.	Recommended 40-60 hours.

However, volunteers and Kennel Assistants at the Redlands Animal Shelter receive very little training. Many Animal Control Officers are not trained adequately. Their only training consists of two days to two months as a ride-along with another ACO out in the field. Most ACOs at the Redlands Shelter are not certified to perform euthanasia, even though euthanasia is a part of their job. There is no training at all for Customer Service Representatives. Initial and continuing education offered to all leadership and staff will help train employees in areas such as updated laws, leadership, infectious diseases, animal behavior, how to inspect animals upon intake, cleaning techniques, and working with the public. The Department of Facilities and Community Services is encouraged by the Grand Jury to thoroughly train all employees and managers.

Training for Sexual Harassment and Adverse Working Conditions

Redlands Animal Shelter staff and management need additional and more effective training in the area of adverse working conditions. The employees would benefit from learning how to recognize and report sexual harassment. The Human Resources Department currently handles sexual harassment training for the City of Redlands. Evidence showed the Shelter needs more specific training in this area. Site-specific role-play scenarios and extensive training of all employees at the RAS will help clarify this issue. Those in leadership positions and staff alike will learn in-depth the meaning of sexual harassment and adverse working conditions. The Grand Jury recommends any staff member reporting harassment and/or adverse working conditions to report anonymously (if desired) and directly to the City Attorney, the Director of the F&CS, and Human Resources. The City needs to implement and inform the RAS personnel how they may report.

Foster Care of Shelter Animals

Fostering shelter animals is a method for the Shelter to provide care in a home environment. Foster families take shelter animals into their homes. The Shelter had no standardized procedure for foster care of the pets as of 8.12.22. There is no Policies and Procedures Manual for the RAS. When one is written, it is essential that it includes a section on the procedures used upon intake of animals, and how to find fostering situations for the pets.

Well-run foster care programs can increase the capacity of the Shelter and their ability to intake more animals, as foster animals can reside in homes rather than in the Shelter. A shelter can be a very stressful place for pets, and that stress can weaken immune systems and increase vulnerability to illnesses. Providing a less stressful housing option can often speed recovery, minimize behavioral deterioration, and increase chances for adoption.

The Department of Facilities and Community Services is to be commended for reinstating the Foster Care program at the Redlands Animal Shelter as of September 2022, according to the City's website.

No Reaching out to, and Refusal of Help from, Rescue Groups

Evidence showed during the last four years few or no non-profit/rescue organizations have been contacted for help at the RAS. Even more concerning, when organizations like The Redlands Humane Society, REDfosa and other non-profit rescue groups asked to help animals at the Shelter, the answer was that the animals and staff were fine and didn't need help.

The Grand Jury found that in prior years the Shelter had worked with dozens of local rescues. But in the last four years, the Shelter was working with a limited number of rescues, even going so far as to refuse offers from local

rescues. The Redlands Animal Shelter, as of August 2022, has a list of seven rescue groups to contact. The evidence revealed that other shelters in the area keep a list of, and contact with, over 100 of these groups for help in placing the shelter animals.

Reestablishing ties with REDfosa, the Redlands Humane Society, and as many local rescue non-profit organizations as possible will help the animals receive the medical care and rehabilitation needed to be adoptable. The F&CS Department is encouraged to strengthen these relationships, keep lists of all rescue groups in the area, and reach out to them at least monthly beginning immediately.

Lack of Adoption/Meet-and-Greet Events

Because the volunteer program at the Redlands Shelter was abruptly halted in March 2020, and three experienced employees were furloughed, the Shelter lost most of its ability to do Adoption/Meet-and-Greet events in the City. The experienced furloughed staff and volunteers had conducted a majority of these events.

The volunteer program has recently been reinstated as of September 2022, per the City of Redlands website. Hopefully, the Facilities and Community Services Department will hire as many volunteers as possible and a Volunteer Coordinator to organize them. These volunteers, along with management and staff, could begin to reinstate Adoption/Meet-and-Greet events.

Meet-and-Greet and Adoption events benefit both the animals and the public who would like to adopt animals. The Grand Jury finds that having at least six of these events per year would help animals find forever homes.

Following the Money/Budget Concerns

Donations to the Shelter

One of the functions of the Chameleon Computer system serves is to allow the Shelter to handle cash donations made by visitors at the Shelter. The donation amount received is entered into the computer program and the program generates a receipt for the donor. Evidence shows that, while a receipt is supposed to be generated for each donation (and a copy given to the donor), this does not always happen.

The City Treasurer also has access to Chameleon and can verify that the Shelter turns in all donations received to the treasurer. This is done on a weekly basis. However, evidence has shown that individual donations are rarely entered into the City's books. Weekly donations are shown as a total amount of donations received from the Shelter and are entered as one entry into the City's accounting software. Rarely is there a donation with its intended purpose entered into the system, ensuring that the donation is used as requested by the donor.

Thus, the Grand Jury finds that there is an inability for the public to verify how donations to the Shelter are used, indicating that there is a lack of transparency and accountability for donation money spent.

The Shelter also receives non-cash donations. Not all the donations received are used by the Shelter. Multiple interviews established that the Shelter received non-cash donations for which they had no use. These items included blankets or animal toys. Rather than refuse the donation or offer it to another shelter or rescue, the Shelter simply threw the items away.

Additionally, according to various yearly budgets, the Shelter has received multiple large donations of pet food. A tour of the Shelter on 7.1.22 by the

Grand Jury found palettes of canned cat and dog food that had been sitting in the sun rather than in a protected location. At the subsequent visit on 8.12.22, the cans had been removed.

It Is unclear to City residents as to whether all monies and supplies donated to the Shelter are used for the intended purposes.

Volunteers Spending Their Own Money

Evidence has established that some volunteers used their own money to buy supplies that were needed by the Shelter as the supplies were not always available when the volunteers came to work. Some of the items they purchased included tarps for shade, bleach and other cleaning supplies. Supplies should have been ordered and available at the Shelter, or the Petty Cash fund should have been used for these purchases. It is offensive to the Grand Jury that, in addition to donating their time and talent to the Shelter, the volunteers also ended up purchasing supplies with their own hard-earned money when they were told that no Petty Cash was available.

Bids for Veterinary Services

The City has a long-term contract with a veterinarian that exceeds the predetermined standard term between the City and its vendors. The current contract between the City and a veterinary service was agreed to when the Shelter was part of the Police Department. The contract was for three years, with an effective date of July 2018 through June 2021. It provided for a yearly renewal option for the two subsequent years (July 2021 through June 2022 and July 2022 through June 2023). The contract was renewed for both years. This exceeds the length of time for which the City normally signs contracts. Evidence revealed that City contracts are normally yearly and the longest term that most departments enter into is a contract for three years. This is a concern for multiple reasons including potential higher prices because of

favoritism or lack of competitive bids. Yearly bids for this contract need to be made, as is the standard, for other City departments.

Fundraising Events

Fundraising events are used to raise money for a shelter. Parades, parties and 5-K walk/run events are a few examples. Evidence has shown there have been no fundraising events coordinated by the Redlands Animal Shelter since 2018. Volunteers had previously helped with offsite fundraising events. The volunteers who had helped plan, coordinate and hold community fundraising events were no longer there. The Department of Facilities and Community Services is strongly encouraged to begin holding fundraising events for the Shelter.

Lack of Grant Writing Success

The City has been unsuccessful in obtaining grants for the Redlands Animal Shelter from any governmental or private entity, or from nonprofit organizations. The Grand Jury recommends the permanent full-time Shelter Manager be trained in grant writing. This would give the RAS an opportunity to obtain more money for the Shelter. Other shelters in the area have been able to obtain grants for help with extra staff, medicinal care, educational opportunities and other purposes.

Lack of Oversight/Accountability of the Redlands Animal Shelter

The City of Redlands Animal Shelter has no independent Animal Commission overseeing the operations of the Shelter, unlike many other agencies in the City. The Redlands City Council has appointed multiple ad hoc committees to watchdog different agencies in Redlands. For example: the Street Tree Committee, the Citrus Preservation Commission and the Traffic and Parking Commission, just to name a few.

There is an urgent need for an independent group (no one employed by the City of Redlands) to oversee the operation of the Animal Shelter. An Animal Oversight Committee appointed by and reporting to the City Council and the people of Redlands will inform the City and the public about problems/improvements within the Shelter.

An independent Animal Commission will observe the operations at the Shelter, and then report its findings to the City Council every quarter. The commission will make suggestions to the City Council about improving the facility, the staff training and the care of the animals, along with budgetary ideas. This commission would consist of local citizens, local veterinarians, national and local animal experts, animal rescue group members, a Redlands Humane Society member and others interested in helping the animals.

This ad hoc committee will set up a formal written system for answering complaints/concerns from the public. The system would include a method of receiving complaints, copying them, logging them, and answering them. Then the Animal Commission will present these to the City Council quarterly. Citizens will have more transparency about concerns regarding the RAS and the solutions proposed to address them.

Budgetary and donation concerns will also be addressed by this committee. The City website will be updated to reflect the new formal and written complaint procedure and system, along with the resolutions. The website will also explain the system that records and uses the donations given to the Shelter. The citizens and government of Redlands will have more transparency.

In addition, according to the City of Redlands webpage, the treasurer has the responsibility to report monthly to the City Clerk all revenue received and

money spent. There was nothing reported about the Shelter by the City Clerk to the City Council, per the minutes of the June and July 2022 meetings. The City has multiple Commissions and Boards, some of which provide financial information during City Council meetings. If this information was provided at Council meetings or on the website monthly, it would help with accountability, openness and trust.

Reporting of Euthanasia

The Redlands Police Department reports to the City Council concerning euthanasia have been brief and misleading. Instead of reporting out the "Asilomar Live Release Rate" of animals when reporting euthanasia, RPD reported the numbers of animals euthanized each year. (The "Asilomar Live Release Rate" is the percentage of animals that leave a shelter alive).

The raw numbers of animals euthanized has been dropping but the City Council and the public do not see the true picture and have no transparent facts if the Asilomar Live Release Rate is not reported. This is because the live release rate reflects the percentage of animals that leave the shelter alive verses just reporting several animals that were euthanized. The Department of Facilities and Community Services is encouraged to use the Asilomar Live Release Rate when reporting euthanasia to the City Council. Euthanasia facts including the live release rate at the Redlands Animal Shelter will be posted online as well, so the community has a better understanding of the facts.

The Shelter was keeping animals for many months at a time. Therefore, reporting just the number of euthanasia did not provide an accurate picture of Shelter outcomes. Some pets at the Shelter have lived in their cages for several months. No animal should be kept in a shelter for months or years waiting for adoption or fostering, according to the Guidelines. More effort needs to be made to make sure the pets' stays in the Redlands Animal Shelter are short. The Grand Jury recommends that the Shelter keep and use extensive lists of foster families and rescue groups. These groups are to be contacted monthly to take animals who have been in the Redlands Animal Shelter. Digital and hard copy records of these contacts need to be kept and reported out.

Accountability

The new department in charge of the Shelter (F&CS) will help the oversight of the Redlands Animal Shelter in the future by:

- Updating the City of Redlands' website to include a dedicated Redlands Animal Shelter site with informational pages which include quarterly explanations about the City's budget for the Shelter as well as reports about quarterly revenue and expenditures for the Shelter.
- On this Shelter website, including a detailed quarterly account of RAS donations and where the donation monies were applied. These would be reported to the City Council quarterly as well.
- Requiring employees at the RAS to advise donors how to identify Shelter donations that are for a specific purpose when writing checks.
- Placing a formal complaint form on this RAS website will direct the public on how to lodge an official complaint. Include a Redlands Animal Shelter complaint form. (Complaints need to be kept in digital and hard copy which would be reported to the City Council quarterly).
- Keeping digital and hard copies of fostering and adoptee applications and reporting these to City Council quarterly.
- Keeping digital and hard copies of euthanasia records and Asilomar Live Release rate of the Shelter and reporting these to the City Council quarterly.
- Keeping digital and hard copies of the total months each animal has spent at the Redlands Animal Shelter, along with digital and hard copy written accounts of each animal being offered to non-profit groups, which would be reported out to the City and local newspaper(s) monthly.

The citizens of Redlands, who have donated tens of thousands of dollars and countless hours to the Shelter through the years, deserve no less. It is time to answer the community concerns in an open and transparent way. The Grand Jury is hopeful the F&CS Department and the Redlands City Council will do so.

COMMENDATIONS

The Grand Jury notes that the new department overseeing the Redlands Animal Shelter, Facilities and Community Services, has been eager to help the Grand Jury in its investigation. They are to be commended, as we are all interested in the health and well-being of animals.

Hope for the Future of the Redlands Animal Shelter

There is hope for the future of the animal shelter in Redlands and the pets who live there. The move from the Police Department to the Facilities and Community Services Department is a positive one. The Grand Jury has seen more improvements in the months of July and August 2022 than the Shelter has experienced the last four years.

Two new temporary front-desk workers and one new ACO have been hired. ServPro is on contract to clean and sanitize the kennels five days per week. There are plans to fix the drain in the feral cat area and expanding and adding new cages to the cattery, which will be larger and more modern. To make the Animal Control Officers and their vehicles look more friendly to the public, changes are being made. New uniforms are on order that consist of polo shirts and there will be new logos on the trucks. The building will get a new look to make it look less like “the pound” and more animal friendly. There are plans for an exercise area and new indoor kennels. The foster care program has also been restarted, per the City website. And, finally, the volunteer program is about to be up and running again since the city now has 20 plus applications for volunteer positions. All of this is good news for the animals.

The Grand Jury sincerely hopes these changes continue to come about, and that even more are on the way. This report contains multiple suggestions that will help the F&CS Department with some great new ideas for the budget and the Shelter. The citizens and animals of Redlands deserve it.

CONCLUSION

The Grand Jury came to several conclusions about the Redlands Animal Shelter. The Shelter has no full-time permanent Shelter Manager at the site daily. The facility needs to be replaced. The standard of care for the animals in Redlands Animal Shelter has been extremely low. Hard-working volunteers had kept the Shelter animals safe in the past by freeing up the employees to do their jobs. Stopping the volunteer program left the staff without enough hours to do their jobs, and the animals suffered.

The Shelter has also shown much organizational dysfunction through the years under the Redlands Police Department. However, the Grand Jury does see hope for the future. In the middle of the Grand Jury's investigation, the Shelter was moved to the Facilities and Community Services Department as of July of 2022. The Grand Jury has seen many improvements since this change. The Grand Jury hopes the Redlands Animal Shelter, the City Council and the Redlands citizens will go forward and work together for the animals.

FINDINGS

F 1: There have been no upgrades to the dog and cat cages at the Redlands Animal Shelter since 1985.

F 2: The kennels are outside and the guillotine doors (which let the dogs go into the shaded inner part of the kennel) are not working. Dog kennels do not have adequate drainage. The kennels are hosed down once per day, and the drains clog and feces cannot go down the drain as of 7.1.22.

F 3: The cats and kittens at the Redlands Animal Shelter are living in hot, crowded spaces and the food and water are placed next to the litter boxes.

F 4: On the visit of 8.12.22 evidence of controlled drugs being stored and locked up could not be located upon request.

F 5: There were expired medications at the Redlands Animal Shelter.

