CITY OF REDLANDS

CITY COUNCIL
FINANCING AUTHORITY
A G E N D A S
JANUARY 17, 2023

EDDIE TEJEDA
Mayor
PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member
JENNA GUZMAN-LOWERY
Council Member
MARIO SAUCEDO
Council Member
***
JEANNE DONALDSON
City Clerk
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 Redlands Financing Authority of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, JANUARY 17, 2023

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

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

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

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

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

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

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



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

5:00 P.M.

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

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

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

1. Conference with 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

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

   a. Lydia Rodriguez v. City of Redlands, San Bernardino Superior Court Case No. CIVDS1935452

   b. Neitzel v. City of Redlands, San Bernardino Small Claims Case No. SCVA2203323

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6:00 P.M.

D. **Reconvene City Council Meeting**

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

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

G. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Presentation of proclamation recognizing the University of Redlands Men's Water Polo Team to University President, Krista Newkirk and Head Coach Ryan Hall.

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 minutes of the regular meeting of December 20, 2022 (City Clerk Donaldson)

2. Authorize issuance of a proclamation to the University of Redlands Men's Water Polo Team (Mayor Tejeda and Mayor Pro Tem Barich)

3. Adopt Resolution No. 8430 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 30 days (Council Member Davis)

4. Adopt Ordinance No. 2953 (Second Reading) - Changing Chapter 2.02 of the Redlands Municipal Code relating to the selection of the Mayor and Mayor Pro Tempore and their respective terms of office (Council Member Davis)

5. Disclosure of Settlement Agreement and Release of All Claims - Lydia Rodriguez vs City of Redlands; San Bernardino County Superior Court Case No. CIVDS 1935452 (City Attorney Garcia)

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

7. Approve the First Amendment to the sole source Professional Services Agreement with Keyser Marston Associates, Inc., to extend the term end date to June 30, 2023, allowing for the continued performance of professional services associated with the creation of an Inclusionary Housing program (Development Services Director Desatnik)

8. Receive and file Pavement Accelerated Repair Implementation Strategy (PARIS) Program Annual Report (Municipal Utilities and Engineering Director Harris)

9. Approve a First Amendment to the Professional Services Agreement with KOA Corporation for the Citywide Left-Turn Pocket Study and determination that approval of the Amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

10. Adopt Resolution No. 8431 supporting the annexation of Assessor Parcel Number 0300-241-16-0000 by the Yucaipa Valley Water District for potable water, recycled water, and wastewater utility services (Municipal Utilities and Engineering Director Harris)

11. Approve the Bear Valley Mutual Water Company Stock Purchase Agreement with Erin Barnum (Municipal Utilities and Engineering Director Harris)

12. Approve a Professional Services Agreement and Single Source Purchase Order with Wildlife Management Professionals, Inc. for an amount not-to-exceed $24,000 for coyote mitigation services at the Redlands Municipal Airport, and determine that approval of the purchase is exempt from environmental review pursuant to Section 15061 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

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13. Approve the request for in-kind support for $5,554 related to the Downtown Redlands Artwalk event hosted by the Kid's Cures Foundation to be held on March 26, 2023; approve a request to close East State and 5th Streets; authorize the request for the sale and consumption of alcoholic beverages in Ed Hales Park; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

14. Approve a First Amendment to the Public Works Contract with My Electrician Inc. for the Redlands Bowl Electrical and Theatrical Lighting Upgrade, to extend time for completion by ninety (90) calendar days (Assistant City Manager Boatman)

15. Approve a Second Amendment to the Public Works Contract with DEARK E&C, INC. for the Senior Center Outdoor Dining Facilities Construction Project No. 03012022JN to extend the time for completion by sixty (60) calendar days and determine that the project is categorically exempt from environmental review pursuant to Section 15061 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

16. Approve a Professional Services Agreement and Single Source Purchase Order with Coffman Associates, Inc. for an amount not to exceed $98,650 to conduct a wildlife hazard assessment and prepare a wildlife hazard management plan, approve an additional appropriation in the amount of $98,650 and determine that the project is categorically exempt from environmental review pursuant to Section 15306 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman).

17. Approve the request for commercial vendors and the temporary closure of a portion of 5th Street for the Stronger Together Now Giving Sundays within Ed Hales Park on January 29, 2023, February 26, 2023, March 26, 2023, April 30, 2023, September 24, 2023, October 22, 2023, and November 19, 2023; approve a request for in-kind support in the amount of $7,938 related to the events and determination that the events are categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

18. Approve a Professional Services Agreement with Geo-Logic Associates, Inc., for Landfill Hydrogeologic Support at the California Street Landfill for a total amount not to exceed $240,040 and determine that approval of this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

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J. **Communications**

1. Presentation of National Community Survey (NCS) Results (Public Information Officer Baker)

K. **New Business**

1. Consideration of a construction contract with Tryco General Engineering for the 2022 CIP Water Pipeline Replacement Project for an amount not-to-exceed $4,744,111 and determination that the project is categorically exempt from environmental review pursuant to Section 15302 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

2. Consideration of a $30,000 contribution for the 2023 Fourth of July Celebration and determine that the financial support serves a public benefit (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 February 7, 2023

N. **Redlands Financing Authority**

1. Call regular meeting of the Board of Directors of the Redlands Financing Authority to order

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

3. Approve the regular meeting minutes of September 20, 2022 (Secretary Donaldson)

4. Adjourn Redlands Financing Authority meeting
The next Redlands Financing Authority meeting will be held on May 16, 2023

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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 meeting 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/Financing Authority Meeting **I. 1.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of December 20, 2022 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of December 20, 2022.

Attachments

Regular meeting minutes of December 20, 2022

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on December 20, 2022 at 5:00 P.M.

Present: Paul Barich, Mayor
Eddie Tejeda, Mayor Pro Tempore
Denise Davis, Council Member
Jenna Guzman-Lowery, Council Member
Mick Gallagher, 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; Travis Martinez, Deputy 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 Barich called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. This was conducted as a teleconference meeting, with Council Member Guzman-Lowery and City Manager Duggan participating remotely. All votes during the meeting were conducted by roll call. The Mayor offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

Class Action Lawsuit - Steve Rogers clarified that the lawsuit he filed against the City was submitted as a Class Action Lawsuit on behalf of himself and on behalf of all City of Redlands solid waste collection customers who have paid rates and charges in connection with Ordinance No. 2852, that embed the PARIS surcharge. He urged the Council to settle this matter.

CLOSED SESSION

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

Two Cases:

a. Lydia Rodriguez v. City of Redlands, San Bernardino Superior Court Case No. CIVDS1935452

b. Steve Rogers v. City of Redlands, San Bernardino Superior Court Case No. CIVSB2126031

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Guzman-Lowery 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.

ELECTION CERTIFICATION - OATHS - CITY COUNCIL REORGANIZATION

Resolution No. 8397 Election Results Certification

City Clerk Donaldson presented Resolution No. 8397, a resolution of the City Council of the City of Redlands reciting the fact of the general municipal election held on Tuesday, November 8, 2022, declaring the following results and such other matters as provided by law:

Member of the City Council, District 1	Votes
DENISE DAVIS	1,875
TOM BERG	937
RODGIR COHEN	317
ANDREW HODER	379

Member of the City Council District 3	Votes
MIKE SAIFIE	1,692
MARIO JACOB SAUCEDO	2,296

Member of the City Council, District 5	Votes
PAUL T. BARICH	5,353
RICHARD O'DONNELL (Write-In)	1,558

Measure 'F' Principles of Managed Growth Amendment	Votes
YES	8,504
NO	13,763

Measure 'J' Warehouse Business License Tax Increase	Votes
YES	12,135
NO	10,584

On motion of Council Member Mick Gallagher, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved, by roll call vote, Resolution No. 8397 of the City of Redlands reciting the fact of the General Municipal Election held on Tuesday, November 8, 2022, declaring that Denise Davis was elected as a Member of the City Council, District 1; Mario Jacob Saucedo was elected as a Member of the City Council, District 3; and Paul T. Barich was elected as a Member of the City Council District 5; all for a term of four years; Measure F, Amending Principles of Managed Growth was defeated by the People of the City of Redlands and shall not be deemed adopted and ratified; and Measure J related to Business License Tax Rates for Distribution Centers was approved by the People of the City of Redlands and shall be deemed adopted and ratified.

Vote: 5 - 0 Passed

Expression of Appreciation

For his eleven months of service as a Member of the City Council, Mick Gallagher received expressions of gratitude and praise from Mayor Barich. Mr. Gallagher thanked his fellow Council Members and City staff for their dedication and service and he was confident the City was in capable hands for the future.

Administration of Oaths

City Clerk Donaldson administered the oath of office and presented certificates of election to the newly elected Council Members Denise Davis, Mario Saucedo and Paul T. Barich. The inductees took their respective seats at the dais.

Election of Mayor and Mayor Pro Tempore

City Clerk Donaldson conducted the elections of the Mayor and Mayor Pro Tem for a term of two years, announcing nominations do not require a second. She called for nominations for the office of Mayor. Council Member Barich nominated Eddie Tejeda. Council Member Davis nominated Paul Barich, but Mr. Barich declined to accept the nomination. There being no further nominations, Eddie Tejeda was declared the new Mayor.

Ms. Donaldson called for nominations for the office of Mayor Pro Tem for a term of two years. Mayor Tejeda nominated Paul Barich. Council Member Guzman-Lowery nominated Denise Davis. There being no further nominations, a roll call vote was taken:

VOTE: Nominee Paul Barich
Ayes: Paul Barich, Eddie Tejeda, Jenna Guzman-Lowery and Mario Saucedo
Nays: Denise Davis

VOTE: Nominee Denise Davis
Ayes: Denise Davis and Jenna Guzman-Lowery
Nays: Paul Barich, Eddie Tejeda and Mario Saucedo

Paul Barich was declared the new Mayor Pro Tem for a term of two years.

PRESENT:

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

Brief comments were provided by Mayor Tejeda, Mayor Pro Tem Barich and the newly elected and re-elected City Council Members Davis and Saucedo

Mayor Tejeda called for a brief recess at 6:25 P.M. The meeting reconvened at 6:41 P.M.

PUBLIC COMMENT

Congratulations- Maia Pawooskar congratulated the newly elected Council Members and the new Mayor and Mayor Pro Tem and recommended the Council continue striving to make inclusivity a priority and specifically noted the need to include those that are different or disabled.

Common Ground - Andy Hoder thought it was not the Council's duty to correct speakers as they participated in a meeting, and he said that opportunities to address the Council were provided as a platform for speakers to voice their concerns, regardless of their opinions. He suggested there was common ground to be found.

Licensed Engineer - Steve Rogers reiterated his request for the City to require the director of the Municipal Utilities and Engineering Department to be a licensed engineer, who would be responsible for reviewing and negotiating contracts, appraisals and evaluations.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tem Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the minutes of the regular meeting of December 6, 2022.

Vote: 5-0 Passed

2023 Local Appointments List

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Local Appointments List for 2023 in accordance with Government Code Section 54972.

Vote: 5-0 Passed

Planning Commission Appointments

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Marc Shaw and Rich Smith to each serve four-year terms on the Planning Commission beginning January 6, 2023 and ending January 6, 2027.

Vote: 5-0 Passed

Historic and Scenic Preservation Commission Reappointments

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously reappointed, by roll call vote, Kurt Heidelberg, Dr. Lauren Weiss Bricker, and Steven Holm to each serve four-year terms on the Historic and Scenic Preservation Commission ending January 18, 2027.

Vote: 5-0 Passed

Traffic and Parking Commission Appointment

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Kevin Morningstar and Bill Waddell to each serve a four-year term on the Traffic and Parking Commission ending December 20, 2026.

Vote: 5-0 Passed

Resolution No. 8428 Remote Teleconference Meetings

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8428 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 30 days.

Vote: 5-0 Passed

Cultural Arts Commission Reappointment

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously reappointed, by roll call vote, Danielle Giudici-Wallis to serve a four-year term on the Cultural Arts Commission beginning January 6, 2023 and ending January 6, 2027.

Vote: 5-0 Passed

Library Board Reappointments

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously reappointed, by roll call vote, William D. Hatfield and Kate Pretorius to each serve three-year terms on the Library Board of Trustees beginning January 1, 2023 and ending January 1, 2026.

Vote: 5-0 Passed

Ordinance No. 2940 Official City Seal and City Logos

Assistant City Manager McConnell reviewed Ordinance No. 2940, amending Chapter 1.08 of the Municipal Code regarding Custody and Use of the Official City Seal and City Logos, Badges and Patches. The ordinance will provide for important protections of the Seal and Logo. As public comment, Steve Rogers thought it made sense to protect the seal but also asked to see that a code of ethics be reinstated to the employee bargaining unit MOUs.

On motion of Mayor Pro Tem Barich, seconded by Council Member Guzman-Lowery, the City Council unanimously adopted, by roll call vote, Ordinance No. 2940 (Second Reading), amending Chapter 1.08 of the Municipal Code regarding Custody and Use of the Official City Seal and City Logos, Badges and Patches.

Vote: 5-0 Passed

Amending CFD Annual Levy Administration & Annexation Services

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of this 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 Second Amendment to the Agreement with Webb Municipal Finance, LLC changing the name of the City's representative, updating the rate schedule and extending the end term by 3 years from December 31, 2022 to December 31, 2025, in an amount not-to-exceed $86,500; and authorized an additional appropriation in the amount of $33,577.59.

Vote: 5-0 Passed

Resolution No. 8426 DIF Annual Report

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8426, approving the City's annual report of Development Impact Fees for the Year Ended June 30, 2022, and adopting the findings contained therein.

Vote: 5-0 Passed

Payment for Police Computer Aided Dispatch/Records Management System

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, an annual maintenance payment to Motorola Solutions, Inc. in the amount of $96,853.66 for the Police Department's Spillman Computer Aided Dispatch/Records Management System.

Vote: 5-0 Passed

CFD Annual Reports

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to receive and file the Annual Reports for Community Facility District (CFD) No. 2001-1 and Community Facility District (CFD) No. 2003-1 pursuant to Local Agency Special Tax and Bond Accountability Act (SB 165).

Vote: 5-0 Passed

Reject Bids Security Fencing Installation Project

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to reject all bids for the Security Fencing Installation Project. All bids significantly exceeded the approved project budget. Staff will reprioritize bid items and issue a new Request For Bids in the near future.

Vote: 5-0 Passed

Withdrawal Santa Ana River/Mill Creek Exchange Plan Agreement

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, withdrawal from the Santa Ana River - Mill Creek Exchange Plan Agreement; and authorized the City Manager or his designee to issue a withdrawal notice to the San Bernardino Valley Water Conservation District.

Vote: 5-0 Passed

License Agreement CDWR and SBVMWD

On motion of Mayor Pro Tem Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the License Agreement with the California Department of Water Resources and the San Bernardino Valley Municipal Water District.

Vote: 5-0 Passed

Resolution No. 8416 Aproved Contractor List

Municipal Utlities and Engineering Director Harris presented Resolution No. No. 8416, establishing an approved contractor list pursuant to the Uniform Public Construction Cost Accounting Act. The City is a participating agency under the Act and is required to develop and maintain a contractor list under Public Contract Code section 22034 (a)(1). He explained that contractors can be added to the list throughout the year. As public comment, Steve Rogers urged the Council to deny approval of the list, questioned whether the City analyzes submittals in a proper way to obtain the best services possible and raised concerns about the qualifications of RK Engineering who performed the recent traffic study.

On motion of Mayor Pro Tem Barich, seconded by Council Member Saucedo, the City Council unanimously determined, by roll call vote, that approval of Resolution No. 8416 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and approved Resolution No. 8416, establishing an approved contractor list pursuant to the Uniform Public Construction Cost Accounting Act .

Vote: 5-0 Passed

Resolution No. 8419 Water Systems Master Plan

Municipal Utilities and Engineering Director Harris provided details of Resolution No. 8419 approving the 2022 Water Systems Master Plan. The Plan was developed over a 6-8 month period, includes water and non-potable water and will be a valuable tool to ensure the sustainability of water infrastructure. The Plan will assist staff with Capital Improvement Program (CIP) prioritization to meet current and future customer demands. As public comment, Steve Rogers said master plans should be integrated as a part of the General Plan and be approved with a full EIR and he added he did not see a final engineering stamp on the document.

On motion of Mayor Pro Tem Barich, seconded by Council Member Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the 2022 Water Systems Master Plan is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8419 approving the 2022 Water Systems Master Plan.

Vote: 5-0 Passed

Resolution No. 8420 Grant Application CDWR Drought Relief Funding

Municipal Utlities and Engineering Director Harris reviewed Resolution No. 8420 authorizing the submittal of a grant application to the California Department of Water Resources for the 2022 Urban Community Drought Relief Funding Program requesting supplemental funding for the engineering and replacement of the Sunset Reservoir. As public comment, Steve Rogers said he thought this request for funding appeared to be related to the Water Systems Master Plan just approved, and he restated his opinion that the

Plan was thrown together haphazardly.

On motion of Mayor Pro Tem Barich, seconded by Council Member Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8420 authorizing the submittal of a grant application to the California Department of Water Resources for the 2022 Urban Community Drought Relief Funding Program requesting supplemental funding for the engineering and replacement of the Sunset Reservoir.