F 6: As of 7.1.22, the animals were lacking exercise, enrichment, and socialization with other animals and people. Also lacking at the Redlands Animal Shelter was shade for the animals. The animals were fed once a day and fresh water was not always available.

F 7: Redlands Animal Shelter is not using the Asilomar Live Release Rate to report to the City Council regarding euthanasia.

F 8: The Redlands Animal Shelter has not been reaching out to, and has been refusing offers of help from, local rescue groups such as REDfosa and the Redlands Humane Society.

F 9: As of August 2022, Redlands Animal Shelter had a list of seven rescue groups with which to work. Before 2018, the Redlands Animal Shelter had kept a list of forty-three rescue groups.

F 10: Redlands Animal Shelter has no permanent full-time Shelter Manager.

F 11: For months at a time, the Shelter had no on-site supervisor.

F 12: Staff level as of 8.12.22 was: two Kennel Assistants, two Animal Control Officers and two temporary Customer Service Representatives.

F 13: Redlands Animal Shelter had no volunteers as of 8.12.22.

F 14: There have been multiple reports of sexual harassment at the Redlands Animal Shelter. Lack of supervision and monitoring has provided an atmosphere where sexual harassment opportunities can occur.

F 15: Redlands Animal Shelter has had one Community Adoption and/or Meet-and-Greet event since 2018.

F 16: Redlands Animal Shelter does not have training manuals for volunteers and staff. The Shelter has no Policies and Procedures Manual.

F 17: The Redlands Animal Shelter currently has no training for staff nor Shelter Management in the basic operations of an animal shelter. For example, courses such as:

- leadership training
- record-keeping
- animal population management
- medical and behavioral health of animals
- euthanasia
- animal transport
- preventing infectious diseases
- zoonotic disease control
- sanitation practices
- animal behavior management
- identifying contagious diseases
- animal handling
- customer service techniques

F 18: As of 8.12.22, only one Animal Control Officer at Redlands Animal Shelter is certified by the State of California.

F 19: There is no tracking of specific individual donations that are made for a specific purpose.

F 20: The City of Redlands website does not inform the public if the money allocated for improvements at the Shelter is specifically spent on improvements for the Shelter.

F 21: Redlands Animal Shelter volunteers have spent their own money on shelter cleaning and other supplies.

F 22: Request for bids for veterinary services are not put out for competitive bids annually.

F 23: Redlands Animal Shelter has not been holding fundraising events for the Shelter to help fund medical care, adoption programs and improvements for the Shelter.

F 24: Redlands Animal Shelter has not successfully acquired grants and has no dedicated shelter grant writer and/or a Shelter Manager trained in writing grants.

F 25: There has not been an objective operational audit (evaluation) done by a qualified third party/agency regarding how to improve the operations at the Redlands Animal Shelter.

F 26: The Redlands City Council has no independent Animal Commission to oversee the Redlands Animal Shelter and report the Shelter's operations to the City Council.

F 27: The City of Redlands has not implemented a formal written complaint process for the public specific to the Animal Shelter.

RECOMMENDATIONS

R 1: The Grand Jury recommends that the City of Redlands plan a new building that will house the animals under their care. Dogs to be housed in double kennels in an indoor/outdoor or indoor/indoor configuration, with the indoor component being heated and air-conditioned. Cats and kittens to be housed in cages large enough to have fifteen-inch spaces between the litter boxes and the food and water; with an area in which to rest. Cats and kittens to be put in a large, continuously air-conditioned cattery room, feral room, and isolation room. Creation of a written action plan to be done by August 2023.

R 2: The Redlands Animal Shelter to keep a formal written and digital copy of all medications stored at the Shelter, and expired medications to be disposed of according to legal requirements. To be implemented by March 2023.

R 3: The Grand Jury recommends a checklist be attached to each animal's cage. Water and food bowls filled to be documented/recorded daily on the checklist. Exercise, enrichment activities, socialization with other animals and cage/kennel cleanings to be documented on the checklists. The checklists to be kept for three years. To be implemented by March 2023.

R 4: The Grand Jury recommends that cat litter boxes be cleaned at least three times per day. Dog kennels to be hosed down at least three times per day. Recorded by checklist on every animal's cage. Checklists to be kept three years. To implemented by March 2023.

R 5: Within 24 hours of intake, all animals to be bathed, groomed, and examined for issues such as external parasites, injuries, infection and zoonotic diseases. To be recorded on a digital and hard copy log. Designate an area within the Redlands Animal Shelter to bathe, groom and inspect animals. To be implemented by March 2023.

R 6: The Grand Jury recommends all euthanasia be reported as the Asilomar Live Release Rate to the City Council quarterly beginning March 2023.

R 7: Initiate/reestablish partnerships with all available rescue groups. Keep a current list of them in the Redlands Animal Shelter Chameleon computer system. RAS to call or email every month to let rescue groups know about newly available animals. Log these calls and e-mails and report them to Redlands City Council quarterly. To be implemented by March 2023.

R 8: The Grand Jury recommends that the Redlands Animal Shelter relinquishes an animal to a non-profit group for adoption if requested by that rescue group. To be implemented by March 2023.

R 9: Hire and train a qualified and permanent full-time Shelter Manager by August 2023, who is to make bi-monthly Shelter status reports concerning Shelter operations to the local newspaper(s), the City website and the Redlands City Council beginning August 2023.

R 10: The Grand Jury recommends that the Redlands Animal Shelter keep at least three full-time Animal Control Officers, three full-time Kennel Assistants, two permanent full-time front desk Customer Service Representatives, one Volunteer Coordinator and one full-time Shelter Manager continuously. To be implemented by August 2023.

R 11: Utilize twenty-five or more volunteers at the Redlands Animal Shelter. To be implemented by March 2023.

R 12: Redlands Animal Shelter to provide site-specific sexual harassment and adverse working conditions training using in-person role play scenarios to all staff at the Shelter on an annual basis. To be implemented by June 2023.

R 13: City of Redlands to set up anonymous (if desired) reporting of sexual harassment allegations at Redlands Animal Shelter. The report to go to the Director of Facilities and Community Services, the City Attorney and the Human Resources Department with a resolution required within two weeks. To be implemented by March 2023.

R 14: Cameras, with audio recordings, to be placed in all Animal Control Officers' City-owned trucks, operational and continuously activated. To be reviewed by Shelter Management weekly. To be implemented by August 2023.

R 15: Redlands Animal Shelter to conduct at least six community, Adoption and/or Meet-and-Greet events per year. Advertise and report these events to Redlands City Council and Redlands local newspaper(s) quarterly. To be implemented by March 2023.

R 16: City of Redlands, Facilities and Community Services Department, Shelter Manager, staff and volunteers to collaborate to develop formal, written and digital volunteer manuals, training manuals and policy and procedures manual for the Shelter. To be reviewed and updated annually. To be implemented by August 2023.

R 17: Every ACO to complete the Certified Animal Control Officer Program which includes 60 hours of training in Animal Care and State Laws. The program is administered by CalAnimals.org. State Certification to be completed within 90 days of hire date and paid for by the City of Redlands. To be implemented by March 2023.

R 18: Require all Shelter staff and Management to obtain continuing education through online sites such as CalAnimals.org. City of Redlands to pay for the training. Staff and Management required to complete at least four courses per year, as verified by certificates of completion given to Facilities and Community Services Department. To be implemented by March 2023.

R 19: The City Council and the Facilities and Community Services Department to post on the Redlands Animal Shelter website exactly what happens to donations and budget allocations and how the budget process works. To be implemented by March 2023.

R 20: Redlands Animal Shelter to make it mandatory for Shelter personnel to print out donation receipts, give a copy to the donor and keep the duplicate and provide it to the City Treasurer. A thank you form letter to be used when donation is above a predetermined dollar amount. A blank space to be left and used to explain donation usage (if usage was designated by the donor). Provide a copy of the letter to the City Treasurer to match with the donation receipt. To be implemented by March 2023.

R 21: Donation subaccounts to be set up for donations where the purpose is clearly designated. It is to be set apart in the yearly budget for the citizens' information and reported to the City Council and on the Redlands Animal Shelter website quarterly. To be implemented by July 2023.

R 22: The Shelter Manager to keep a written inventory of supplies and conduct a physical inventory of these items every month, informing the City when items need to be purchased. In cases of emergency the Shelter staff to use the Petty Cash fund. To be implemented by March 2023.

R 23: Request for quotes on veterinary service to be done, as part of the City's competitive bid process, annually for contracted veterinary service, with no automatic extensions included in the contract. To be implemented by June 2023 and/or end of current contract.

R 24: Use rescue groups and volunteers to help with fundraising activities (at least one every month). Ensure money is accounted for by Shelter staff and input into Chameleon. To be implemented by March 2023.

R 25: Permanent Shelter Manager to complete a grant writing class. Shelter Manager to apply for at least four grants per year and keep a documented account of those applications in digital and hard copy. Report applications for grants to the City Council quarterly. To be implemented by August 2023.

R 26: Redlands Animal Shelter to appoint an independent third party agency, such as Best Friends Animal Society, to conduct an operational audit of the Redlands Animal Shelter. Items evaluated by the third party will include such areas as management style; facilities; expired medications; records of drugs; improvements needed; adoptions and other outcomes, etc. The Shelter to report the results of the audit at the public portion of the City Council meeting. To be implemented by June 2023.

R 27: City of Redlands City Council to form an independent (not city employees) oversight group/commission/ ad hoc committee to oversee the Redlands Animal Shelter. This Animal Commission to include, but not be limited to, local citizens; members from local animal rescue organizations; veterinarians and animal shelter consultants/professionals. The group to meet a minimum of four times per year and report to the City Council quarterly. Committee to be formed by June 2023.

R 28: The Facilities and Community Services Department (F&CS) to create a process by which all complaints concerning the Redlands Animal Shelter are received, logged in, reviewed and answered in writing. The Grand Jury recommends creating a three-person panel (not City employees) to review and respond to all complaints within two weeks. Complaints and resolutions to be kept indefinitely by F&CS Department, and reported to the City Council, local newspapers and on the City website quarterly. The panel and process to be created by June 2023.

REQUIRED RESPONSES

Redlands City Council (All Findings and Recommendations)

Chris Boatman, Head of Facilities and Community Services Department (All Findings and Recommendations)

PERMITTED RESPONSES

Redlands Police Department

GLOSSARY

- **ACO: Animal Control Officer:** responsible for going out into the field, educating lost animals' owners etc.

- **Adoption event**: an event put on by a shelter or rescue group that encourages a high volume of pet adoptions. It involves a gathering of adoptable pets in one location.

- **Asilomar Live Release Rate**: this is a calculation. The calculation reveals the percentage of animals that leave the shelter alive. The calculation is arrived at by the following means: divide the number of animals that left the shelter alive by the total number of animals that entered the shelter, minus the owner requested euthanasia.

- **ASPCApro.org**: provides training, research, and resources to help animal welfare professionals.

- **Best Friends Animal Society:** largest animal sanctuary in the US. Its primary purpose is to advocate for the prevention of senseless killing of shelter animals. It has developed into a national network of like-minded partners with various educational components.

- **CA Civil Code § 1834.4a**: it is the policy of California that no adoptable animal should be euthanized if it can be adopted into a suitable home.

- **CAL Animals: California Animal Welfare Association**. this is the agency that administers the certification of Animal Control Officers in California.

- **Cattery**: a building that contains numerous cages/kennels to house cats in a climate controlled, sanitary, private and secure manner.

- **Chameleon Computer System**: Provides Technology solutions for Animal Control, Humane Societies, SPCA's and other animal rescue organizations. Helps with activities such as: licensing, shelter management, field ops, inventory, donations and veterinary record keeping.

- **Community Outreach event**: refers to efforts that connect an organization's ideas or practices to the public. It helps the organization connect with the local community.

- **The Crystal Project**: this rescue adopts "unadoptable" animals from shelters, rehabilitates them, or pays for their medical conditions, readies them for adoption, and then adopts them out to forever homes.

- **Financial audit**: an examination and inspection of an entity's financial statements for verification purposes.

- **Fostering**: shelter animals are given the opportunity to temporarily spend time in a safe and loving home environment while they wait for adoption.

- **Fundraising**: a process of collecting money as donations, for a cause, from individuals and businesses.

- **F&CS**: Department of Facilities and Community Services.

- **GJ**: 2022 San Bernardino County Civil Grand Jury.

- **Guillotine Door**: a barrier that keeps a pet from entering or exiting through a dog kennel door opening. It slides up and down, to open and close the opening, with the help of a cable system.

- **Highland Village Pet Hospital:** veterinarian who has a current contract to provide services to the Redlands Animal Shelter.

- **Kennel Attendant: KA** responsible for cleaning kennels and cages and keeping water and food supplied at an Animal Shelter, etc.

- **Infectious diseases:** diseases that is caused by an organism such as a bacteria, virus, fungi, or parasite.

- **Inside/inside:** the configuration of a kennel whereby both sections of an individual kennel are located in an air conditioned and climate-controlled building.

- **Inside/outside**: the configuration of a kennel whereby only the inside portion of the kennel is located in an air conditioned and climate-controlled building. The outside portion of the kennel allows the dog to be outside.

- **Maddie's Fund:** (Maddie's University) Champions for Animal Welfare (www.maddiesfund.org) This fund offers the pet/animal industry a national voice. If also provides important funding opportunities, learning resources and access to other networks to share ideas.

- **Meet-and-Greet:** a process of introducing an adoptable animal to your family and/or current pets.

- **Operational audit**: a review of an entity's operations including policies, procedures, etc. to identify areas of weakness and to make recommendations to improve upon these weaknesses.

- **Outcome:** How an animal that enters the shelter, finally leaves the shelter. For example: return to owner, adopted by private party, adopted by rescue, euthanasia.

- **RAS:** Redlands City Animal Shelter

- **RCC:** Redlands City Council

- **REDfosa**: Redlands Friends of Shelter Animals Rescue Group

- **RHS**: Redlands Humane Society

- **RPD**: Redlands Police Department

- **San Diego Humane Society:** (Humane Law Academy) www.sdhumane.org Humane Law Enforcement Training Academy (San Diego Humane Society)

- **SB 1785**: Hayden's Act. This California law provides the guidelines for animal shelters' treatment of animals in California.

- **VSBP Document:** Veterinarian Standards and Best Practice Document. A report by the Association of Shelter Veterinarians that outlines best practices for animal shelters in the United States.

- **Zoonotic**: a disease that passes from an animal or insect to human.

BIBLIOGRAPHY

ASPCA: American Society for the Prevention of Cruelty to Animals

www.ASPCApro.org/training/grants/research

CAL FOR ALL ANIMALS

Animal Shelter Assistance Act

https://leginfo.legislature.ca.gov/faces/codesdisplayText.xhtml?

The initiative is administered by the Koret Shelter Medicine Program at the UC Davis Center for Companion Animal Health. This state funded initiative funds $50 million in grant money to shelters.

For more information about grants: grants@californiaforallanimals.com

California Animal Welfare Association (CalAnimals)

http://www.calanimals.org

Certified Animal Control Officer Program

Animal Care Conferences

Online education

Education and Training Resources

Guidelines for Standards of Care in Animal Shelters

The Association of Shelter Veterinarians: 2010

Newbury, Blinn, Bushby et al

Keeping Controlled Drugs Under Control

Atlantic Coast Veterinary Conference 2001

Philip J. Seiber, Jt. CVT

Veterinary Practice Consultants

Maddie's Institute, 223 Santa Clara Ave, Suite B, Alameda, CA 94501

http://www.university.maddiesfund.org

Staff and Volunteer Training and Development Study

Caring for Animals, Caring for People

Summary Report

May 2013

UC Davis Koret Shelter Medicine Program

Facility design, Shelter Animal Housing and Shelter Population Management

Last updated: 2019-03-07

Information sheet

Species: Canine, Feline

University of Florida, College of Veterinary Medicine

Maddie's Shelter Medicine Program

Design of Animal Housing

Information Sheet

Heather E. Lewis, AIA, NCARB

Http://www.sheltermedicine.vetmed.ufl.edu

University of Wisconsin-Madison, School of Veterinary Medicine

Facility Design, Shelter Animal Housing and Shelter

Population Management

Date: March 2019

Information sheet

Species: Canine, Feline

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March 7, 2023

VIA U.S. MAIL
Presiding Judge/Clerk of the San Bernardino Superior Court, State of California
c/o Grand Jury Coordinator, Valerie Silvas
172 West Third Street, 2nd Floor
San Bernadino, CA 92415-0243

RE: Response to 2022 San Bernardino County Civil Grand Jury Report

Dear Presiding Judge/Clerk:

This letter is being submitted to you in compliance with California Penal Code Sections 933 and 933.05. The City of Redlands appreciates the interest of the Civil Grand Jury with regards to the Redlands Animal Shelter, now known as "Redlands Animal Services," and referred to herein as the "Shelter". This letter will serve as the formal response from the Redlands City Council and the Redlands Facilities and Community Services Department ("FC&S"). The responses provided correspond to the respective item numbers in the report from the Civil Grand Jury.

I. RESPONSES TO FINDINGS:

F.1. There have been no upgrades to the dog and cat cages at the Redlands Animal Shelter since 1985.

- The City agrees with the Finding.
  - Renovations are in progress to improve the cattery which will include new cages.
  - An operational and facility audit of the Shelter is underway with Best Friends Animal Society as a first step to determining the kennel needs in the dog area and begin developing a plan for renovations and improvements.

F.2. The kennels are outside and the guillotine doors (which let the dogs go into the shaded inner part of the kennel) are not working. Dog kennels do not have adequate drainage. The kennels are hosed down once per day, and the drains clog and feces cannot go down the drain as of 7.1.22.

- The City agrees with the Finding.
  - Corrections have been made, including repairs to kennels, and guillotines are all functioning and opened daily. Drain system has been serviced by plumber and is monitored daily and addressed immediately if not in proper working order.

F.3. The cats and kittens at the Redlands Animal Shelter are living in hot, crowded spaces and the food and water are placed next to the litter boxes.

- The City agrees with the Finding.

- Corrections have been made, including discontinued use of small cages, repair to the air conditioning (AC)system, and daily monitoring of systems to ensure proper function. Additionally, renovations of the cattery rooms are underway which will include all new heating, ventilation and air conditioning (HVAC) system, new larger multi-compartment cages, and upgraded drainage.

F.4. On the visit of 8.12.22 evidence of controlled drugs being stored and locked up could not be located upon request.

- The City disagrees with the Finding.
  - Controlled drugs were secured in accordance with state law. Shelter staff was unavailable on the day of the visit 8.12.22 and attending staff was unaware of the storage location.

F.5. There were expired medications at the Redlands Animal Shelter.

- The City agrees with the Finding.
  - Corrections have been made and all expired medications were disposed of properly.

F.6. As of 7.1.22, the animals were lacking exercise, enrichment, and socialization with other animals and people. Also lacking at the Redlands Animal Shelter was shade for the animals. The animals were fed once a day and fresh water was not always available.

- The City agrees with the Finding.
  - Corrections have been made including:
    - Volunteers are active at the Shelter to provide walks and exercise.
    - Shade sails have been installed to provide additional shade in kennel areas.
    - Enrichment is provided daily in the form of interactive treats/toys, group play sessions.
    - Animals are fed once daily, but fresh water is monitored throughout the day by Shelter staff and volunteers.

F.7. Redlands Animal Shelter is not using the Asilomar Live Release Rate to report to the City Council regarding euthanasia.

- The City agrees with the Finding.
  - Staff is working with the Shelter software provider to make this data available and Shelter staff will provide updates to the City Council regularly.

F.8. The Redlands Animal Shelter has not been reaching out to, and has been refusing offers of help from, local rescue groups such as REDfosa and the Redlands Humane Society.

- The City agrees with the Finding.

- Shelter staff has re-established relationships with REDfosa and several other local rescue/support groups and are continually working with them.

F.9. As of August 2022, Redlands Animal Shelter had a list of seven rescue groups with which to work. Before 2018, the Redlands Animal Shelter had kept a list of forty-three rescue groups.

- The City disagrees partially with the Finding.
  - The current Shelter staff has been unable to verify the numbers of rescue groups cited in this finding, but does concur that the interaction with rescue groups had been limited.
  - Currently, the Shelter staff is coordinating regularly with more than 15 rescue groups and working to establish ongoing support and relationships with many more.

F.10. Redlands Animal Shelter has no permanent full-time Shelter Manager.

- The City disagrees wholly with the Finding.
  - The Shelter has always maintained a full-time Animal Control Supervisor that manages and oversees all aspects of animal care and Shelter operations. This position was only vacant from August 30, 2022 through November 1, 2022 during recruitment after the former staff member resigned. During this time, operations were managed by the Senior Manager for FC&S.

F.11. For months at a time, the Shelter had no on-site supervisor.

- The City disagrees with the Finding.
  - The Animal Control Supervisor has always maintained an office at the Shelter and works at that Shelter location daily. When there was a recruitment to fill the Animal Control Supervisor position as described in F.10 above, the Shelter was manager and supervised by a Senior Manager for FC&S.

F.12. Staff level as of 8.12.22 was: two Kennel Assistants, two Animal Control Officers and two temporary Customer Service Representatives.

- The City disagrees with the Finding.
  - As of 8.12.22, staffing included:
    - 1 Animal Control Supervisor
    - 2 Animal Control Officers
    - 2 Kennel attendants
    - 2 temp customer service representatives
    - 2 contracted employees that support kennel cleaning

F.13. Redlands Animal Shelter had no volunteers as of 8.12.22.

- The City agrees with the Finding.
    - The Shelter volunteer program was re-instituted and volunteers began volunteering at the shelter again in October 2022.

F.14. There have been multiple reports of sexual harassment at the Redlands Animal Shelter. Lack of supervision and monitoring has provided an atmosphere where sexual harassment opportunities can occur.

- The City disagrees with the Finding.
    - The City of Redlands Human Resources Department has record of only one (1) single complaint involving the Shelter, which was investigated pursuant to the City's Anti-Harassment policy. No violation of the personnel rules and regulations was found.

F.15. Redlands Animal Shelter has had one Community Adoption and/or Meet-and-Greet event since 2018.

- The City disagrees with the Finding.
    - Based on information provided by Shelter staff and volunteers, prior to March 2020, the Shelter participated regularly in Community Adoption and Meet-and-Greet events including Market Night on Thursdays in Downtown Redlands, events at local pet supply businesses, events at local car dealers, and coordinated events with the Redlands Humane Society and REDFosa. a
    - Since August 2022, the Shelter has participated in no less than 4 community events and continues to work with local organizations and events to expand the Shelter's reach and involvement.

F.16. Redlands Animal Shelter does not have training manuals for volunteers and staff. The Shelter has no Policies and Procedures Manual.

- The City agrees with the Finding.
    - Staff is working with Best Friends Animal Society and other local animal service agencies to help develop and establish Shelter policies, procedures, and manuals specific to animal care and control in Redlands.

F.17. The Redlands Animal Shelter currently has no training for staff nor Shelter Management in the basic operations of an animal shelter. For example, courses such as:

> Leadership training, record-keeping, animal population management, medical and behavioral health of animals, euthanasia, animal transport, preventing infectious diseases, zoonotic disease control, sanitation practices, animal behavior management, identifying contagious diseases, animal handling, and customer service techniques.

- The City agrees with the Finding.

- Staff have established relationship with Best Friends Animal Society and they have been contracted to provide virtual and onsite trainings for Shelter staff.
- Additional resources and trainings are being scheduled with Cal Animals, Fear Free, and Maddie's Fund to provide the necessary education to Shelter staff.
- Since August 2022, 4 staff members have completed euthanasia training.

F.18. As of 8.12.22, only one Animal Control Officer at Redlands Animal Shelter is certified by the State of California.

- The City agrees with the Finding.
  - Best Friends Animal Society has committed to providing the Cal Animals membership for 2023, and sending the Shelter's three current Animal Control Officers ("ACOs") to training to receive their certification.

F.19. There is no tracking of specific individual donations that are made for a specific purpose.

- The City disagrees with the Finding.
  - City has a written donation policy approved by the City Council. All animal services donations are tracked and reserved for use by the Shelter.

F.20. The City of Redlands website does not inform the public if the money allocated for improvements at the Shelter is specifically spent on improvements for the Shelter.

- The City disagrees with the Finding.
  - The City's Annual budgets are provided on the City's website and includes specific information regarding expenditures at the Shelter for each fiscal year.

F.21. Redlands Animal Shelter volunteers have spent their own money on shelter cleaning and other supplies.

- The City agrees with the Finding.
  - Shelter staff is aware of volunteers contributing cleaning supplies to the shelter. However, this was not necessary as the approved Shelter budget includes a budget for supplies which could have been used for the purchase of cleaning products.

F.22. Request for bids for veterinary services are not put out for competitive bids annually.

- The City agrees with the Finding.
  - Pursuant to the City's purchasing ordinance adopted by the City Council, multi-year agreements are allowed and request for bids are advertised every several years.

F.23. Redlands Animal Shelter has not been holding fundraising events for the Shelter to help fund medical care, adoption programs and improvements for the Shelter.

- The City agrees with the Finding.
    - The Shelter is working to collaborate with partner agencies and local businesses to participate in fundraising events that support the shelter operations.

F.24. Redlands Animal Shelter has not successfully acquired grants and has no dedicated shelter grant writer and/or a Shelter Manager trained in writing grants.

- The City disagrees partially with the Finding.
    - City employs a dedicated grants coordinator that assists the Animal Control Supervisor in monitoring for grant opportunities, writing grant proposals, and tracking grants that are awarded.

F.25. There has not been an objective operational audit (evaluation) done by a qualified third party/agency regarding how to improve the operations at the Redlands Animal Shelter.

- The City agrees with the Finding.
    - Shelter staff is currently coordinating with Best Friends Animal Society to conduct an audit and provide recommendations for operations and facility improvements.

F.26. The Redlands City Council has no independent Animal Commission to oversee the Redlands Animal Shelter and report the Shelter's operations to the City Council.

- The City agrees with the Finding.

F.27. The City of Redlands has not implemented a formal written complaint process for the public specific to the Animal Shelter.

- The City disagrees wholly with the Finding.
    - The Shelter has policies in place to receive, investigate and address complaints made by the public and allows for anonymous reporting as well.

II. <u>RESPONSES TO RECOMMENDATIONS</u>:

R.1. The Grand Jury recommends that the City of Redlands plan a new building that will house the animals under their care. Dogs to be housed in double kennels in an indoor/outdoor or indoor/indoor configuration, with the indoor component being heated and air-conditioned. Cats and kittens to be housed in cages large enough to have fifteen-inch spaces between the litter boxes and the food and water; with an area in which to rest. Cats and kittens to be put in a large, continuously air-conditioned cattery room, feral room, and isolation room. Creation of a written action plan to be done by August 2023.

- This recommendation requires further analysis.

- City is evaluating this recommendation and will utilize the assessment from Best Friends Animal Society and other industry resources to determine whether this recommendation is warranted or feasible.
- Cattery improvements are underway and will be complete by June 2023 and will include improvements to size of cages, food, water and litter box placement, cattery rooms.

R.2. The Redlands Animal Shelter to keep a formal written and digital copy of all medications stored at the Shelter, and expired medications to be disposed of according to legal requirements. To be implemented by March 2023.

- The recommendation has been implemented by the City.
  - As of November 15, 2022, Shelter staff is utilizing the Chameleon Shelter Software to track all medications stored and administered at the Shelter. All expired and unused medications are returned to the city-contracted veterinarian for appropriate disposal.

R.3. The Grand Jury recommends a checklist be attached to each animal's cage. Water and food bowls filled to be documented/recorded daily on the checklist. Exercise, enrichment activities, socialization with other animals and cage/kennel cleanings to be documented on the checklists. The checklists to be kept for three years. To be implemented by March 2023.

- The recommendation will not be implemented because it is not warranted or reasonable.
  - Excessive Shelter staff time would be required for this level of documentation, which is not an industry standard. Daily supervision of staff and spot checks of work completed by staff are sufficient safeguards to ensure proper animal care.

R.4. The Grand Jury recommends that cat litter boxes be cleaned at least three times per day. Dog kennels to be hosed down at least three times per day. Recorded by checklist on every animal's cage. Checklists to be kept three years. To implemented by March 2023.

- The recommendation will not be implemented because it is not warranted or reasonable.
  - Cleaning of kennels and litter boxes is performed by Shelter staff once daily with additional spot checks by staff several more times daily. This is in line with industry standards for animal care and boarding. Excessive use of water and hosing kennels does not allow time for space to dry and would negatively impact animals in the Shelter.

R.5. Within 24 hours of intake, all animals to be bathed, groomed, and examined for issues such as external parasites, injuries, infection and zoonotic diseases. To be recorded on a digital and hard copy log. Designate an area within the Redlands Animal Shelter to bathe, groom and inspect animals. To be implemented by March 2023.

- A portion of this recommendation has been implemented by the City.

    - Upon intake, all animals are examined in a care room for injuries, parasites, infection, and zoonotic diseases. Additionally, all animals are provided vaccinations, scanned for microchip, and inputted to Chameleon software.
- A portion of this recommendation will not be implemented because it is not warranted or reasonable.
    - The bathing and grooming of animals upon intake is not the industry standard and not permitted during "stray holds" as animals are not the property of the Shelter.

R.6. The Grand Jury recommends all euthanasia be reported as the Asilomar Live Release Rate to the City Council quarterly beginning March 2023.

- The recommendation has been implemented by the City.
    - Tracking of all euthanasia has always been maintained through the Chameleon Shelter software. As of January 1, 2023, Asilomar Live Release Rate is being calculated and presented to the City Council regularly.

R.7. Initiate/reestablish partnerships with all available rescue groups. Keep a current list of them in the Redlands Animal Shelter Chameleon computer system. RAS to call or email every month to let rescue groups know about newly available animals. Log these calls and e-mails and report them to Redlands City Council quarterly. To be implemented by March 2023.

- A portion of this recommendation has been implemented by the City.
    - The Shelter has reestablished and continues to build partnerships with rescue organizations. Records and contact information are kept in Chameleon. All available animals are listed in 24PetConnect.com for review by rescue groups. Volunteers are being utilized to reach out to these groups regarding specific cases and needs.
- A portion of this recommendation will not be implemented because it is not warranted or reasonable.
    - Resources required track and log all correspondence with rescue groups would put undue burden on staff time.