Vote: 5-0 Passed

Automated License Plate Recognition Cameras Services Agreement

Deputy Police Chief Martinez introduced an Agreement with the Flock Group, Inc. for the lease of automated license plate recognition cameras and he described the many benefits provided by the cameras, which have been instrumental in solving over 150 cases. As public comment, Joshua Hall said that added surveillance did not make him feel safer and he was concerned the City was pulling data to create profiles to use against residents. Andy Hoder admitted he was skeptical of the surveillance technology at first, but he was amazed at how well they were working to catch criminals and there appeared to be no misuse of the data.

On motion of Mayor Pro Tem Barich, seconded by Council Member Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Additional Services Agreement with the Flock Group, Inc. for the lease of automated license plate recognition cameras in the amount of $69,550 for two years.

Vote: 5-0 Passed

Amending Allied Universal Security Services Agreement

On motion of Mayor Pro Tem Barich, seconded by Council Member Guzman-Lowery, the City Council unanimously approved, by roll call vote, the First Amendment to the Agreement with Universal Protection Service, LP, DBA Allied Universal Security Services to amend the total to an amount not to exceed $135,785.28 for security services at the facility located at 300 E. State Street.

Vote: 5-0 Passed

AYSO In-Kind Support Use of Redlands Sports Park

Assistant City Manager Boatman introduced the request to consider in-kind support for use of the Redlands Sports Park in the amount of $66,584 for Redlands Region 50 of the American Youth Soccer Organization (AYSO). The City considers AYSO a valued partner and is committed to ensuring the continued success of AYSO in Redlands. AYSO's previous agreement was terminated on December 14, 2022, and the City plans to issue a one-year permit to AYSO to allow continued and uninterrupted use of the Sports Park while negotiations proceed. The previous agreement included the use of all fields during all usable hours. Consequently, AYSO would normally be subject to a significantly higher

fee under the City's current fee structure than it previously paid. Therefore, a contribution of in-kind support is necessary to allow AYSO to use the fields for a fee comparable to its previous rent. As public comment, Steve Rogers was opposed to terminating the AYSO contract and he was worried the City was putting too much financial burden on the all-volunteer organization. He thought the City should use ARPA funds for the increased fees.

On motion of Mayor Pro Tem Barich, seconded by Council Member Guzman-Lowery, the City Council unanimously approved, by roll call vote, the in-kind support for use of the Redlands Sports Park in the amount of $66,584 for Redlands Region 50 of the American Youth Soccer Organization.

Vote: 5-0 Passed

COMMUNICATIONS

SBVMWD Regional Recycled Water Ad Hoc Committee

Mayor Pro Tem Barich explained the need to select two City Council representatives to serve on the Regional Recycled Water Ad Hoc Committee of the San Bernardino Valley Municipal Water District.

On motion of Mayor Pro Tem Barich, seconded by Council Member Saucedo, the City Council unanimously designated, by roll call vote, Mario Saucedo as the primary delegate and Paul Barich as the secondary delegate to serve as the Redlands City Council representatives on the San Bernardino Valley Municipal Water District Regional Recycled Water Ad Hoc Committee.

Vote: 5-0 Passed

Process for Filling Vacancies on the City Council

Mayor Pro Tem Tejeda opened the discussion regarding Ordinance No. 2954 and Resolution No. 8429 related to the process for filling vacancies on the City Council. He pointed out that since he has served on the Council since 2016, there have been three appointments made. His desire was to establish a formal process that would provide for more accountability and transparency when considering a future vacancy. The process would require that the City Council first consider the appointment of any interested former council member who lived in the district of the vacated council seat. If no former council member was interested in the appointment or lived in the district, the City Council would open the process to any interested resident living in the district. The Council could also consider the option of filling the vacancy by holding a special election.

Council Members each provided insight into the proposal before them. Mayor Pro Tem Barich and Council Members Davis and Guzman-Lowery preferred the application process as they said it provided for a more equitable and transparent approach, since it would be open to all qualified residents who lived in the district of the vacated seat. Council Member Saucedo saw value in Mayor Tejeda's proposal and agreed that filling a vacancy with someone who had already served on Council would bring invaluable experience to the table.

As public comment, Andy Hoder reminded the Council that they were here to serve the public and just because someone had been on the Council in the past, didn't necessarily mean they would bring the necessary qualities to best serve the City. Kenneth Ford, Kathy Sadanala, Jenn Kim, Dr. Traci Lownethal and John Roach supported an open and fair application process and said former council members could apply if they were interested. Richard O'Donnell insisted a special election would best serve the residents of the district. Steve Rogers recommended the Council strongly dissuade any elected official from resigning early and thought that term limits should be established for the City Council.

It was agreed no action would be taken and on motion of Council Member Davis, seconded by Mayor Pro Tem Barich, the City Council unanimously agreed, by roll call vote, to take no action on Ordinance No. 2954 and Resolution No. 8429.

Vote: 5-0 Passed (Approved to take no action)

PUBLIC HEARINGS

Resolution No. 8427 Street Vacation No. 186 Jasper Avenue

Mayor Tejeda opened the public hearing and called on Development Services Director Desatnik, for a summary of a proposed street vacation (SV 186). The Applicant, Madison Capital Group, requested the City vacate an excess public right-of-way that is three (3) feet wide and 404 feet in length along the westerly side of Jasper Avenue, and along the eastern property line of the commercial property located at the southwest corner of the Naples Avenue Jasper Avenue intersection. One written comment was received from Southern California Gas Company, stating they did not maintain gas piping facilities within the proposed area. With no further discussion, the Mayor closed the public hearing.

On motion of Council Member Saucedo, seconded by Council Member Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8427 to vacate the portion of Jasper Avenue along the east property line street frontage of the parcel located at the southwest corner of Naples Avenue and Jasper Avenue (APN: 0298-051-07-0000).

Vote: 5-0 Passed

Resolution No. 8424 Street Vacation No. 187 North Church Street

Mayor Tejeda opened the public hearing and called on Development Services Director Desatnik, for a summary of a proposed street vacation (SV 187). The Applicant, Michael Frazier, requested the City vacate an excess public right-of-way that is four (4) feet wide and 152.91 feet in length along the easterly side of North Church Street, and across the front property line of the residential property located 710 North Church Street. One written comment was received from Southern California Gas Company, stating they did not maintain gas piping facilities within the proposed area. With no further discussion, the Mayor closed the public hearing.

On motion of Council Member Saucedo, seconded by Mayor Pro Tem Barich, the City

Council unanimously approved, by roll call vote, Resolution No. 8424, approving Street Vacation No. 187 to vacate an excess public right-of-way that is four (4) feet wide and 152.91 feet in length along the easterly side of North Church Street, and across the front property line of the residential property located 710 North Church Street (APNs: 0170-071-03-0000 and 0170-071-04-0000)

Vote: 5-0 Passed

Resolution No. 8425 Street Vacation No. 188 Highland Avenue

Mayor Tejeda opened the public hearing and called on Development Services Director Desatnik, for a summary of a proposed street vacation (SV 188). The Applicant, Hicks and Harwick, Inc., requested the City vacate excess public right-of-way along East Highland Avenue, which is ten (10) feet wide and 998 feet in length, along the southerly side of East Highland Avenue and approximately 50 feet west of Redlands Street/South Lincoln Street, along the entire frontage of the previously approved Tract Map No. 20065. As public comment, Steve Rogers wondered why the City was not receiving compensation for the vacation. He maintained this was an engineering function and not something that should fall under the Development Services Department, and he added that utility companies should be notified of vacating right-of-way intentions. Director Desatnik said the City does contact all utility companies in advance and land use engineers work out of the Development Services Department and have properly reviewed the items. One written comment was received from Southern California Gas Company, stating they did not maintain gas piping facilities within the proposed area. With no further discussion, the Mayor closed the public hearing.

On motion of Council Member Saucedo, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8425, vacating excess public right-of-way along East Highland Avenue, which is ten (10) feet wide and 998 feet in length, along the southerly side of East Highland Avenue and approximately 50 feet west of Redlands Street/South Lincoln Street, along the entire frontage of the previously approved Tract Map No. 20065 (APN: 0174-161-25-0000).

Vote: 5-0 Passed

NEW BUSINESS

Ordinance No. 2953 Selection of Mayor and Mayor Pro Tempore

On December 6, 2022, Council Member Davis proposed an alternative method for the selection of the Mayor and Mayor Pro Tem and as a result of their discussions, Council directed staff to bring forth changes to the City's Municipal Code as it pertains to the selection of the Mayor and Mayor Pro Tem. She explained the proposal under review tonight, outlined a 1-year seniority-based rotation with the most senior Council Member becoming Mayor, and the 2nd most senior serving as Mayor Pro Tem. At the end of the 1-year term, the Mayor Pro Tem would then rotate into the role of Mayor. An "opt-out" clause was included in the proposal to allow a Council Member to decline serving as Mayor. Ordinance No. 2953 removes language concerning the selection of Mayor and Mayor Pro Tem and their terms of office from the municipal code. Resolution No. 8414

replaces the previous selection process, describes the seniority based rotation, and will take effect on the effective date of Ordinance No. 2953.

Council Members offered their perspectives regarding the proposal, with Council Members Guzman-Lowery and Davis pointing out that the methodology was designed to represent the districts equally and provide for inclusivity and diversity. Council Member Saucedo favored the current system that allowed for council members to determine who would fill the leadership roles for two years. Mayor Pro Tem Barich said he was not opposed to the rotation method in general, but could not accept a 1-year rotation model, stating he thought one year was not enough time to properly learn the mayoral role. Mayor Tejeda was not convinced the rotation proposal served the City's best interests and that while other cities may have implemented the process, it did not automatically mean it was suited for Redlands.

As public comment, five speakers, including Kathy Sadanala, Jenn Kim, John Roach, Traci Lowenthal and Richard O'Donnell supported the annual rotation method because the system was equitable and provided for a defined timeline allowing each district access and opportunity to serve in the top leadership roles. Richard O'Donnell did add, though, that he was opposed to an opt-out clause and urged Council to remove this so that every district was represented. Gail Howard and Andy Hoder opposed the rotation methodology and thought it focused only on making sure everyone had a chance to be mayor, and not on whether people possessed appropriate leadership skills to serve. Steve Rogers raised his dislike of the by-district election system and thought that voters had less representation now that they were allowed to vote for only one candidate.

During a lengthy dialogue, Council Members considered the merits of a 2-year term versus a 1-year term, the rotation timing and whether it appropriately coincided with the election cycle, and the time required to assume the extra duties required of the mayor. Council Members searched for consensus and worked towards a compromise, agreeing to a rotation schedule that would keep the terms of office of the mayor and mayor pro tem to two years.

On motion of Council Member Davis, seconded by Mayor Tejeda, the City Council introduced, by roll call vote, Ordinance No. 2953 changing Chapter 2.02 of the Redlands Municipal Code relating to the selection of the Mayor and Mayor Pro Tem, their respective terms of office; and adopted Resolution No. 8414, as amended, to provide for a rotating schedule beginning December 2024 and continuing thereafter, every even numbered year.

Vote: 4-1 Passed
NAY: Council Member Mario Saucedo

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Due to the late hour, no Council Member announcements were presented.

ADJOURNMENT

With no further action required, Mayor Tejeda adjourned the meeting at 9:18 P.M. With the cancelation of the January 3, 2023 City Council meeting, the next regular meeting of the City of Redlands City Council will be held on January 17, 2023.

City Council/Financing Authority Meeting **I. 2.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation to the University of Redlands Men's Water Polo Team (Mayor Tejeda and Mayor Pro Tem Barich)

MOTION:

I move to authorize issuance of a proclamation to the University of Redlands Men's Water Polo Team.

Attachments

Proclamation for U of R Men's Water Polo

PROCLAMATION

University of Redlands Men's Water Polo Team

WHEREAS, The University of Redlands Men's Water Polo Team won the USA Water Polo Division III Collegiate National Championship on Sunday, December 4, 2022; and

WHEREAS, A National Championship is the highest possible achievement for student athletes; and

WHEREAS, The Men's Water Polo team has had a long and very distinguished history, their win marks the first time they have been crowned National Champions in program history;

WHEREAS, the Men's Water Polo Team consists of the following students:
Liam Murphy '23, Brandon Khalil '23, Curren McCarthy '24, Alec Abrahamian '24, Michael Driscoll '23, Andrew Higginson '24, Ron Gvishi '25, Ethan Beaty '23, Emerson Kropp '24, Eamon Greathouse '26, Drake Moody '23, Dan Bajda '24, Michael Maher '23, Thomas Byrne '25, Spencer Sellwood '24, Callum Norman '25, Austin Galanski '25, Reed Caron '23, Jake Rose '24, Owen Nishimura '25, Jack Ryan '25, Andrew Sorenson '25, Max Wagener '25, Tanner Whitson '25, Owen DeCourcy '26, Jack Everett '25, Nathaniel Rucker-Jensen '23, and Spencer Clinton '25; and

WHEREAS, Director of Athletics Jeff Martinez, Head Coach Ryan Hall, Assistant Coaches Chris Gielen and John Anderson, and Head Athletic Trainer Justin Porta are to be commended for using their time and talents to train, inspire, and support this team every step of the way;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby congratulate the coaching and training staff and student athletes of the University of Redlands Bulldogs Men's Water Polo Team on their outstanding achievement.

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

_____
Eddie Tejeda, Mayor

_____
Paul Barich, Mayor Pro Tem

Attest:

_____
Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **I. 3.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8430 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 30 days (Council Member Davis)

MOTION:

I move to adopt Resolution No. 8430.

DISCUSSION:

On December 20, 2022, the City Council adopted Resolution No. 8428 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 30 days ending January 18, 2023. AB 361, signed into law on September 16, 2021, amends Government Code Section 54953 to provide the authority and specific requirements for public agencies to hold virtual meetings during a proclaimed state of emergency and remain in compliance with the Brown Act.

In accordance with Government Code Section 54953 (e)(3), the City Council must review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency. With the adoption of Resolution No. 8430, the City Council is reaffirming its findings and compliance with AB 361 for an additional 30 days ending February 15, 2023.

SUBMITTED BY:
Council Member Denise Davis

Attachments

Reso. No. 8430 Teleconference Meeting

RESOLUTION NO. 8430

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS 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 THIRTY DAYS

WHEREAS, COVID-19 (also known as the "Coronavirus Disease") is a respiratory disease that has spread across the globe, with thousands of confirmed cases in California, including within the City of Redlands ("City"); and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency based on the threat caused by COVID-19, and the President of the United States issued a proclamation declaring a national emergency concerning COVID-19 beginning March 1, 2020; and

WHEREAS, in response to COVID-19, the Governor of the State of California issued a proclamation of a state of emergency on March 4, 2020; and

WHEREAS, the City Council of the City adopted a proclamation of a local emergency related to the COVID-19 virus on March 17, 2020; and

WHEREAS, the City is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the City Council and City boards, commissions, and committees (hereafter collectively referred to as "legislative bodies;") and

WHEREAS, all meetings of the City Council and legislative bodies are open and public as required by the Ralph M. Brown Act ("Brown Act") (Government Code section 54950 *et seq*.), so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Code section 54953(b)(3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;
4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and
5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e), allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition of Government Code section 54953(b)(3) is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, caused by conditions as described in Government Code section 8558; and

WHEREAS, the Governor's proclamation of a state of emergency includes area within the jurisdictional boundaries of the City; and

WHEREAS, Government Code section 54953(e)(3)(A-B), added by AB 361, provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when the City Council has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency because COVID-19 continues to directly impact the ability of the members of City Council and the members of the City's boards, commissions, and committees to meet safely in person; and

2. The State of California and the County of San Bernardino continue to recommend measures to promote social distancing; and

WHEREAS, Government Code Section 54953(e) further requires that state or local officials have imposed, or recommended, measures to promote social distancing, or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the City in that (i) state and local officials do recommend social distancing measures, and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths, such that meeting in person would present imminent risk to health or safety of attendees; and

WHEREAS, the City Council affirms that it will allow for observation and participation by City Council members as well as board, commission, and committee members and the public, via Zoom, or other appropriate technology, in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, Government Code Section 54953 (e)(3) further requires that the City Council review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS HEREBY RESOLVES AS FOLLOWS:

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

Section 2. The City Council finds that the state of emergency conditions related to COVID-19 as set forth in the Governor's and City's proclamations of emergency are on-going.

Section 3. The City Council further finds that State and county officials recommend social distancing conditions causing imminent risk to attendees as described above exist.

Section 4. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor, and the City, and affirms, authorizes, and proclaims the existence of a local emergency throughout the City.

Section 5. The City Council finds that the state of emergency because COVID-19 continues to directly impact the ability of members of the City Council and the members of the City's boards, commissions, and committees to meet safely in person and such fact creates an imminent health risk to such members.

Section 6. The City Council hereby authorizes the City Council, and all of the boards, commissions, and committees of the City, to conduct their meetings without compliance with Government Code section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code section 54953(e).

Section 7. The City Manager and City Clerk are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code section 54953(e), and other applicable provisions of the Brown Act, for all City Council meetings, and all boards, commissions, and committee meetings of the City.

Section 8. This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) February 15, 2023, or (ii) such time as the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all City legislative bodies may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e).