R.8. The Grand Jury recommends that the Redlands Animal Shelter relinquishes an animal to a non-profit group for adoption if requested by that rescue group. To be implemented by March 2023.

- The recommendation has been implemented by the City.
    - Animals are available to be pulled by any Shelter-approved rescue organization.

R.9. Hire and train a qualified and permanent full-time Shelter Manager by August 2023, who is to make bi-monthly Shelter status reports concerning Shelter operations to the local newspaper(s), the City website and the Redlands City Council beginning August 2023.

- The recommendation has been implemented by the City.

- The Animal Control Supervisor provides updates to City Council at each bi-monthly meeting. Updates are also provided to the public via social media. Staff does coordinate with local paper to promote adoptable animals.

R.10. The Grand Jury recommends that the Redlands Animal Shelter keep at least three full-time Animal Control Officers, three full-time Kennel Assistants, two permanent full-time front desk Customer Service Representatives, one Volunteer Coordinator and one full-time Shelter Manager continuously. To be implemented by August 2023.

- This recommendation requires further analysis.
  - Further analysis is underway which will include an operational audit by Best Friends Animal Society to determine the appropriate staffing levels and an analysis of the Shelter's budgets and available resources to determine if this recommendation is warranted and reasonable.

R.11. Utilize twenty-five or more volunteers at the Redlands Animal Shelter. To be implemented by March 2023.

- The recommendation has been implemented by the City.
  - Volunteers are currently supporting the Redlands Animal Shelter and additional volunteers will be onboarded to meet the goal of 25 by March 2023.

R.12. Redlands Animal Shelter to provide site-specific sexual harassment and adverse working conditions training using in-person role play scenarios to all staff at the Shelter on an annual basis. To be implemented by June 2023.

- A portion of this recommendation has been implemented by the City.
  - The City of Redlands meets the requirements of Senate Bill No. 1343 for sexual harassment training in California.
- A portion of this recommendation will not be implemented because it is not warranted or reasonable.
  - Site specific training is not warranted based on one (1) documented incident.

R.13. City of Redlands to set up anonymous (if desired) reporting of sexual harassment allegations at Redlands Animal Shelter. The report to go to the Director of Facilities and Community Services, the City Attorney and the Human Resources Department with a resolution required within two weeks. To be implemented by March 2023.

- This recommendation will not be implemented because it is not warranted or reasonable.
  - Current city policies and procedures allow for and accept anonymity in reporting and are investigated through a standard procedure by the City's Human Resources Department.

R.14. Cameras, with audio recordings, to be placed in all Animal Control Officers' City-owned trucks, operational and continuously activated. To be reviewed by Shelter Management weekly. To be implemented by August 2023.

- This recommendation will not be implemented because it is not warranted or reasonable.
    - Implementation would require a meet and confer with collective bargaining units which represent Shelter staff and would require mutual agreement prior to implementation.
    - No evidence or incidents with Shelter staff that would warrant such a system.
    - The staff time required to review and monitor such a system would place an undue burden on Shelter resources.

R.15. Redlands Animal Shelter to conduct at least six community, Adoption and/or Meet-and-Greet events per year. Advertise and report these events to Redlands City Council and Redlands local newspaper(s) quarterly. To be implemented by March 2023.

- A portion of this recommendation has been implemented by the City.
    - Shelter staff is working with organizations, other city divisions, and businesses in the Redlands community to participate in events that will support the Shelter.
- A portion of this recommendation will not be implemented because it is not warranted or reasonable.
    - There is not a need to have Shelter staff conduct/host/organize these types of events when many other resources and opportunities are available to the Shelter.

R.16. City of Redlands, Facilities and Community Services Department, Shelter Manager, staff and volunteers to collaborate to develop formal, written and digital volunteer manuals, training manuals and policy and procedures manual for the Shelter. To be reviewed and updated annually. To be implemented by August 2023.

- This recommendation has not yet been implemented, but will be implemented in the future.
    - Anticipate implementation of this recommendation by August 2023.

R.17. Every ACO to complete the Certified Animal Control Officer Program which includes 60 hours of training in Animal Care and State Laws. The program is administered by CalAnimals.org. State Certification to be completed within 90 days of hire date and paid for by the City of Redlands. To be implemented by March 2023.

- A portion of this recommendation has not yet been implemented, but will be implemented in the future.
    - Current Shelter staff will complete training by August 2023.
- A portion of this recommendation will not be implemented because it is not warranted or reasonable.

- Pursuant to existing City policy, ACOs will be required to complete training during their 12-month probationary period. 90 days from hire is not reasonable amount of time based on class availability and on-the-job training.

R.18. Require all Shelter staff and Management to obtain continuing education through online sites such as CalAnimals.org. City of Redlands to pay for the training. Staff and Management required to complete at least four courses per year, as verified by certificates of completion given to Facilities and Community Services Department. To be implemented by March 2023.

- A portion of this recommendation requires further analysis.
  - Further analysis is required to determine the appropriate amount of continued education needed to meet industry standards, Shelter goals, and proper care and handling of animals in the Redlands system.
- A portion of this recommendation has been implemented by the City.
  - A number of trainings have already been scheduled in 2023 for Shelter staff and we will continue to look for opportunities for Shelter staff to enhance their knowledge and service.

R.19. The City Council and the Facilities and Community Services Department to post on the Redlands Animal Shelter website exactly what happens to donations and budget allocations and how the budget process works. To be implemented by March 2023.

- This recommendation will not be implemented because it is not warranted or reasonable.
  - The City's budget is reviewed and adopted through City Council action at public meetings and would be unreasonable to require additional information for a single division that is not part of the accepted city-wide budget, procurement, and reporting procedures.

R.20. Redlands Animal Shelter to make it mandatory for Shelter personnel to print out donation receipts, give a copy to the donor and keep the duplicate and provide it to the City Treasurer. A thank you form letter to be used when donation is above a predetermined dollar amount. A blank space to be left and used to explain donation usage (if usage was designated by the donor). Provide a copy of the letter to the City Treasurer to match with the donation receipt. To be implemented by March 2023.

- The recommendation has been implemented by the City.
  - The Shelter follows the City Council-adopted city donation acceptance policy which encompasses the recommendations above.
    - Except, the policy does not require the City Treasurer to receive a copy of the Thank You letter, as the Management Services / Finance Department receives this information pursuant to the policy.

R.21. Donation subaccounts to be set up for donations where the purpose is clearly designated. It is to be set apart in the yearly budget for the citizens' information and reported to the City Council and on the Redlands Animal Shelter website quarterly. To be implemented by July 2023.

- This recommendation will not be implemented because it is not warranted or reasonable.
    - Donations to the Shelter are accepted and utilized pursuant to the City Council-adopted city donation acceptance policy.

R.22. The Shelter Manager to keep a written inventory of supplies and conduct a physical inventory of these items every month, informing the City when items need to be purchased. In cases of emergency the Shelter staff to use the Petty Cash fund. To be implemented by March 2023.

- The recommendation has been implemented by the City.
    - Animal Control Supervisor conducts regular inventory checks and works with appropriate city staff to procure the necessary supplies and equipment.

R.23. Request for quotes on veterinary service to be done, as part of the City's competitive bid process, annually for contracted veterinary service, with no automatic extensions included in the contract. To be implemented by June 2023 and/or end of current contract.

- This recommendation will not be implemented because it is not warranted or reasonable.
    - Veterinary services are procured based on current City Council-adopted purchasing ordinance, which allows for multi-year contracts. The staff resources required to perform this task annually exceed any cost savings that may be realized.

R.24. Use rescue groups and volunteers to help with fundraising activities (at least one every month). Ensure money is accounted for by Shelter staff and input into Chameleon. To be implemented by March 2023.

- The recommendation has been implemented by the City.
    - The Animal Control Supervisor is working closely with several local nonprofit and rescue groups to coordinate participation in their fundraising activities where commitments to the Redlands Animal Shelter and the Shelter are made as part of the event.

R.25. Permanent Shelter Manager to complete a grant writing class. Shelter Manager to apply for at least four grants per year and keep a documented account of those applications in digital and hard copy. Report applications for grants to the City Council quarterly. To be implemented by August 2023.

- This recommendation will not be implemented because it is not warranted or reasonable.
    - The City employes a dedicated grant coordinator who assists the Shelter in monitoring for grant opportunities and preparing applications for available grants. The Animal Control Supervisor will work closely with the city's grant coordinator to research and develop applications for grants that may benefit the Shelter. The grant coordinator will track applications and report to the City Manager's Office and/or the City Council according to standards and policies applicable to all city departments.

R.26. Redlands Animal Shelter to appoint an independent third party agency, such as Best Friends Animal Society, to conduct an operational audit of the Redlands Animal Shelter. Items evaluated by the third party will include such areas as management style; facilities; expired medications; records of drugs; improvements needed; adoptions and other outcomes, etc. The Shelter to report the results of the audit at the public portion of the City Council meeting. To be implemented by June 2023.

- The recommendation has been implemented by the City.
    - An audit is underway with Best Friends Animal Society with an anticipated completion of June 2023.

R.27. City of Redlands City Council to form an independent (not city employees) oversight group/commission/ ad hoc committee to oversee the Redlands Animal Shelter. This Animal Commission to include, but not be limited to, local citizens; members from local animal rescue organizations; veterinarians and animal shelter consultants/professionals. The group to meet a minimum of four times per year and report to the City Council quarterly. Committee to be formed by June 2023.

- This recommendation requires further analysis.
    - This recommendation requires further analysis to determine the need and parameters for such an oversight group. The aforementioned independent audit will consider this recommendation and will be provided to the City Manager and/or City Council for consideration by October 2023

R.28. The Facilities and Community Services Department (F&CS) to create a process by which all complaints concerning the Redlands Animal Shelter are received, logged in, reviewed and answered in writing. The Grand Jury recommends creating a three-person panel (not City employees) to review and respond to all complaints within two weeks. Complaints and resolutions to be kept indefinitely by F&CS Department, and reported to the City Council, local newspapers and on the City website quarterly. The panel and process to be created by June 2023.

- This recommendation will not be implemented because it is not warranted or reasonable.
    - The City has multiple reporting options and responds according to established city policies. The establishment of the recommended panel

and reporting guidelines specific to the Shelter is not a reasonable use of staff time to coordinate and administer.

It is our hope that the foregoing responses sufficiently address the issues that resulted from the Civil Grand Jury report regarding the Redlands Animal Shelter. If you desire any additional information, please contact Assistant City Manager, Chris Boatman at (909) 798-7655.

Sincerely,

Eddie Tejeda, Mayor

Charles M. Duggan, Jr., City Manager

c: City Council
City Attorney
Assistant City Managers
Lynna Monell, Clerk of the San Bernardino Board of Supervisors
385 N. Arrowhead Avenue, 2nd Fl. San Bernardino, CA 92415-0130

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an Agreement with Mariposa Landscapes, Inc. for an irrigation system installation, and replanting of Lugonia Citrus Grove for an amount not to exceed $105,100; approval of a sole source purchase order for the removal of the existing citrus trees with Washburn Grove Management in an amount not to exceed $59,400; approval of a sole source purchase order with Gless Ranch Nursery for the purchase of 2,500 Washington Navel orange trees in an amount not to exceed $42,500; approval to re-allocate $227,700 of the Nevada Palmetto Grove Fund, and an additional appropriation of the same, and determination that the project is exempt from environmental review pursuant to Section 15304 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman).

MOTION(S):

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

1. I move that the City Council determine that the project is categorically exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act;

2. I move to approve an Agreement with Mariposa Landscapes, Inc. for the installation of a new irrigation system and replanting of Lugonia Citrus Grove for an amount not to exceed $105,100;

3. I move to approve a sole source purchase order with Marshburn Grove Management for the removal of the existing citrus trees at Lugonia Grove for an amount not to exceed $59,400;

4. I move to approve a sole source purchase order with Gless Ranch Nursery for the purchase of 2,500 Washington Navel orange trees for an amount not to exceed $42,500; and

5. I move that City Council approve the additional appropriation and re-allocation of funds from the Agricultural Open Space-Acquisition/Conservation Easement category of the NevadaPalmetto Grove sale proceeds in the amount of $227,700.

RECOMMENDATION:

CITRUS PRESERVATION COMMISSION RECOMMENDATION:

On October 12, 2021, the Citrus Preservation Commission recommended that the Lugonia Citrus Grove is no longer economically viable and needs to be replanted and a new irrigation system installed. On February 15, 2022, the City Council authorized staff to solicit bids to replant the grove. On October 11, 2022, the Citrus Preservation Commission recommended setting aside one (1) acre of the 18 acres of the Lugonia Citrus Grove for the future development of a city fire station at this location and to replace the acreage within existing City groves.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve an Agreement with Mariposa Landscapes, Inc. for irrigation system installation and replanting of the Lugonia Citrus Grove for an amount not to exceed $105,100, approve a sole source purchase order with Marshburn Grove Management for citrus tree removal at Lugonia Citrus Grove for an amount not to exceed $59,400, approve a sole source purchase order with Gless Ranch Nursery for the purchase of 2500 Washington Navel citrus trees for an amount not to exceed $42,500, approval to re-allocate the Nevada Palmetto Grove Fund in the amount of $227,700 and an additional appropriation of the same, and determine that the project is categorically exempt from environmental review in accordance with Section 15304 of the State guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The City of Redlands owns and farms twenty (20) citrus groves throughout the City, totaling approximately 184 acres. The City's citrus groves require ongoing care, replanting, maintenance, and harvest, to sustain their economic viability and health. The Lugonia Citrus Grove is approximately 18 acres and has averaged an annual profit of about $645.00 per acre, which is lower than average. On October 12, 2021, the Citrus Preservation Commission recommended that the Lugonia Grove be replanted to ensure its continued viability as a commercial grove. On February 15, 2022, the City Council directed

staff to solicit bids for the replanting of Lugonia Grove.

The project includes the removal of the existing citrus trees, replacement of the existing irrigation system, and planting of 2,500 young Washington Navel Oranges. The project will require specialized equipment and staff is recommending a sole source agreement with Washburn Grove Management to grind and mulch existing trees in place. This method of mastication of the existing grove assists in the overall health of the grove soil and is the most efficient and environmentally preferred means of tree removal. In addition, 2,500 replacement trees will be purchased through Gless Ranch Nursery.

With respect to the irrigation installation and replanting, staff advertised a request for bids on September 22, 2022. The City Clerk's office received and opened three bids. The bid included the replanting and irrigation replacement of the Lugonia Grove. The bids were reviewed by staff to determine if they were responsible and responsive to the bid requirements. Staff concluded the low bidder is in conformance with the bid documents and specifications. Based on the bid and staff's review, Mariposa Landscapes, Inc. was determined to be the lowest responsible and responsive bidder. The bid amounts are included below.

BIDDER	BID AMOUNT
Mariposa Landscapes, Inc.	$105,100.00
Pierre Landscape, Inc.	$161,770.00
Marina Landscape, Inc.	$365,950.00

This proposed project is categorically exempt from environmental review in accordance with Section 15304. This section pertains to minor alterations to land. The project includes the replanting of an existing citrus grove for agricultural purposes.

Future Station Site

In June of 2020, the Redlands Fire Department completed a Department Assessment and Deployment Study that was conducted by Citygate and Associates. This Assessment and Deployment Study results illustrated that 67% of the City is outside of the 4-minute travel response standard during congested periods, 54% of the City is outside of the 4-minute travel response standard during non-congested conditions, and two or more simultaneous calls for service occurred 45% of the time. These findings from the Citygate study identified several areas of the City as they relate to the overall efficiency and service provided by the Redlands Fire Department. One area of deficiency currently is the northeastern quadrant of the City of Redlands, which Lugonia Grove is located within.

Per this assessment, the Redlands Fire Department identified one (1) acre of Lugonia Grove (APN 16816108) as an ideal location for a future Fire Station

located at the corner of Lugonia Avenue and Judson Street. The future Fire Station will be brought back to the City Council at a future date for consideration. On October 11, 2022, staff presented a proposal to the Citrus Preservation Commission to reserve approximately 1 acre of Lugonia Grove for use as a future fire station site. In exchange, the city would identify 1 acre within existing grove properties to supplant the lost acreage. After discussion, the Commission unanimously recommended setting aside one (1) acre of the Lugonia Citrus Grove for the future development of a city fire station.

ALTERNATIVES:

City Council may elect not to award the agreement with Mariposa Landscapes, Inc., nor approve the sole source purchase orders and provide alternative direction to staff.

STRATEGIC PLAN:

Priority A - Quality of Life

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Kathleen Giorgianni, Senior Administrataive Assistant

Fiscal Impact

Fiscal Year:	FY 2022-23
Revenue Generating:	Yes
Appropriation Required Y/N:	Yes
Amount:	$227,700
Budgeted Y/N:	Yes
Account No.:	538910
Discussion:	

Funding for the project would be provided by the Agricultural Open Space designation of the Palmetto Grove Land Sale Proceeds. Currently, there are no funds remaining in the unobligated fund balance. Staff has therefore included a reallocation of the necessary funds from the Agricultural Open Space - Acquisition/Conservation Easements subcategory, which has a current balance of $923,116. The total project cost, including a 10% contingency, is $227,700 and $695,415 would remain in this category following the reallocation.

Attachments

Additional Appropriation
Gless Ranch Sole Source
Marshburn Grove Mgmt. Sole Source
Clerk's Report
Mariposa Landscape Agreement
Proposed Fire Station Rendering
Lugonia Grove Overhead Map

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 2/7/23

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Groves Fund - Non Capital Expenditures	538910	7901	538024	$ 227,700.00
General Fund - Transfer Out	101501	9901		$ 227,700.00
				$ $ 455,400.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Groves Fund - Transfer In	538910	4901		$ 227,700.00
				$ $ 227,700.00

JUSTIFICATION: Use of appropriated Palmetto Grove proceed funds for removal of Lugonia grove trees, purchase of new trees, irrigation system installation and replanting of new trees. 10% contingency was included in figure

Requested By: Chris Boatman
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

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: 1/13/23

TO: Purchasing Division

FROM: Facilities & Community Services

Purchase Requisition # _____

Estimated Total Cost: $ 42,500.00

Proposed Vendor: Gless Ranch Nursery

Request Term: One Time Purchase

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:

The quantity and specialized variety required to replant the grove is not available locally, except through Gless Nursery.

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.

Citrus Preservation Commission Chris Boatman Erik Reeves

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

Staff would postpone the replanting of Lugonia Grove indefinitely until another source for this specialized purchase could be obtained.

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

Kathleen Giorgianni Digitally signed by Kathleen Giorgianni Date: 2023.01.13 07:38:04 -08'00'

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

GLESS RANCH Nursery

Gless Ranch, Inc.
18541 Van Buren Blvd., Riverside, CA 92508
PH: (951)780-8458 FAX: (760)397-4104

PURCHASE AGREEMENT

Agreement Number: 2104-23

Agreement Date: 9/8/2022

New Agreement: Yes ✓ No ____

Replacement for Agreement Number: ____

Purchaser: City of Redlands Phone: (909) 798-7655

Business Address: 35 Cajon St., Ste 222, Redlands, CA 92373 Fax: (909) 798-7697

Planting Location: ____ Email: ____

District: 2

THIS PURCHASE AGREEMENT is made as of the Agreement Date listed above, by and between Gless Ranch, Inc., having its primary office at 18541 Van Buren Blvd., Riverside, California (hereinafter "Seller"), and the Purchaser listed above, having its office at the Business Address listed above (hereinafter "Purchaser".)

WHEREAS, Seller is in the wholesale citrus nursery business, raising citrus nursery stock and selling the nursery stock to citrus growers and other agricultural concerns.

WHEREAS, Purchaser desires to purchase the nursery stock identified below from Seller and Seller desires to raise and sell said nursery stock to Purchaser.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS contained in this Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Purchase of Trees.** Purchaser will purchase from Seller the following nursery stock (hereinafter "Trees"):

Quantity	Variety and Rootstock	Unit Cost
2500	Parent Washington Navel on Carrizo	$ 17.00
		$
		$
		$
		$

Seller will grow the Trees, or select the Trees from existing nursery stock, and have the Trees prepared for shipment on or before Spring/Summer 2023 (hereinafter "Ready Date".) The total unit cost for all Trees to be delivered hereunder amounts to the sum of $ 42,500.00 (hereinafter "Total Unit Cost") In addition to the Total Unit Cost, Purchaser shall pay all applicable sales taxes, royalties, and assessments. Assessments may include, without limitation, the California Citrus Nursery Stock Improvement Assessment. The Total Unit cost, together with applicable taxes and assessments shall be the "Total Purchase Price."

2. Payment for Trees. Upon execution of this Purchase Agreement, Purchaser shall remit to Seller a nonrefundable deposit in an amount equal to fifty percent (50%) of the Total Unit Cost, which sum is $ 21,250.00 (hereinafter "Initial Deposit".) The Initial Deposit shall be applied against the Total Purchase Price. The balance of the Total Unit Cost, together with all applicable taxes and assessments (hereinafter "Final Payment") shall be due and payable on the Ready Date.

3. Sellers Right to Extend Ready Date. Seller agrees to utilize its best efforts to have the Trees ready on or before the Ready Date. However, due to the uncertain nature of the agriculture business, Purchaser may require additional time to grow the Trees due to weather, availability of water or other unforeseen circumstances. Purchaser understands and agrees that Seller may be unable to deliver all Trees as specified in this Purchase Agreement on the Ready Date. As such, Seller shall be entitled to extend the ready date by up to sixty (60) days without cause and without penalty. In the event Seller elects to extend the Ready Date, Seller shall provide written notice of its intent to extend the Ready Date. Such written notice shall be provided at least thirty (30) days prior to the then existing Ready Date, and shall identify the extended Ready Date (any extension to the Ready Date shall extend the date for the Final Payment). In the event Seller needs to extend the Ready Date more than sixty (60) days, the Parties shall agree in writing to the new Ready Date. In the event the new Ready Date must be extended
for a period of more than sixty (60) days and the Parties cannot agree upon a new Ready Date, Purchaser may elect to terminate the Purchase Agreement. In the event the Purchaser elects to terminate the Purchase Agreement pursuant to this section, Purchaser, as its sole and exclusive remedy, shall be entitled to a refund of the Initial Deposit, and Purchaser hereby waives any claims for damages including loss of use, loss of profit or income, loss of services, loss of productivity, loss of financing or funding, loss of business reputation and all consequential damages.

INITIALS: **Seller:** _____ **Purchaser:** _____

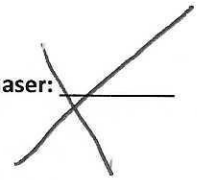
4. No Delivery – Passage of Title. Purchaser hereby acknowledges that the Trees will be grown at Seller's growing location located at 68461 Harrison St. Thermal, California. Seller is not responsible for the delivery of the Trees and it is Purchaser's responsibility to obtain its own method of delivery. Title to, and responsibility for, the Trees shall pass to Purchaser upon the commencement of loading of the Trees on to Purchaser's selected method of delivery. Unless expressly waived in writing by Seller, as a condition precedent to Buyer commencing the loading of Trees, Purchaser shall remit the Final Payment to Seller.

5. Warranties and Limitation of Liability. Seller guarantees that the Trees are to be good, clean, healthy trees as of the Ready Date, and will use care to ensure that all Trees are true to name. Upon the request of Purchaser, Seller will provide Purchaser with a Horticultural Inspector's certificate that the Trees are clean. As growing conditions, including without limitation, soil, climate, weather, irrigation practices and farm management practices may impact the health of the Trees, Purchaser understands and agrees that Seller makes no warranty as to the quality or viability of the Trees after receipt by Purchaser. As growing conditions will impact the health of the Trees, any claims of Purchaser pertaining to defective merchandise or the inferior quality of the Trees must be delivered to Seller within sixty (60) days after receipt of the Trees. Any claims not received by Seller within said sixty (60) day period will be invalid and are hereby waived by Purchaser. Following a timely claim for defective Trees, Seller reserves the right to inspect the Trees and, at Seller's election, reclaim title thereto. In the event of a valid claim for defective merchandise, Seller will endeavor, at Seller's sole discretion, either to replace the defective Trees or to reduce the Total Purchase Price accordingly.
Seller will make a good faith effort to produce the Trees in the quantities, varieties, and rootstocks specified in the Purchase Agreement. However, due to the nature of the agriculture business, Purchaser understands and agrees that Seller may be unable to produce all Trees as specified in this Purchase Agreement. It is mutually agreed that, having made a good faith effort to abide by the Purchase Agreement, Seller shall not be compelled to produce any or all of the trees specified. Should Seller be unable to

produce any or all of the Trees, Purchaser as its sole and exclusive remedy shall be entitled to a refund of the Initial Deposit (prorated for Trees produced and accepted), and Purchaser hereby waives any claims for damages including loss of use, loss of profit or income, loss of services, loss of productivity, loss of financing or funding, loss of business reputation and all consequential damages.

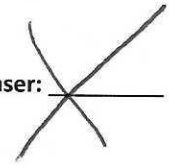
EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WHETHER EXPRESS, IMPLIED, OR STATUTORY) IS MADE BY SELLER REGARDING THE TREES. Purchaser hereby understands and agrees that, to the fullest extent permitted by law, Seller's total liability to Purchaser for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to this Purchase Agreement from any cause or causes including but not limited to negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the Total Unit Cost.

INITIALS: **Seller:** _____ **Purchaser:** _____



6. Liquidated Damages to Seller. IF AT ANY TIME PRIOR TO DELIVERY OF THE TREES THIS PURCHASE AGREEMENT BECOMES CANCELLED OR OTHERWISE TERMINATED BY PURCHASER, PURCHASER AND SELLER AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGES FOR SUCH FAILURE TO PROCEED WITH THIS AGREEMENT. ACCORDINGLY, PURCHASER AND SELLER AGREE THAT IN SUCH EVENT IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE AMOUNT OF THE DEPOSIT PREVIOUSLY PAID BY PURCHASER. THEREFORE, IF AT ANY TIME PRIOR TO DELIVERY OF THE TREES THIS PURCHASE AGREEMENT BECOMES CANCELED OR OTHERWISE TERMINATED BY PURCHASER, SELLER SHALL RETAIN THE DEPOSIT PREVIOUSLY PAID BY PURCHASER TO SELLER. IN SUCH EVENT, RETENTION OF THE DEPOSIT BY SELLER SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST PURCHASER AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST PURCHASER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON TERMINATION OF THIS AGREEMENT AS PROVIDED IN THIS SECTION, NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES AND EXCEPT FOR SUCH RIGHTS OR OBLIGATIONS THAT EXPRESSLY SURVIVE TERMINATION OF THIS PURCHASE AGREEMENT.

INITIALS: **Seller:** _____ **Purchaser:** _____



7. Failure of Purchaser to Timely Pick Up Trees. Purchaser shall have twenty (20) days after the Ready Date to claim and remove the Trees from Seller's growing location. In the event the Trees are not removed by Purchaser from Seller's growing location within twenty (20) days after the Ready Date, Purchaser shall be charged for the care of the Trees for each day the Trees remain at Seller's growing location after the Ready Date, which charges shall include the actual cost of caring for the trees, plus twenty percent (20%) for overhead and storage. In the event Purchaser fails to remove the Trees from Seller's growing location within sixty (60) days of the Ready Date, Purchaser shall be deemed to have breached the Purchase Agreement in which case the Seller shall have the right to liquidated damages as set forth in Section 6 herein, and shall have the right to sell the Trees to another purchaser.

8. Validity of Agreement. If any provision of this Purchase Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed amended to conform to applicable law so as to be valid, legal, and

enforceable in such jurisdiction. If such provision cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Purchase Agreement shall continue in full force and effect.

9. Assignment. Purchaser may not assign or otherwise transfer this Purchase Agreement without the prior written consent of Seller.

10. Binding Nature. This Purchase Agreement shall only be binding upon the parties upon receipt of the signed Purchase Agreement and receipt of the Initial Deposit by Seller. Should the signed Purchase Agreement and Initial Deposit not both be received by Seller within ten (10) days of the Agreement Date, Seller, at is discretion, may elect to consider the Purchase Agreement null and void. This Purchase Agreement shall extend to and be binding on the heirs, executors, and assigns of the parties hereunto signatory.

11. Attorneys' Fees. In any legal proceeding by which one party either seeks to enforce its rights under this Purchase Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Purchase Agreement, the prevailing party shall be awarded its reasonable attorney fees, plus costs and expenses incurred.

12. Integration and Modification. This Purchase Agreement is the entire agreement between the parties and shall not be modified, amended, or altered in any manner except by written agreement of the parties. This Purchase Agreement contains the entire agreement of the parties. No other agreement, statement or promise, whether orally or in writing, made on or before the date after this Purchase Agreement, will be binding upon the parties.

13. Conditions Beyond Control. Should the performance of the obligations of either party under this Purchase Agreement be prevented or delayed by an act of God, war, civil insurrection, fire, flood, storm strikes, lockouts, or by any law, regulation, or order of any federal, state, county, or municipal authority, or by any other cause beyond the control of the party to be excused, that party's performance under this Purchase Agreement, to the extent that it is prevented or delayed, shall be excused. The circumstances set forth above shall include, but are not limited to, the restriction of movement of Trees caused by quarantines for pests and diseases such as the Asian Citrus Psyllid and Huong Long Bing.

14. Venue and Governing Law. This Purchase Agreement shall be governed by the laws of the State of California, without regard for choice of law. This Purchase Agreement was entered into in the City of Riverside, State of California and as such the parties agree that any dispute arising out of this Purchase Agreement shall be litigated in the Superior Court for the County of Riverside.

15. Late Charges. Purchaser agrees to pay one and a half percent (1.5%) per month late charge on all accounts overdue by 30 days or more.

16. Replacement Agreement. If the "Replacement for Agreement" box above is checked, this Purchase Agreement replaces in its entirety the Purchase Agreement indicated by its Agreement Number and/or Agreement Date. Any Initial Deposit and/or payment received in relation to the previous Purchase Agreement will be retained by Seller and will first be applied against the Initial Deposit on this replacement Purchase Agreement, then against the remainder of the Total Purchase Price.