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

ATTEST: Eddie Tejeda, Mayor

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a special meeting thereof held on the 17th day of January 2023.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **I. 4.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2953 (Second Reading) - Changing Chapter 2.02 of the Redlands Municipal Code relating to the selection of the Mayor and Mayor Pro Tempore and their respective terms of office (Council Member Davis)

MOTION(S):

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

I move to adopt Ordinance No. 2953.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2953 changing Chapter 2.02 of the Redlands Municipal Code relating to the selection of the Mayor and Mayor Pro Tempore and their respective terms of office.

DISCUSSION:

Ordinance No. 2953 was introduced at the City Council's regular meeting on December 20, 2022. The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office. The City Council is asked to consider the adoption of Ordinance No. 2953.

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2953.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $300

Attachments

Ordinance No. 2953 Selection of Mayor and Mayor Pro Tempore

ORDINANCE NO. 2953

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 2.02 OF THE REDLANDS MUNICIPAL CODE RELATING TO THE SELECTION OF THE MAYOR AND MAYOR PRO TEMPORE AND THEIR RESPECTIVE TERMS OF OFFICE

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 2.02 of the Redlands Municipal Code, titled "City Council," is hereby amended to read as follows:

"CHAPTER 2.02
CITY COUNCIL

SECTION:

2.02.010: Time and Place of Meetings
2.02.020: Selection of Mayor and Mayor Pro Tempore; Terms of Office
2.02.030: Compensation; Schedule
2.02.040: Compensation; Determination of Population
2.02.050: Compensation; Increase Procedure

2.02.010: TIME AND PLACE OF MEETINGS:

The time for holding the regular meetings of the city council shall be the first and third Tuesday of each month at five o'clock (5:00) P.M. in the council chambers, Civic Center, 35 Cajon Street, Suite 2, Redlands, California. If any such regular meeting falls on a legal holiday, the meeting shall be held on the next city business day.

2.02.020: SELECTION OF MAYOR AND MAYOR PRO TEMPORE; TERMS OF OFFICE:

The city council shall choose one of its members as mayor, and one of its members as mayor pro tempore pursuant to a process set forth in a separate resolution of the city council, which resolution may be amended from time to time.

2.02.030: COMPENSATION; SCHEDULE:

Members of the city council shall be compensated according to the following schedule:

A. When the population of Redlands is up to and including thirty five thousand (35,000) in population, three hundred dollars ($300.00) per month;

B. When the population of Redlands is over thirty five thousand (35,000) up to and including fifty thousand (50,000) in population, four hundred dollars ($400.00) per month;

C. When the population of Redlands is over fifty thousand (50,000) up to and including seventy five thousand (75,000) in population, five hundred dollars ($500.00) per month;

D. When the population of Redlands is over seventy five thousand (75,000) up to and including one hundred fifty thousand (150,000) in population, six hundred dollars ($600.00) per month.

2.02.040: COMPENSATION; DETERMINATION OF POPULATION:

For the purposes of sections 2.02.030 through 2.02.050 of this chapter, the population of the city shall be determined either by the last preceding federal census, or by any subsequent census, or by an estimate validated by the state of California department of finance.

2.02.050: COMPENSATION; INCREASE PROCEDURE:

A. The compensation of city council members may be increased beyond the amount provided in section 2.02.030 of this chapter by an ordinance, or by an amendment to an ordinance, but the amount of the increase may not exceed an amount equal to five percent (5%) for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance, or ordinance amendment, is enacted. No salary ordinance shall be enacted or amended which provides for automatic future increases in salary.

B. Pursuant to City of Redlands Ordinance No. 2886 adopted in accordance with this section 2.02.030, and notwithstanding any other provision of this chapter, the compensation of city council members shall be fourteen hundred dollars ($1,400.00) per month, commencing with the first full City pay period after January 1, 2023.

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.

_____
Mayor, City of Redlands

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the __ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **I. 5.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement Agreement and Release of All Claims - Lydia Rodriguez vs City of Redlands; San Bernardino County Superior Court Case No. CIVDS 1935452 (City Attorney Garcia)

DISCUSSION:

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

SUBMITTED BY:

Larry Alms, Administrative Analyst

REVIEWED BY:

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

Attachments

A. Settlement Agreement

AGREEMENT OF SETTLEMENT AND GENERAL RELEASE

1. *PARTIES*: The parties to this Agreement of Settlement and General Release ("Agreement") are LYDIA RODRIGUEZ ("Plaintiff"), and CITY OF REDLANDS ("Defendant").

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

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

2.2 Such disputes and controversies include, but are not limited to, the claims, demands and case or causes of action set forth by the parties hereto in a civil action pending in the San Bernardino County Superior Court and entitled Lydia Rodriguez v City of Redlands, et al., Case No. CIVDS 1935452.

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

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

4. *PAYMENT*: Concurrently with the execution of this Agreement, Defendant shall pay to Plaintiff, the aggregate sum of SEVENTY-FIVE THOUSAND Dollars ($75,000.00), payable as follows: CARPENTER, ZUCKERMAN & ROWLEY; SWEET JAMES LLP; and LYDIA RODRIGUEZ. Each party shall bear their own fees and costs incurred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. *MISCELLANEOUS*:

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

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

8.3 This Agreement is binding upon and shall inure to the benefit of the parties hereto,

their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, successors in interest and shareholders.

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

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

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

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

This Agreement, consisting of five pages, is made and entered into on and as of January 4, 2023, in Redlands, California, and is effective as of this date.

DocuSigned by:
Lydia Rodriguez
R48C9A8B5B7144A...

LYDIA RODRIGUEZ, Plaintiff

CITY OF REDLANDS

BY: _____
Eddie Tejeda, Mayor

ATTEST

BY: _____
JEANNE DONALDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

DocuSigned by:
BENJAMIN G. BERKLEY

BENJAMIN BERKLEY, Attorney for Plaintiff
Lydia Rodriguez

BRUCE E. DISENHOUSE, Attorney for Defendant
City Of Redlands

City Council/Financing Authority Meeting **I. 6.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Side Letter Agreement between the City and the Redlands Association of Safety Management Employees (Assistant City Manager McConnell)

MOTION(S):

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

I move to approve the Side Letter Agreement between the City and the Redlands Association of Safety Management Employees.

RECOMMENDATION:

Staff recommends City Council approve the Side Letter Agreement between the City and the Redlands Association of Safety Management Employees.

DISCUSSION:

The City recognizes that it is becoming increasingly difficult to hire and retain qualified employees across the organization. The City currently has 90 vacancies. In addition, the employee turnover rate is 15.8% which is a 6.3% increase over the same period last year. In an effort to retain staff, the City is offering a $3,500 retention bonus to its employees. The City met and conferred with the Redlands Association of Safety Management Employees and agreed to the terms as set forth in the attached side letter. Eligible employees will receive the retention bonus within 60 days of approval. All other provisions of the Memorandums of Understanding between the City and the Redlands Association of Safety Management Employees are unaffected by this agreement.

ALTERNATIVES:

NA

STRATEGIC PLAN:

NA

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Stephen Crane, Police Commander/RASME President

PREPARED BY:
Tommi Ng, Assistant Director, Human Resources/Risk Management

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Fiscal Impact

Discussion:

The cost of the retention bonus for the Redlands Association of Safety Management Employees is $14,000. Salary savings will be used to cover these costs.

Attachments

RASME Side Letter

CITY OF REDLANDS AND REDLANDS ASSOCIATION OF SAFETY MANAGEMENT EMPLOYEES

SIDE LETTER OF AGREEMENT (2023)

This Side Letter of Agreement amending the July 1, 2018 — June 30, 2023 Memorandum of Understanding between Redlands Association of Safety Management Employees (RASME) and the City of Redlands ("City") is made and entered into this 17th day of January, 2023. RASME and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, RASME and the City agreed to a Memorandum of Understanding ("RASME MOU") for the period of July 1, 2018 to June 30, 2023; and

WHEREAS, the Parties now wish to agree to a one-time, $3,500 Retention Bonus; and

WHEREAS, representatives of the City and RASME have met and conferred in good faith, and now wish to effect this change with respect to the RASME MOU;

NOW, THEREFORE, in consideration of the mutual promises contained herein, RASME and the City agree as follows:

AGREEMENT

Effective within 60 days following approval and adoption of this Side Letter Agreement, the City will provide a one-time $3,500 Retention Bonus for all active employees on payroll at the time of the payout, excluding any employees who received a hiring incentive after October 1, 2022.

CITY OF REDLANDS

_____

Eddie Tejeda, Mayor

RASME

_____

Stephen Crane, RASME President

Attest:

_____

Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **I. 7.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the sole source Professional Services Agreement with Keyser Marston Associates, Inc., to extend the term end date to June 30, 2023, allowing for the continued performance of professional services associated with the creation of an Inclusionary Housing program (Development Services Director Desatnik)

MOTION(S):

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

I move that City Council approve the First Amendment to extend the term of the agreement to June 30, 2023.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the sole source agreement with Keyser Marston Associates, Inc., extending the end term of the contract term to June 30, 2023, to allow for the completion of an Inclusionary Housing program which includes the development of the ordinances associated with the implementation of this program.