17. Signature and Receipt of Initial Deposit. Until such time as signed by Seller, this Purchase Agreement shall be deemed an offer to sell, and not a contract. It is the obligation of Purchaser to remit a signed copy of this Purchase Agreement and the Initial Deposit within 15 days of the Agreement Date. Should Purchaser fail to do so, the offer to purchase shall be deemed void. Notwithstanding, at Seller's sole discretion, Seller may treat the late remittance as on offer to purchase and accept such offer by signing below.

18. Headings. Article headings set forth herein are for convenience and reference purposes only and shall not affect the construction of, or be taken into consideration in interpreting this Purchase Agreement.

Authorized Agent, Gless Ranch, Inc.

Dated

Purchaser

Dated

Name:

Title:

Please sign and return this agreement with your Initial Deposit to the following address:

Gless Ranch, Inc.
68461 Harrison St.
Thermal, CA 92274

A fully executed copy of this Purchase Agreement will then be returned to you. Thank You!

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: 1/13/23

TO: Purchasing Division

FROM: Facilities & Commuity Services

Purchase Requisition # _____

Estimated Total Cost: $ 59,400.00

Proposed Vendor: Marshburn Grove Management, Inc.

Request Term: One Time Purchase

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:

The process of grind in place tree removal requires a specific machine that is only available in Southern California from Washburn Grove Management, and was recommended by the City's Farming Consultant. This process enriches the soil, and recycles the existing trees for mulch to retain moisture.

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.

Citrus Preservation Commission Zach Labonte Erik Reeves

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

An alternative tree removal process, which would be less environmentally compatible, more expensive and take additional time would be required.

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

_____

Prepared by Date

_____

Department Director Date

Purchasing Approvals

_____

Purchasing Agent Approval Date

_____

City Manager Approval Date

WASHBURN GROVE MGMT. INC.

27781 Fairview Ave.
Hemet, CA 92544
(951) 927-2052 FAX: (951)927-5636
WashburnGrove@Gmail.com

Proposal:

9/26/2022

To: City of Redlands

Re: Lugonia Grove Removal

Approx. 18 Acres of Orange Trees to be grinded into mulch. All mulch will be left spread on sight. Stumps will be left below the ground surface.

1) Non Prevailing Wages: 18 Acres x $2,900.00 Acre = $52,200.00

2) W/ Prevailing Wages: 18 Acres x $3,300.00 Acre = $59,400.00

- Insurance will be provided
- Dust control not included
- 12-15 days to complete
- Proposal good for 30 days

Thank you,

Kyle Washburn
(951) 538-9637

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **22nd day of September, 2022 at 11:30 a.m.** on behalf of the Facilities and Community Services Department for Lugonia Citrus Grove Irrigation Installation & Replanting Project – FCS09012022KG. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (N/A)	Total Bid Amount
1	Mariposa Landscape, Inc., Irwindale, CA	Yes	N/A	$105,100.00
2	Pierre Landscape, Inc., Irwindale, CA	Yes	N/A	$161,770.00
3	Marina Landscape, Inc., Orange, CA	Yes	N/A	$365,950.00

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Kathleen Giorgianni

Jeanne Donaldson, City Clerk
City of Redlands, California

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

This agreement for the provision of replanting and irrigation replacement of Lugonia Citrus Grove ("Agreement") is made and entered in this 7th day of March, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Mariposa Landscapes, Inc., a California Corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform the replanting and irrigation replacement of Lugonia Grove services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

4.3 Total compensation for Contractor's performance of the Services shall be in the amount of One Hundred Five Thousand One Hundred Dollars ($105,100.). City shall pay Contractor in accordance with Exhibit "C titled "Fee Schedule/Price and Fee Bid," which is attached hereto and incorporated herein by reference.

Contractor shall submit an invoice to City upon completion of the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

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

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373	Terry Noriega, President Mariposa Landscape, Inc. 6232 Santos Diaz Street Irwindale, CA 91702
jdonaldson@cityofredlands.org (909) 798-7531	Terry.Noriega@mariposa-ca.com (626-960-0916)

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

C. Business Auto Liability coverage, with minimum limits of One Million Dollars

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

MARIPOSA LANDSCAPES, INC.

By: _____
Terry Noriega, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The City of Redlands was incorporated in 1888 in the Country of San Bernardino and is located 60 miles east of Los Angeles near Interstate 10. The current population of the City is approximately 71,500. In 1986, voters in the City of Redlands passed Measure "O" by an overwhelming majority to provide taxpayer funds for the strategic purchase of various lands to be maintained in perpetuity as open space – including Citrus Groves.

The City owns and is responsible for maintaining approximately 180 acres of 3 different varieties of citrus: Valencia, Navel, and Grapefruit. The approximately 180 acres are spread among 20 different groves located throughout the City. Ownership by the City is intended to preserve the existing citrus acreage through sustainable and profit-driven farming and maintenance practices. Proceeds from the sale of the City-owned citrus are invested back into the care, harvest and maintenance of the groves.

The ultimate goal is to perpetuate a farming operation that preserves the citrus heritage of Redlands, contributes to the reduction of greenhouse gasses and economically supports the continued operation of the area's last remaining citrus groves. In order to achieve these goals, the operations must be economically sustainable.

SCOPE OF WORK

The City is accepting bids for services to provide labor and materials for the installation of a new irrigation system, soil preparation, and eventual planting of Carrizo Washington navel oranges.

The removal of existing citrus trees, irrigation, and trees will be performed by others.

Lugonia Grove is located on Judson Street bordered by E. Lugonia Avenue and E. Pennsylvania Avenue in Redlands, California. The services to be completed by the Contractor are listed on the Bid Proposal Page and synopsized below:

- From the mainline point of connection, replace irrigation/drippers and install a new shut-off valve, 1/2" polyethylene Toro blue strip drip lines with 2 emitters to each Bowsmith sb series red 2.0 gph tree drips.
- Stake tree rows
- Mark new tree holes
- Take delivery of ±2030 Washington Navels with Carrizo Root Stock trees from City approved nursery
- Plant ±2030 young Carrizo Washington Navel trees into marked tree holes
- Provide tree wraps, and Ridomil down the tree wrap on each new orange tree
- Provide maintenance for a period of 90 days after trees are planted

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Mariposa Landscape, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to provide and install new irrigation and replant 2500 citrus trees at Lugonia Grove (the "Work"), which said agreement, dated March 7th, 2023, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of one hundred five thousand and one hundred Dollars ($105,100.00) 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 Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT "C"

("Fee Schedule/ Price and Fee Bid")

LUGONIA CITRUS GROVE
IRRIGATION INSTALLATION & REPLANTING PROJECT
FCS09012022KG

Item No.	Brief Description	*A Quantity	*B Unit Price	*C Total Price in Figures
A1	Mobilization	Lump Sum	Lump Sum	$ 6,500.00
A2	Labor & Materials to install new irrigation with new shut-off valve, 1/2" polyethylene drip line with 2 emitters to each tree drip.	38000 L/F	Lump Sum	$ 49,000.00
A4	Take delivery of new young Carrizo Washington Navel Orange Trees	Lump Sum	Lump Sum	$ 800.00
A5	Stake tree rows and mark new tree holes	Lump Sum	Lump Sum	$ 800.00
A7	Plant 2030 new Carrizo Washington Navel Trees	2030	Lump Sum	$ 25,000.00
A9	90 days of maintenance	Lump Sum	Lump Sum	$ 23,000.00
***"A" x "B" = "C"**				$105,100.00

CONTRACTOR NAME: MARIPOSA LANDSCAPES, INC.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

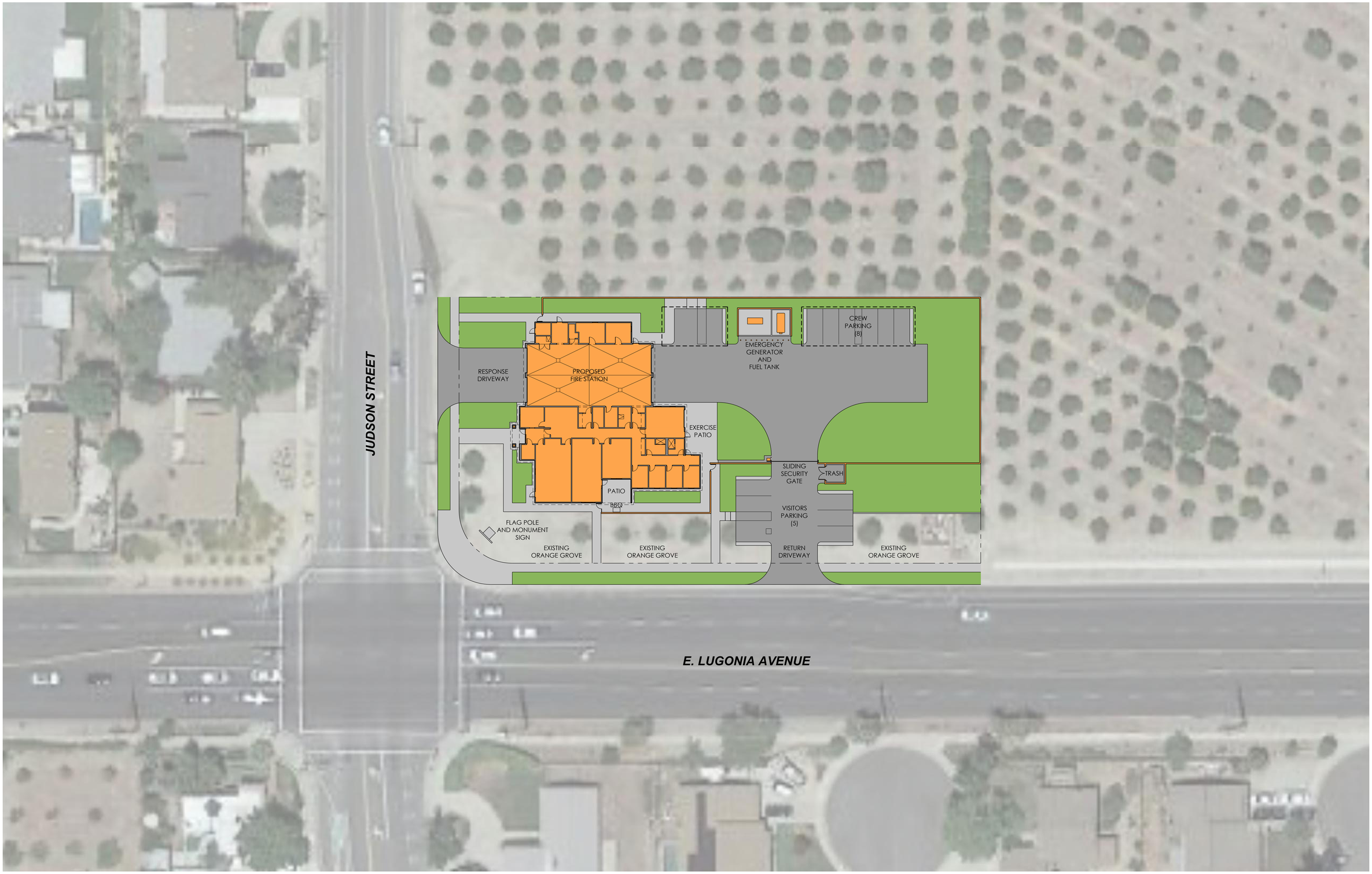
_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject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

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

MARIPOSA LANDSCAPES, INC.

By:_____ Date: _____

Terry Noriega, President



PROPOSED SITE PLAN

(JUDSON STREET AND E. LUGONIA AVENUE) SITE: 1.0 AC PROPOSED FIRE STATION BUILDING: 7,772 S.F. 10/06/2022

0' 20' 40' 80'

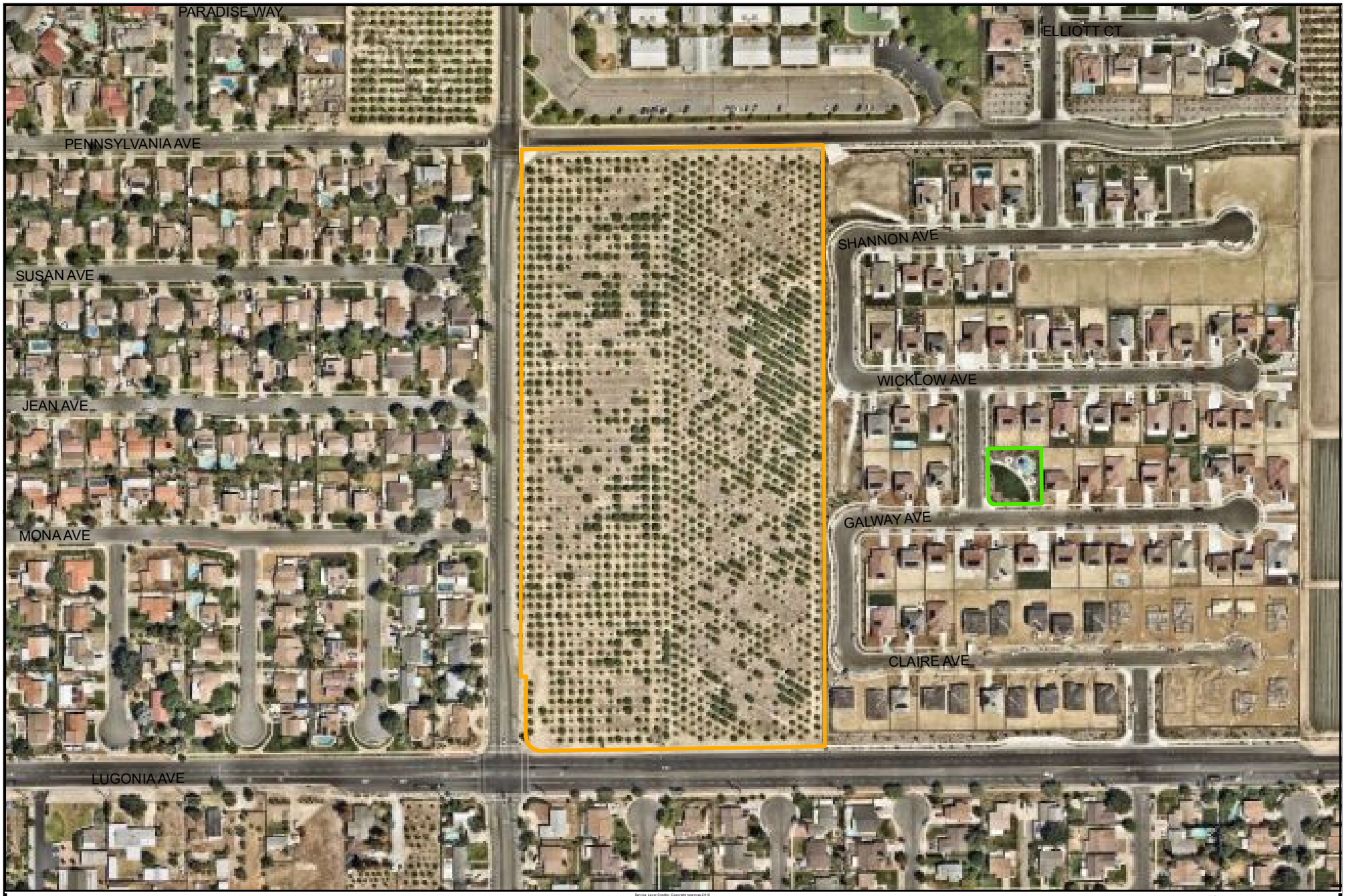
SCALE: 1" = 20'-0"

N

PROPOSED FIRE STATION

REDLANDS, CA

REDLANDS FIRE DEPARTMENT



City of Redlands
Department of Innovation & Technology
Geographic Information Systems

Lugonia Grove

Grove Boundary2 Park Boundary

18 Acres APNs 016816108, 016816107

N W E S

Scale 0 60 120 180 240 Feet

August 26, 2021

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

DATE: 03/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Public Works Contract with VT Electric, Inc. for an amount not-to-exceed $471,975 for the Prospect Park Lighting Upgrades Project, acceptance of a donation in the amount of $363,000 from Friends of Prospect Park, approval of an additional appropriation totaling $519,172.50, and determine that the project is exempt from environmental review pursuant to Section 15303(d) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council determine approval of the public works contract with VT Electric, Inc. for the Prospect Park Lighting Upgrades Project is exempt from environmental review pursuant to Section 15303(d) of the State's guidelines implementing the California Environmental Quality Act;

2. I move to accept the monetary donation in the amount of $363,000 from the Friends of Prospect Park for construction of the project and approve an additional appropriation of the same;

3. I move to designate $156,172.50 from the Unappropriated Funds within the Parks and Recreation category of the Nevada Palmetto Grove Proceeds to the Prospect Park Lighting Upgrades Project and appropriate $519,172.50 as detailed in the staff report; and

4. I move that the City Council approve an award of the public works construction contract to VT Electric, Inc. in the amount of $471,975.00 for the Prospect Park Lighting Upgrades Project No. FCS11012022JN.

RECOMMENDATION:

COMMISSION RECOMMENDATION

The Parks and Recreation Commission at their February 9, 2023 meeting recommended the approval of the project, to accept a monetary donation from Friends of Prospect Park in the amount of $363,000, and to designate $156,172.50 from the Unappropriated Funds within the Parks and Recreation category of the Nevada Palmetto Grove Proceeds to fund the Prospect Park Lighting Upgrades Project.

STAFF RECOMMENDATION

Staff recommends that the City Council determine that approval of the contract for the Prospect Park Lighting Upgrades Project is categorically exempt from environmental review in accordance with Section 15303(d) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council approve an award of contract with VT Electric, Inc. for an amount not-to-exceed $471,975 for the Prospect Park Lighting Upgrades Project No. FCS11012022JN, accept the monetary donation in the amount of 363,000 from the Friends of Prospect Park for construction of the project, to designate $156,172.50 from the Unappropriated Funds within the Parks and Recreation category of the Nevada Palmetto Grove Proceeds and approve the appropriations as detailed in the staff report.

DISCUSSION:

The Friends of Prospect Park (FOPP) are generously providing funding for this project through a monetary donation to the City in the amount of $363,000. As stated in the attached letter from FOPP, "this project will replace the existing obsolete and inoperable lighting with a modern energy-efficient lighting system. The new system will substantially enhance the safety of the park and will greatly enhance the aesthetic of the park while saving the city approximately 30% of the current operating costs". The mission of FOPP is to provide for the perpetuation, beautification, development, and improvement of Prospect Park. Prospect Park is a thirty-six acre community park with natural greenery and landscaping which includes trails, picnic facilities, the historic Carriage House, the Redlands Horticulture and Improvement Society's (RHIS) Plant Propagation Yard, and approximately twenty-five acres of citrus trees. This park is also home to the Avice Meeker Sewall Theater, which includes an outdoor amphitheater with a seating capacity of more than 400. The theater's main attraction is the Redlands Summer Theater Festival, which occurs annually.

The park's existing light poles and fixtures, along portions of the existing pathways and access roads, are antiquated and have experienced a series of

failures and outages over the past decades. City staff conducted an inspection in early 2021 and confirmed that the existing lighting infrastructure is at a point where repairs are either not possible or sustainable. In addition to the components that are in need of replacement, there are several locations in the park that are not lit and need lighting. In May of 2021, staff proceeded with issuing a request for proposals (RFP) for the design of an updated park lighting 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 light poles and fixtures as well as a plan to extend the lighting system. The new system will utilize the existing 480v power system and include as much of the existing conduit, wire and pull boxes as feasible.

Intelligent Lighting Systems prepared the plans and specifications, and city staff advertised the project on November 1, 2022. The City Clerk's office received and opened eight (8) bids for the project on November 22, 2022. All bids were reviewed by staff to determine if they were responsive to bid requirements. Based on the attached bid analysis, VT Electric, Inc. is the lowest responsive and responsible bidder. After presenting and conferring with the donating party, the contract value was reduced from the total bid amount, of $594,810.00, to the base bid plus additive B, which totaled $471,975.00. FOPP has committed to donating $363,000.00 for the funding of this project and the remainder is being recommended from the Unappropriated Funds within the Parks and Recreation category of the Nevada Palmetto Grove Proceeds in the amount of $156,172.50.

Therefore, it is recommended that the City Council award a construction contract to VT Electric, Inc., for an amount not-to-exceed $471,975.00. The award of contract will include the Base Bid plus additive B.

The following eight (8) Project bids were received before the submittal deadline:

BID OPENING REPORT SUMMARY		
BIDDER	**BID AMOUNT**	**(Base Bid+ Additive B)**
1. Delta Electric LLC* - **	$477,342.00	$363,000.00
2. VT Electric, Inc.	$594,810.00	$471,975.00
3. Towo Enterprise Inc **	$688,300.00	$496,900.00
4. Budget Electrical Contractors, Inc. **	$726,000.00	$544,000.00
5. Armstrong Cal Builders Inc.	$779,500.00	$627,500.00
6. Jcos Development, Inc. **	$935,800.00	$768,800.00
7. ProCal Lighting Inc. ***	$1,050,000.00	$820,000.00
8. My Electrician Inc.	$1,645,000.00	$1,295,000.00

* The bidder declined to proceed with the bid additive B (Phase 3) due to an estimation error, therefore determined a non-responsive bidder.
**The total base bid price and bid additives (A & B) prices were provided but were not totaled correctly. The bidder copied the bid additive price and placed it in the Base bid plus additive bid cell.
*** The bidder did not submit the sub's qualification statement, therefore determined a non-responsive bidder.

The project is categorically exempt from environmental review in accordance with Section 15303(d) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the project involves the removal and replacement of the existing light poles and extending light poles.

ALTERNATIVES:

The City Council may elect not to accept the donation and/or approve the award of the contract.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:

Chris Boatman, Assistant City Manager

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Jawad Naderi, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 2022-24
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$519,172.50
Budgeted Y/N:	Y
Account No.:	101303

Discussion:

The total cost of the project will be $519,172.50 ($471,975.00 plus a 10% contingency of $47,197.50). FOPP will be donating $363,000 towards the project and the remainder of $156,172.50 is recommended from the Parks & Recreation category of the Nevada Palmetto Grove Fund. The unappropriated balance of this category for the Palmetto Grove Fund is currently $708,913 and would be $552,740.50 after the transfer..

Project Funding	
FOPP Donation Funds	$363,000.00
Nevada Palmetto Grove Proceeds (Unappropriated Funds - Parks & Recreation)	$156,172.50
Total	**$519,172.50**

Attachments

Donation Form
Letter
Public Work Contract
Bid Opening Report
Bid Analysis
Additional Appropriation

City of Redlands
Donation Acknowledgement Form

REDLANDS "A City That Works"

Management Services/ Finance Department
Revenue Division
35 Cajon Street, Suite 15 B
Redlands, CA 92373
Phone: 909-798-7544

DONOR INFORMATION

Company/Individual: FRIENDS OF PROSPECT PARK

Contact person: ANDREW HARTZELL

Address: 1437 ELIZABETH CREST DR

City/State/Zip: REDLANDS, CA 92373

Phone: 909-553-0053 Email: ANDYHARTZELL2@GMAIL.COM

DONATION INFORMATION

Amount of Monetary Donation: $363,000

Stated Purpose for Donation: PROSPECT PARK PARKWAY LIGHTING PROJECT

Any Donor-Specified Restrictions on the Use of the Donation:
NONE

Donor Signature: Andrew Hartzell

Date Accepted: _____

Signature of City Representative: _____

Thank you for your donation to the City of Redlands.
The Management Services/ Finance Department will be in touch with you shortly.
Your generosity is appreciated.



Friends of Prospect Park

December 7, 2022

Mr. Christopher Boatman
Assistant City Manager
Director, Facilities and Community Services Department
City of Redlands
35 Cajon St Suite 222 (2nd Floor)
Redlands, Ca 92373

RE: Directed Donation for Prospect Park Pathway Lighting

Dear Mr. Boatman:

It is with great pleasure and pride that the Friends of Prospect Park offers to donate to the City of Redlands the amount of $363,000, to be used by the city to fund the Prospect Park Pathway Lighting project, as specified in the city's recent request for bids. As you know, this project will replace the existing obsolete and inoperable lighting with a modern energy efficient lighting system. The new system will substantially enhance the safety of the park and will greatly enhance the aesthetics of the park, while saving the city about 30% of the current operating costs. We appreciate the opportunity to partner with the city to accomplish this very important improvement to the park. We propose to pay the city incrementally, as progress payments become due to the contractor.

I would also like to commend your staff, who have diligently worked to transform this project from idea to reality. We look forward to our continuing partnership, working for the benefit of city residents and park users.

Sincerely,

Andrew Hartzell, President

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 7th day of March, 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 VT Electric, Inc., a California corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Prospect Park Lighting Upgrades, Project No. FCS11012022JN, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Prospect Park Lighting Upgrades, Project No. FCS11012022JN (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Four hundred seventy-one thousand nine hundred seventy-five dollars ($471,975.00) 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.

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)

VT Electric, Inc.
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
Prospect Park Lighting Upgrades
Project No. FCS11012022JN

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.

____VT Electric, Inc._____
(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 VT Electric, Inc. (hereinafter designated as "Principal") have entered into an agreement dated March 7th, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Prospect Park Lighting Upgrades, Project No. FCS11012022JN 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 Four hundred seventy-one thousand nine hundred seventy-five dollars ($471,975.00) 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 VT Electric, 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 March 7th, 2023, and identified as _____ is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Four hundred seventy-one thousand nine hundred seventy-five dollars ($471,975.00) 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 **22nd day of November, 2022** at **2:00 p.m.** on behalf of the Facilities and Community Services Department for **Prospect Park Lighting Upgrades – FCS11012022JN**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Name of Bidder	Bid Signed	Bid Bond	Addenda Acknowledged (N/A)	Base Bid Amount	Total Bid Amount (Base + Additive A)	Total Bid Amount (Base + Additive A and B)
1	Delta Electric, LLC, Santa Clarita CA	Yes	Yes	N/A	$323,000.00	$114,342.00	$40,000.00
2	VT Electric Inc., Ontario CA	Yes	Yes	N/A	$350,705.00	$473,540.00	$594,810.00
3	Towo Enterprise Inc., Fullerton CA	Yes	Yes	N/A	$420,000.00	$191,400.00	$76,900.00
4	Budget BEC Electrical Contractors, Redlands CA	Yes	Yes	N/A	$424,000.00	$182,000.00	$120,000.00
5	Armstrong Cal Builders Inc., Signal Hill CA	Yes	Yes	N/A	$549,000.00	$701,000.00	$779,500.00
6	JCOS Development Inc., Buena Park CA	Yes	Yes	N/A	$592,800.00	$167,000.00	$176,000.00
7	ProCal Lighting, Vista CA	Yes	Yes	N/A	$610,000.00	$840,000.00	$1,050,000.00
8	My Electrician, Menifee CA	Yes	Yes	N/A	$945,000.00	$350,000.00	$1,645,000.00

Listed by lowest Base Bid Amount

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.FCS11012022JN
PROSPECT PARK LIGHTING UPGRADES

BID DATE: 22-Nov-2022
EST. START DATE: 1-Feb-2022

Item No.	Bid Item	Quantity	Unit	Delta Electric LLC		VT Electric, Inc.		Towo Enterprise Inc		Budget Electrical Contractors, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of Total Base Bid Price)	1	LS	$22,880.00	$22,880.00	$25,000.00	$25,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
2	Installation per plans, Phase 1.	1	LS	$300,120.00	$300,120.00	$325,705.00	$325,705.00	$400,000.00	$400,000.00	$404,000.00	$404,000.00
	Total Base Bid				**$323,000.00**		**$350,705.00**		**$420,000.00**		**$424,000.00**
Bid Additive "A"											
3	Installation per plans, Phase 2	1	LS	$114,342.00	$114,342.00	$122,835.00	$122,835.00	$191,400.00	$191,400.00	$182,000.00	$182,000.00
	Total Bid Additive				**$114,342.00**		**$122,835.00**		**$191,400.00**		**$182,000.00**
Bid Additive "B"											
4	Installation per plans, Phase 3	1	LS	$40,000.00	$40,000.00	$121,270.00	$121,270.00	$76,900.00	$76,900.00	$120,000.00	$120,000.00
	Total Bid Additive				**$40,000.00**		**$121,270.00**		**$76,900.00**		**$120,000.00**
	Total Base Bid Plus Additive Bid				**$477,342.00**		**$594,810.00**		**$688,300.00**		**$726,000.00**

Addition error, bid additives are provided but not added to the Total

Addition error, bid additives are provided but not added to the Total

Addition error, bid additives are provided but not added to the Total

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT
BID ANALYSIS

PROJECT NO.FCS11012022JN
PROSPECT PARK LIGHTING UPGRADES

BID DATE: 22-Nov-2022
EST. START DATE: 1-Feb-2022

Item No.	Bid Item	Quantity	Unit	Armstrong Cal Builders Inc.		Jcos Development, Inc.		ProCal Lighting Inc.		My Electrician Inc	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of Total Base Bid Price)	1	LS	$26,500.00	$26,500.00	$22,800.00	$22,800.00	$10,000.00	$10,000.00	$45,000.00	$45,000.00
2	Installation per plans, Phase 1.	1	LS	$522,500.00	$522,500.00	$570,000.00	$570,000.00	$600,000.00	$600,000.00	$900,000.00	$900,000.00
	Total Base Bid				**$549,000.00**		**$592,800.00**		**$610,000.00**		**$945,000.00**
Bid Additive "A"											
3	Installation per plans, Phase 2	1	LS	$152,000.00	$152,000.00	$167,000.00	$167,000.00	$230,000.00	$230,000.00	$350,000.00	$350,000.00
	Total Bid Additive				**$152,000.00**		**$167,000.00**		**$230,000.00**		**$350,000.00**
Bid Additive "B"											
4	Installation per plans, Phase 3	1	LS	$78,500.00	$78,500.00	$176,000.00	$176,000.00	$210,000.00	$210,000.00	$350,000.00	$350,000.00
	Total Bid Additive				**$78,500.00**		**$176,000.00**		**$210,000.00**		**$350,000.00**
	Total Base Bid Plus Additive Bid				**$779,500.00**		**$935,800.00**		**$1,050,000.00**		**$1,645,000.00**
						Addition error, bid additives are provided but not added to the Total		Bidder did not submit sub's qualification statement, determined non responsive.			