DISCUSSION:

On October 4, 2022 (Agenda Item No. J.1.), the City Council approved a sole source agreement with Keyser Marston Associates, Inc., to complete a financial evaluation and creation of an Inclusionary Housing program. While the financial evaluation is complete, additional time is needed to meet with and seek input from the Planning Commission, City Council, and the community to develop the policy recommendations.

ALTERNATIVES:

City Council may elect not to approve this action and provide alternative direction to staff. However, not approving this action would impact the completion of the Inclusionary Housing Program plan.

STRATEGIC PLAN:

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

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Tricia Munoz, Development Services/Management Analyst

Fiscal Impact

Fiscal Year:	2022-23
Revenue Generating:	No
Appropriation Required Y/N:	N

Discussion:

Approval of this item will not result in an impact on the General Fund.

Attachments

First Amendment_Keyser Marston Associates Inc
Original Agreement_Keyser Marston Associates Inc

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of professional services associated with the development of an Inclusionary Housing program ("Agreement"), dated October 4, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Keyser Marston Associates, Inc., a California corporation ("Consultant"), is made and entered into this 17th day of January, 2023.

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on October 4, 2022, for the provide an Inclusionary Housing program to the City;

WHEREAS, the Parties entered into a First Amendment to the Agreement ("First Amendment") on January 17, 2023; and

WHEREAS, it is the desire of the Parties to amend their existing Agreement, specifically to make a change extending the deadline for the performance of the services by the Consultant.

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

AGREEMENT

Section 1. Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by June 30, 2023, unless the Services are terminated earlier as provided for herein."

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

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

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

KEYSER MARSTON ASSOCIATES, INC.

By: _____
Kathleen Head, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of development of an Inclusionary Housing program ("Agreement") is made and entered in this 4th day of October 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Keyser Marston Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide financial evaluation services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Brian Desatnik, Development Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by December 31, 2022, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of fifty thousand four hundred dollars ($50,400). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Schedule Title") which is attached hereto and incorporated herein by reference.

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

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

CITY:

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

CONSULTANT:

Kathe Head, President
Keyser Marston Associates, Inc.
777 South Figueroa Street
Suite 2555
Los Angeles, CA 90017
khead@keysermarston.com
Phone: (213) 622-8095 x 401

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a

provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by

the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to

perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

KEYSER MARSTON ASSOCIATES, INC.

By: Kathleen Head
Kathe Head, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

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EXHIBIT "A"

SCOPE OF SERVICES

A. Inclusionary Housing: Financial Evaluation

1. In 2015, the California Supreme Court ruled in the *California Building Industry Association v. City of San Jose, 61 Cal 4th 435* (San Jose) that Inclusionary Housing ordinances should be viewed as use restrictions that are a valid exercise of a jurisdiction's zoning powers. The San Jose ruling only applies to ownership residential development. The parameters of the San Jose case did not include Inclusionary Housing restrictions on rental development.

2. In September 2017 the California Legislature adopted AB 1505.[1] This legislation, which is known as the "Palmer Fix", allows jurisdictions to adopt ordinances that impose income and affordability requirements on rental residential projects.[2] AB 1505 also requires jurisdictions to identify alternative methods for fulfilling the affordable housing obligations. These options include, but are not limited to:

a. In-lieu fee payment;

b. Off-site construction of affordable housing units;

c. Dedication of land for affordable housing development; and

d. The acquisition and rehabilitation of existing units.

3. California Government Code Section 65915 et seq. (Section 65915) imposes density bonus requirements on projects that fulfill defined income and affordability restrictions.

FOUNDATIONAL ASSUMPTIONS: FINANCIAL EVALUATION

Prototype Developments

The purpose of the KMA analysis will be to evaluate the financial feasibility of imposing Inclusionary Housing requirements on the housing types anticipated to be developed in Redlands. As pertinent, KMA proposes to evaluate the following residential product types:

1. Single Family Homes;

2. Townhomes and Condominiums; and

3. Apartment projects.

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1 AB 1505 amended Section 65850 of the California Government Code and added Section 65850.01.

2 In 2009, the California Court of Appeal ruled in *Palmer/Sixth Street Properties L.P. v. City of Los Angeles, 175 Cal. App. 4th 1396* that the imposition of Inclusionary Housing requirements on rental housing development violates the Costa-Hawkins Rental Housing Act. AB 1505 supersedes this decision.

For analysis purposes, KMA will create prototype developments for the identified housing types. These prototypes will be developed in consultation with the City staff, and they will be representative of project types being developed in Redlands. KMA will also evaluate the potential for the Section 65915 density bonus to be used to mitigate the financial impact created by the imposition of Inclusionary Housing requirements on the prototype developments.

Information Needs

The foundation of the Financial Evaluation will be a market analysis, the use of KMA's proprietary pro forma models, and affordability gap analyses. To undertake this analysis it would be useful for KMA to be provided with the following information:
1. The most recent draft of the City's Sixth Cycle Housing Element.

2. Any housing strategy information that has recently been prepared by the City.

3. A representative sample of for sale and rental residential projects that have been proposed and/or developed within the past 10 years. The information should include:

a. Detailed scope of development;

b. Development plans if available;

c. The site's zoning designation and development standards; and

d. The parking requirements being imposed.

4. An identification of sites in Redlands that are available for the development of residential uses. The information provided should include the zoning designation and development standards imposed on the parcels.

5. The City's current Section 65915 density bonus ordinance.

6. The parking requirements imposed on multifamily and single family residential development.

7. Estimates of the public permits and fees costs for residential development broken down into per unit costs associated with typical planning fees, impact fees imposed by the City; school fees, and fees imposed by jurisdictions other than the City.

Recommended Inclusionary Housing Program Characteristics

The Financial Evaluation will be used to assist KMA in recommending the following Inclusionary Housing program characteristics:
1. Identification of project types that may be exempt from the Inclusionary Housing requirements.

2. The threshold project size that will trigger the Inclusionary requirements.

3. The percentage of affordable units that will be required to be provided.

4. The income and affordability restrictions that will be imposed.

5. The comparability standards that will be imposed on Inclusionary Units.

6. The treatment of Inclusionary Housing requirements that result in a fractional unit affordable housing requirement.

7. Alternatives to developing the Inclusionary Units on site within the proposed market rate project including:

a. A fee that would be paid in lieu of producing affordable units;

b. Off-site development of affordable housing units;

c. Dedication of land for subsequent development of affordable housing units; and

d. Acquisition and rehabilitation of existing units.

8. Quantification of the in-lieu fee payment amounts that can be supported given the affordability gaps associated with the prototype residential types being evaluated.

9. Recommended procedures for modifying the requirements over time as market conditions change.

COMPARATIVE ANALYSIS OF INCLUSIONARY POLICIES

The KMA Los Angeles office has assisted in creating over 30 Inclusionary Housing programs in California. We have also assisted in establishing the implementing policies and procedures in many of those jurisdictions. The salient characteristics of these programs will be included in the comparative analysis of existing Inclusionary policies. In addition, KMA will undertake a survey of the programs adopted throughout California.

The purpose of the comparative analysis is to identify the characteristics embodied commonly by Inclusionary Housing programs. The results will be used by KMA to identify the best practices being employed by Inclusionary Housing programs. This information will provide context for the Inclusionary Housing program parameters to be recommended to the City.

DELIVERABLE PRODUCTS: FINANCIAL EVALUATION

As part of the Financial Evaluation, KMA proposes to deliver the following work products to the City:

1. KMA will prepare a draft Financial Evaluation report that will be supported by tables, data and other materials relevant to the analysis.

2. KMA will prepare a Power Point presentation that summarizes the assumptions, analysis, and findings of the Financial Evaluation.

3. Following receipt of comments from the City staff, the Planning Commission and the City Council KMA will finalize the Financial Evaluation report.

B. Inclusionary Policy Recommendations

KMA proposes to prepare a separate policy recommendations memorandum that will be based on the results of the Financial Evaluation, and the following:

1. Ongoing discussions with City staff;

2. Planning Commission and City Council input;

3. Community input; and

4. The best practices identified in the survey of existing Inclusionary Housing programs.

The policy recommendations memorandum will be organized as follows:

1. The findings of the Financial Evaluation will be summarized.

2. The components of the recommended policies will be identified. The following policy recommendations for ownership and rental housing development will be included:

    a. The financially feasible income targeting standards;

    b. The percentage of housing units that should be set aside as Inclusionary Housing units;

    c. Affordable housing production requirements; and

    d. The alternative fulfillment options that will be available to projects that are subject to the Inclusionary Housing program requirements.

3. The role that the Section 65915 density bonus should play in establishing income and affordability requirements for the City's Inclusionary Housing program.