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/7/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Parks/Betterments	101303	8510		$ 519,172.50
			$	$ 519,172.50

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Donation FOPP	101303	4819		$ 363,000.00
			$	$ 363,000.00

JUSTIFICATION: Prospect Park Lighting Project - partially funded by donation from FOPP of $363,000. The remaining costs of the project to be offset with allocation from the Nevada Palmetto - Parks & Recreation category's unappropriated funds. CC mtg. 3/7/2023

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/Successor Agency Meeting **N. 3. a.**

DATE: 03/07/2023

TO: The Successor Agency Board of Directors

SUBJECT: Approve minutes of the regular meeting of February 7, 2023 (Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of February 7, 2023.

Attachments

Regular meeting minutes of February 7, 2023

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on February 7, 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:	Janice McConnell, Assistant City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Chris Catren, Police Chief; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief

Mayor Pro Tem Barich called the meeting to order and announced there were no closed session matters scheduled for the City Council to consider. The meeting was recessed at 5:00 P.M.

RECONVENE CITY COUNCIL MEETING

Mayor Tejeda reconvened the meeting at 6:00 P.M. and announced that comments could be presented in-person, via Zoom, via cell phone or landline. An invocation was provided by Mayor Pro Tempore Barich. The pledge of allegiance to the American flag was conducted by Franklin Elementary fourth and fifth graders who participate in the Friendly Helpers Program.

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Animal Services Officer Kaitlyn Giroux introduced “Stede”, a three-year-old male German Shepherd mix who is available for adoption, along with forty-one other dogs, four cats and one bird at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been thirteen dogs and six cats adopted in January 2023.

Proclamation Black History Month

Council Member Davis presented a Proclamation in celebration of Black History Month to Human Relations Commissioner Kenneth Ford and Jina Imani of The Artlands.

PUBLIC COMMENT

Elizabeth St Speed Limit - John Mills urged the Council to lower the speed limit on Elizabeth Street, adding that a petition was signed by over 172 residents who consider the conditions to be unsafe for walking, cycling, parking and driving. The street has a number of twisting turns, lacks sidewalks in sections and falls within a school zone. He requested the Council support a 4-way stop sign proposed at Fountain and Elizabeth.

Step Up in Redlands - Reverend Raymond Moorehouse expressed his deep gratitude for the City Council's support of the Step Up in Redlands Project, a permanent supportive housing solution for homeless individuals, which recently began to welcome its first residents. He encouraged the City to be mindful about continuing support of residents as they will face new challenges.

Open Meetings - Dennis Bell complained that the City's Commission and Board meetings lacked transparency and offered spotty access due to the unreliability of Zoom connections.

Timing of Commissioner Term Limits - Andy Hoder raised a potential dilemma with the Street Tree Committee, as four members will be termed out before the committee's annual report can be delivered to Council.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the minutes of the regular meeting of January 17, 2023.

Vote: 5 - 0 Passed

Boards, Commissions, Committees and Outside Agencies

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the 2023 City Council Liaison assignments to the City's Boards, Commissions, Committees and Outside Agencies as presented in the staff report.

Vote: 5 - 0 Passed

Proclamation Celebrating *Mahaparamashivaratri*

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring February 18, 2023 as the celebration of *Mahaparamashivaratri* in the City of Redlands as a gesture of support for those in our community who observe and celebrate this occasion.

Vote: 5 - 0 Passed

Proclamation Celebrating Black History Month

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring the month of February to be Black History Month in the City of Redlands.

Vote: 5 - 0 Passed

Resolution No. 8433 Remote Teleconference Meetings

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8433 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 28 days or until the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) or until the Governor terminates the State of Emergency whichever occurs first.

Vote: 5 - 0 Passed

Orange Blossom Trail Phase 3 Project Contract Amendment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Second Amendment to the Public Works Contract with Deark E&C, Inc. for the Orange Blossom Trail Phase 3 Project to extend the time for completion by sixty (60) calendar days.

Vote: 5 - 0 Passed

CFD Annual Levy Administration & Annexation Agreement Amendment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the contract amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved the Third Amendment to the Agreement with Webb Municipal Finance, LLC increasing the total agreement amount to $86,500; and approved an additional appropriation of $33,577.59. On December 20, 2022, City Council approved the second amendment to the agreement with Webb Municipal Finance, LLC to change the City's representative, to extend the term of the agreement for 3 years through December 31, 2025, increasing the agreement from $56,500 to $86,500 and an additional appropriation of $33,577.59. However, it was discovered the second amendment did not include the increase from $56,500 to $86,500, which is reflected in this third amendment.

Vote: 5 - 0 Passed

Amending State Plan of Operation with Police Department

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, an addendum amending the existing State Plan of Operation between the State and the Redlands Police Department, and authorized the Chief of Police to execute the addendum. This addendum amends the existing State Plan of Operation between the State and the Redlands Police Department and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order 14074 (Section 12), signed on May 25, 2022.

Vote: 5 - 0 Passed

Interlocal Agreement JAG Award

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Interlocal Agreement between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, and the County of San Bernardino concerning distribution of the 2022 Justice Assistance Grant Award; and approved an additional appropriation of $18,431 to the police department.

Vote: 5 - 0 Passed

Vermeer Stump Grinder Purchase

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the purchase of a 2022 Vermeer Stump Grinder for the amount of $106,675.89.

Vote: 5 - 0 Passed

Art-On-State-Street Event

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and approved the special event and authorized the temporary closure of East State Street from 6th Street to 7th Street on March 19, 2023 for the Art-On-State-Street event hosted by the Redlands Art Association.

Vote: 5 - 0 Passed

Solid Waste Compliance Software

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the sole source purchase with Citizen Communications DBA Recyclist for Solid Waste compliance software for the amount of $34,390.

Vote: 5 - 0 Passed

California Market Match Program Grant Acceptance

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously accepted, by roll call vote, the California Market Match Program Grant through the Ecology Center in the amount of $5,200; approved an additional appropriation of $5,200; and approved an in-kind service match of $8,914.25. An in-kind match in the amount of $8,914.25 will be fulfilled through staff time at the market distributing and redeeming the SNAP EBT and Market Match incentives, along with administering the grant. The term of this grant is from January 1, 2023, through December 31, 2024.

Vote: 5 - 0 Passed

Amending Contract Joslyn Senior Center Renovation Project

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the State's CEQA guidelines; and approved the First Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project to extend the time for completion by one hundred fifty (150) calendar days.

Vote: 5 - 0 Passed

Annual Report Citrus Preservation Commission

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to receive and file the Annual Report of the Citrus Preservation Commission by Chairman Michael Day as attached to the staff report.

Vote: 5 - 0 Passed

COMMUNICATIONS

2023 Council Members Academy Conference Report

Council Member Saucedo attended the League of California Cities New Mayors and Council Member Academy held February 1-3, 2023 in Universal City and reported on the organization's mission and goals. He briefly described the intensive three-day conference which included courses related to land use policies, financing, the Brown Act and bullying. In addition, he highlighted one session in particular, entitled "City of Dysfunction Junction", a situational performance that was not only entertaining but educational as well.

Council Member Davis announced that she and City Manager Duggan were honored to be panelists at the conference, and they presented to hundreds of people on the main stage regarding "Developing an Effective City Council and City Manager Team".

Annual Report Airport Advisory Board

Vice Chair Jason Golembeski, of the Airport Advisory Board (AAB), presented the annual report of accomplishments for 2022. The Board consists of several members who possess many years of aviation experience, and they are passionate about the airport and their work to improve the facility. Their goal is to make it safer, to advise the Council on airport related decisions and to act as the conduit between the aviation community and the City Council. Accomplishments included the formation of a safety committee, assessment of wildlife mitigation, Amazon fly overs and the development of a website update. Looking ahead to 2023, the Board will continue to review safety at the airport, continue to address the airspace incursion problem, complete the review of the Airport Layout Plan and continue to grow interest in the airport among the community. Mayor Tejeda and Council Member Davis thanked Mr. Golembeski for his thorough report and his dedication to serving the City.

San Bernardino Regional Housing Trust

Assistant City Manager Boatman introduced Monique Arellano, Council of Governments and Equity Programs Manager, with the San Bernardino Council of Governments, who delivered a presentation on the San Bernardino Regional Housing Trust (SBRHT). The SBRHT will be established by the San Bernardino Council of Governments and intends to provide significant funding and affordable housing development interests in the San Bernardino region. She provided an overview of SBRHT's goals and visions.

The City of Redlands anticipates that SBCTA/SBCOG will administer SBRHT and that each participating party shall make annual contributions toward the budgeted administrative costs of SBRHT. In return, SBRHT will provide services and support to the region and its parties to carry out the purpose of SBRHT. She explained the attached letter of intent was not a commitment, it was provided to identify interest in the participation and further the planning for the establishment of the SBRHT. Final commitment to join the SBRHT will be brought back to the City Council at a later date for consideration and be subject to approval, funding availability, and other factors. Other discussion points included the creation of a Joint Powers Agreement, board member structure and terms, best practices of models already established, benefits of an early commitment from agencies and the positive long term housing benefits for the community. Council Members were in support of the program.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, the submittal of the letter of intent to participate in the San Bernardino Regional Housing Trust to be established by the San Bernardino Council of Governments.

Vote: 5 - 0 Passed

NEW BUSINESS

2023-2024 CDGB Program

Tricia Munoz, of Development Services, presented staff's recommendation for FY 2023-2024 Community Development Block Grant Program (CDBG). In response to this year's NOFA, the City received a total of six eligible PSA applications totaling $99,000 in funding requests and staff is recommending funding for all six requests at $8,506 each. One CIP project was submitted and deemed eligible. It provides for the continued rehabilitation of the Joslyn Senior Center, which includes improvements to the customer service counter and computer lab, to be funded in the amount of $289,210. This project will address compliance with the Americans with Disabilities Act requirements.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to direct staff to prepare the 2023-2024 Community Development Block Grant Program Cooperating City Recommended Projects Form using the recommendation in this report and submit it to the County of San Bernardino Community Development and Housing Division prior to the February 24, 2023, deadline. The recommendations include: $289,210 for Redlands Project: Joslyn Senior Center Rehabilitation Project - Additional ADA Improvements; $8,506 for each of the following PSAs: Family Service Association of Redlands-Housing and Food; Boys & Girls Club of Greater Redlands-Family Strengthening; YMCA of the East Valley-Legal Aid; Steps 4 Life-Transitional Supportive Housing; Partners Against Violence-Supportive Services/Victims of Violence; The Blessing Center-Transitional Housing.

Vote: 5 - 0 Passed

Purchase Solid Waste Collection Vehicles

Assistant City Manager Boatman reviewed the purchase and replacement of five solid waste collection vehicles from Rush Truck Centers in an amount not-to-exceed $2,278,102.70. Of the City’s 43 solid waste vehicles, 19 have exceeded American Public Works Association (APWA) standards and need replacement. The global issue in the parts and labor supply chain is affecting all Heavy Duty OEM Truck Manufactures in North America and currently, the production of truck chassis has been cut back by 50%, resulting in a lead time for specialized truck builds between 12 to 18 months. The recommendation to purchase the five solid waste collection vehicles at this time is to fulfill equipment needs over the next two years.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the purchase and replacement of five solid waste collection vehicles from Rush Truck Centers in an amount not-to-exceed $2,278,102.70.

Vote: 5 - 0 Passed

Contract Award Prospect Park Lighting Upgrades Project

Staff requested this item be pulled from the agenda. The matter will be rescheduled for an upcoming City Council meeting.

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda addressed attendees of the Lincoln Pilgrimage.

Mayor Pro Tem Barich attended the Pet Palooza animal adoption event hosted by Redlands Chrysler Dodge Jeep Ram and enjoyed the Lincoln Shrine Open House and Civil War Re-Enactment.

Council Member Davis attended the 3rd annual Black History group art show, curated by Gina Imani at The Artlands. She and Council Member Saucedo represented the City at the Santa Ana River Trail Phase III Groundbreaking Ceremony, and she participated in the meeting of the Climate Policy Council where attendees were joined by special guests, James and Deborah Fallows.

2023 Homeless-Point in-Time Count - Council Members Guzman-Lowery and Saucedo were pleased to participate in PITC held on January 26 with over 80 volunteers who conducted the annual count.

Council Member Saucedo attended a Water Policy Advisory Commission meeting with Director Harris and he challenged his colleagues to participate in the Community Emergency Response Team (CERT) training and become certified.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:15 P.M. The next regular meeting of the City of Redlands City Council will be held on February 21, 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 Davis, the minutes of the regular meeting of December 6, 2022 were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 7:16 P.M. The next regular meeting of the Agency will be held on March 7, 2023.

City Council/Successor Agency Meeting **N. 3. b.**

DATE: 03/07/2023

TO: The Successor Agency Board of Directors

SUBJECT: Adopt Resolution No. 493 Delegating Investment Authority to the City Treasurer Pursuant to Government Code Section 53607 (City Treasurer Dawes)

MOTION(S):

I move to adopt Resolution No. 493.

RECOMMENDATION:

Staff recommends that the Successor Agency Board adopt Resolution No. 493 to authorize the annual delegation of duties of investing funds of the Successor Agency to the Former Redevelopment Agency of the City of Redlands to the City Treasurer in accordance with Government Code Section 53607.

DISCUSSION:

Government Code Section 53607 allows the Successor Agency to the Former Redevelopment Agency of the City of Redlands to delegate the authority of investing funds of the Agency to the City Treasurer for a one-year period.

ALTERNATIVES:

Not Applicable

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Robert Dawes, City Treasurer

REVIEWED BY:
Janice McConnell, Assistant City Manager
Yvette Abich Garcia, General Counsel

PREPARED BY:
Aimee Hoover, Revenue Manager

Fiscal Impact

Discussion:

There is no fiscal impact associated with approval of this resolution.

Attachments

Annual Delegation of Authority Successor Agency 2023

RESOLUTION NO. 493

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS DELEGATING INVESTMENT AUTHORITY TO THE CITY TREASURER, PURSUANT TO GOVERNMENT CODE SECTION 53607

WHEREAS, Government Code Section 53607 authorizes the legislative body of a local agency to delegate the duties of investing or reinvesting funds of the agency, or to sell or exchange securities so purchased, to the Treasurer of such agency for a period not exceeding one year; and

WHEREAS, it is the desire of the Board of the Successor Agency to the former Redevelopment Agency of the City of Redlands, to delegate investment authority of successor agency funds to the Successor Agency's Treasurer;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. That the Treasurer of the City of Redlands is hereby delegated the authority to invest, or reinvest funds of the Successor Agency, or to sell or exchange securities so purchased, for the period commencing on March 16, 2023 through March 15, 2024, pursuant to Government Code Section 53607.

Section 2. That the Treasurer shall prepare a monthly report to the Board of the Successor Agency of all transactions subject to this Resolution, as required by Government Code Section 53607.

ADOPTED, SIGNED AND APPROVED this 7th day of March, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, Secretary

I, Jeanne Donaldson, Secretary of the Successor Agency, hereby certify that the foregoing Resolution was duly adopted by the Agency Board at a regular meeting thereof held on the 7th day of March, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Jeanne Donaldson, Secretary