4. The implementation and administrative tools that should be created by the City after an Inclusionary Housing program is adopted.

EXHIBIT "B"
PROJECT SCHEDULE

KMA proposes to complete the proposed draft Financial Evaluation report within eight weeks of receiving authorization from the City to proceed and the information requested in this proposal. KMA proposes to complete the Policy Recommendations memorandum within three weeks following receipt of input from the Planning Commission and City Council.

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EXHIBIT "C"

Fee Schedule Title

The following table presents estimated fees for each task included in this proposal.

Task	Budget
Inclusionary Housing: Financial Evaluation Report	$36,500
Policy Recommendations Memorandum	9,500
Meetings/Presentations	4,400
Total	$50,400

The fee for the individual tasks may vary from these estimates, but the total budget will not be altered unless the work scope is expanded beyond the parameters identified in this proposal. The proposed budget includes 15 hours of in-person/virtual meeting time with City staff, community stakeholders, Planning Commission and City Council.

It is important to note that if the scope of services changes materially, and/or the in-person/virtual meeting time requested by the City exceeds 15 hours, the budget will need to be adjusted accordingly. If once the project has started, KMA believes that the budget could be exceeded, we will contact the City immediately for further direction.

The KMA hourly billing rate schedule that will be applied to this engagement is presented in the following table:

KMA Billing Rate Schedule	
Chairman, President, Managing Principals *	$305.00
Senior Principals *	$295.00
Managers *	$245.00
Associates	$185.00
Senior Analysts	$170.00
Analysts	$145.00
Administrative Staff	$90.00

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

KEYSER MARSTON ASSOCIATES, INC.

By: Kathleen Head
Kathe Head, President

Date: 10 / 04 / 2022

HELLOSIGN

Audit Trail

TITLE	Agreement for Inclusionary Housing Plan - City of Redlands
FILE NAME	AGREEMENT TO PERF...ONAL SERVICES.pdf
DOCUMENT ID	ba95024cdf049c2c5cc8fb358bf39e6519fcf1aa
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**10 / 03 / 2022** 22:02:27 UTC	Sent for signature to Kathleen Head (khead@keysermarston.com) from dsd01@cityofredlands.org IP: 47.181.153.216
VIEWED	**10 / 04 / 2022** 11:01:57 UTC	Viewed by Kathleen Head (khead@keysermarston.com) IP: 72.2.237.212
SIGNED	**10 / 04 / 2022** 11:05:19 UTC	Signed by Kathleen Head (khead@keysermarston.com) IP: 72.2.237.212
COMPLETED	**10 / 04 / 2022** 11:05:19 UTC	The document has been completed.

City Council/Financing Authority Meeting **I. 8.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Receive and file Pavement Accelerated Repair Implementation Strategy (PARIS) Program Annual Report (Municipal Utilities and Engineering Director Harris)

MOTION:

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

I move that City Council receive and file the Pavement Accelerated Repair Implementation Strategy (PARIS) Program annual report.

RECOMMENDATION:

Staff recommends the City Council receive and file the Pavement Accelerated Repair Implementation Strategy (PARIS) Program annual report.

DISCUSSION:

On March 6, 2012, City Council adopted the comprehensive Pavement Management Program (PMP 2012). The PMP 2012 provided a condition assessment of all City streets, specified street upgrade strategies, and provided timelines and prioritization for street maintenance treatment. At that time, Redlands streets had an average Pavement Condition Index (PCI) score of 53 (on a scale of 0-100, with 0 being a street needing full reconstruction and 100 being a new street). An average PCI of 53 is considered to be poor according to industry standards. As a result, City Council determined the rehabilitation and improvement of the City streets was a top priority. In order to significantly improve the street conditions, staff developed the Pavement Accelerated Repair Implementation Strategy (PARIS) program.

On September 18, 2012, City Council adopted PARIS with Resolution No. 7219. The PARIS program identified funding sources and specific paving strategies to address the poor condition of the City streets in the most efficient and cost-effective manner. The report outlined paving strategies to upgrade nearly 2/3 of all City streets (440 lane miles) in five (5) phases.

Ordinance No. 2787, adopted by City Council on December 4, 2012, requires the City staff to prepare a report on rate adjustment revenues and other revenues available for street repairs each year. The report also accounts for uses of the money raised by the project and for line item expenses. The most recent reconciliation is provided as Attachment and was reported to the Municipal Utilities and Public Works Commission at their regular meeting on December 5, 2022. The fifth and final phase of the PARIS Project was completed in December 2020 and achieved the original goal to rehabilitate 440 lane miles of streets. Although $57.3M was available for the project, PARIS was successfully completed for $50.5M and the remaining funds were carried over into the Pavement Management Program.

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

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

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

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

Attachments

PARIS Reconciliation
PARIS Map

PARIS Project
Revenue & Expenditures
As of 11/04/2022

PARIS Project Summary

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22 (Preliminary)
Beginning Cash	$ 2,026,873	$ 6,135,331	$ 6,275,383	$ 9,793,684	$ 9,880,829	$ 3,448,175	$ 10,234,522	$ 8,198,152	$ 9,721,885	$ 6,627,871
Revenues	4,754,695	9,740,264	16,627,340	4,856,857	2,906,641	9,239,827	8,225,190	5,956,727	6,287,043	7,441,910
Expenditures	(646,237)	(9,600,212)	(13,109,039)	(4,769,713)	(9,339,295)	(2,453,480)	(10,261,560)	(4,432,994)	(9,381,057)	(11,151,328)
Net Income (Loss)	4,108,458	140,052	3,518,301	87,144	(6,432,654)	6,786,347	(2,036,370)	1,523,733	(3,094,014)	(3,709,417)
Ending Cash	$ 6,135,331	$ 6,275,383	$ 9,793,684	$ 9,880,829	$ 3,448,175	$ 10,234,522	$ 8,198,152	$ 9,721,885	$ 6,627,871	$ 2,918,454

Local Transportation (209/211) Detail

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22 (Preliminary)
Beginning Cash	$ -	$ 3,095,413	$ 2,236,250	$ 5,827,838	$ 5,114,670	$ 413,309	$ 7,859,468	$ 7,604,471	$ 8,929,882	$ 5,271,333
Revenues:										
Solid Waste Road Impacts Transfer	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150
Less: Solid Waste Bond Payment		(1,308,189)	(1,703,875)	(1,699,975)	(1,699,100)	(1,700,700)	(1,674,052)	(1,676,536)	(1,675,516)	(1,670,993)
Less: iBank 14-105 Payment				(195,587)	(212,249)	(164,934)	(203,332)	(201,261)	(203,218)	(203,159)
Less: iBank 17-114 Payment					(124,535)	(175,715)	(214,105)	(216,056)	(213,976)	(213,907)
Solid Waste - Road Impacts Transfer (net)	3,622,150	2,313,961	1,918,275	1,726,589	1,586,266	1,580,801	1,530,660	1,528,297	1,529,440	1,534,091
Water - Road Impacts Transfer	102,412	102,412	102,412	102,412	102,412	102,412	102,412	102,412	102,412	102,412
Sewer - Road Impacts Transfer	17,088	17,088	17,088	17,088	17,088	17,088	17,088	17,088	17,088	17,088
Water/Sewer - Reconciliation		6,237,739								
Paris Soft Costs						350,000	350,000		700,000	350,000
SB1-RMRA							1,641,586	1,368,015	1,265,655	1,428,405
Measure I							3,084,916	1,253,510	1,034,077	2,248,805
Cost Recovery/Reimbursed Exp.									36,186	58,339
Interest Income						(77,919)	179,901	220,115	(10,597)	69,152
Bond/Loan Proceeds			13,429,381	1,785,775		6,019,500	-	-	-	-
	3,741,650	8,671,200	15,467,156	3,631,864	1,705,766	7,991,882	6,906,563	4,489,436	4,674,262	5,808,292
Expenditures:										
PARIS JL 41049	(27,021)	(388,198)	(5,411)	(2)	(5)	(175,995)				
PARIS 2013 (1-34) JL 41052	(619,216)	(33,975)	-	-	-	-		-	-	-
PARIS 2013 (35-450) JL 41056	-	(8,880,554)	(5,870,505)	-	-	-		-	-	-
Geotechnical JL 41057	-	(227,635)	(71,911)			(8,182)				
PARIS (567-960) JL 41060	-	-	(5,927,741)	(4,345,030)	5,979	-		-	-	-
PARIS (1029-1490) JL 41063	-	-	-	-	(6,000,000)	-				
Colton Paving JL 41064	-	-	-	-	(413,101)	(1,470)				
PARIS (567-960) JL 41080	-	-	-	-	-	-		-	-	-
PARIS (1029-1419) JL 41500	-	-	-	-	-	-				
PARIS (1491-1740) JL 41501	-	-	-	-	-	(12,932)	(6,812,776)			
PARIS (1741-1988) JL 41502	-	-	-	-	-	-	(3,534)			
PARIS (1741-1988) JL 41503	-	-	-	-	-	(422)	-	(2,806,818)		
PARIS 2019 (1741-1988) PL 211001									(7,916,161)	
PMP 2021 PMP PL 211003										(8,254,069)
IVDA Mountain View Infra Project										(202,818)
No JL	-	-	-	-	-	(346,723)	(345,250)	(357,206)	(416,651)	(431,141)
PARIS	(646,237)	(9,530,362)	(11,875,569)	(4,345,032)	(6,407,127)	(545,724)	(7,161,560)	(3,164,025)	(8,332,812)	(8,888,028)
Net Income (Loss)	3,095,413	(859,163)	3,591,587	(713,168)	(4,701,361)	7,446,159	(254,997)	1,325,411	(3,658,550)	(3,079,736)
Ending Cash	$ 3,095,413	$ 2,236,250	$ 5,827,838	$ 5,114,670	$ 413,309	$ 7,859,468	$ 7,604,471	$ 8,929,882	$ 5,271,333	$ 2,191,597

Measure I (208/210) Detail

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22 (Preliminary)
Beginning Cash	$ 2,026,873	3,039,919	4,039,133	3,965,847	4,766,159	3,034,866	2,375,054	593,681	792,003	1,356,539
Revenues:										
Measure I	1,009,889	1,039,417	1,113,124	1,111,845	1,166,199	1,232,409	1,233,303	1,426,596	1,612,052	1,711,608
Interest Income	3,156	29,647	47,060	113,148	34,676	15,536	85,324	40,695	729	(77,989)
Expenditures:										
PARIS	-	(69,850)	(1,233,470)	(424,681)	(2,932,168)	(1,907,756)	(3,084,916)	(1,253,510)	(1,034,077)	(2,248,805)
Admin Charges							(15,084)	(15,459)	(14,168)	(14,495)
Net Income (Loss)	1,013,045	999,214	(73,286)	800,312	(1,731,293)	(659,811)	(1,781,373)	198,322	564,536	(629,681)
Ending Cash	$ 3,039,919	$ 4,039,133	$ 3,965,847	$ 4,766,159	$ 3,034,866	$ 2,375,054	$ 593,681	$ 792,003	$ 1,356,539	$ 726,857

PARIS Street Resurfacing Project

Legend

PARIS 5-PHASE

Redlands

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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Scale

0 0.25 0.5 0.75 1

Miles

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

September 14, 2021

PMP Map.mxd

City Council/Financing Authority Meeting **I. 9.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a First Amendment to the Professional Services Agreement with KOA Corporation for the Citywide Left-Turn Pocket Study and determination that approval of the Amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of the First Amendment to the Professional Services Agreement with KOA Corporation for the Citywide Left-Turn Pocket Study is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move City Council approve the First Amendment to the Professional Services Agreement with KOA Corporation for the Citywide Left-Turn Pocket Study.

RECOMMENDATION:

Staff recommends City Council approve the First Amendment to the Professional Services Agreement with KOA Corporation for the Citywide Left-Turn Pocket Study and determine this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

On November 1, 2022, City Council approved a Professional Services Agreement with KOA Corporation (KOA) to complete the Citywide Left-Turn Pocket Study. The Agreement not-to-exceed value is $99,905. Soon after, KOA and staff participated in a project kick-off meeting and determined that additional traffic counts at each unsignalized intersection during the p.m. peak hour are necessary. This task was inadvertently omitted from the original project scope of work. Therefore, staff asked KOA to provide a fee for this additional service. KOA is able to complete this additional work for a total cost of $9,000, which will increase the Agreement non-to-exceed value to $108,905.

Approval of the First Amendment to the Professional Services Agreement is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) since it will not have any significant effect on the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Johana Silva, Assistant Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with the approval of the First Amendment to the Agreement. The revised total project cost is included in the FY 22/24 MUED budget.

Attachments

A. First Amendment to KOA Agreement

B. Executed Agreement (Reference only)

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for professional services to perform the Citywide Left-Turn Pocket Study ("Agreement"), dated November 1, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and KOA Corporation, a California consultant ("Consultant"), is made and entered into this 17th day of January, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 2.1 of their existing Agreement, specifically described in Exhibit "A," "Scope of Services" to include "Amended Scope of Services," which is attached hereto by reference, and

WHEREAS, it is the desire of the City and Consultant to amend Article 5.1 of their existing Agreement to increase Consultant's present total compensation of ninety-nine thousand nine hundred five dollars ($99,905.00) to the amount of one hundred eight thousand nine hundred five dollars ($108,905.00).

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

AGREEMENT

Section 1. The scope of work performed by Consultant pursuant to Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended by the attached to include the work that is identified in Exhibit "A," "Amended Scope of Services," which is attached hereto and incorporated herein by this reference.

Section 2. Subsection 5.1 of Article 5 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred eight thousand nine hundred five dollars ($108,905.00). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B" entitled "Cost Proposal." Exhibit "B" entitled "Amended Cost Proposal" is attached hereto and incorporated herein by this reference."

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

KOA CORPORATION

By: _____
Min Zhou, CEO/President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
AMENDED SCOPE OF SERVICES

SCOPE OF WORK

KOA acknowledges the Scope of Services presented in the RFP.

TASK 1: PROJECT MANAGEMENT

Upon obtaining a notice to proceed, KOA will immediately schedule a kickoff meeting with the appropriate staff from the City to discuss project background, scope of work, project objectives, scheduling, and relevant project details. We want to make sure everyone involved on our team understands the work scope, schedule, budget, and other important requirements to make the project a success.

One important item to discuss at the kickoff meeting is the number of study intersections to be evaluated.

Shirjeel Muhammad, PE, will be the Project Manager. He is a senior engineer with about 23 years of experience. He has extensive experience in the field of traffic signal design, geometric design, traffic control design, pedestrian facilities, and handling municipal traffic engineering-related services. He has also served as project manager and project engineer on many traffic engineering design projects for several cities in Southern California, including Cities of Riverside, Rialto, Costa Mesa, Yorba Linda, Orange, Manhattan Beach, etc. He will conduct weekly internal project meetings and maintain open lines of communication with all involved to move the project along. We strongly believe in proactive critical thinking and communication to minimize project delays. To avoid any unwanted surprises, KOA will be completely transparent and proactive in dealing with any issues so the City can make knowledgeable decision on alternative designs.

Our Project Management services will also include:

- Bi-weekly Meetings
- Meeting agendas and minutes, schedule updates, action items, etc.
- Project Goals and Objectives
- Project Management Approach,
- Project scope and schedule; update it regularly to reflect any significant changes
- Team roles and responsibilities
- Close coordination with the City's Project Manager

Task 1 Deliverables

- Work Plan
- Schedule
- Agenda and minutes for each meeting
- Status reports

TASK 2: DATA COLLECTION

After meeting with City staff and confirming the preliminary list of study intersections, KOA will conduct a comprehensive field review of the locations to identify lane geometry and left turn pocket lengths, and to observe traffic operations.

KOA will use this data to refine the preliminary list of problematic intersections and submit it to the City for review and approval of a final study intersection list. Pending approval of the final list of study intersections, KOA will request the following data for these locations:

- Peak-hour traffic turning volumes
- Signal and striping as-built plans
- Signal phasing and timing data
- Any funded improvement plans

KOA will conduct counts at 80 locations during the PM peak hour for left turn movement. They have archived counts for the rest of the 25 locations.

KOA will also obtain a 3-year accident data from the City or Statewide Integrated Traffic Records System (SWITRS). The accident data analysis will focus on left-turn related collisions to identify locations that may require mitigation measures to improve safety and operational performance for left-turn movements at the intersection.

Our preliminary field review observed that painted green bike lanes and other bicycle facilities are implemented sparingly in the City (e.g., Citrus/Church, Center/Brookside area). This study will also include a review of any bicycle-related left-turn issues and explore the possibility of installing bike boxes at intersections.

ADA COMPLIANCE ASSESSMENT

As an added value, KOA will perform an ADA compliance assessment of the existing curb ramps at the study locations. Our engineers will verify curb ramp dimensions/ grades with a smart level and measuring tape. The curb ramp measurements will be documented on a curb ramp field form and provided to the City. We will document these grades and inform the City of all deficiencies.

TASK 3: IDENTIFICATION OF PROJECT INTERSECTIONS

Based on the available data as outlined previously, KOA will work with the City to pin-point signalized and unsignalized intersections with apparent issues such as:

- Insufficient left-turn lane length against the peak hour counts
- Queue spillback
- Inadequate green for left-turn phase

After our initial determination of the study intersection, KOA will field Investigate and verify existing roadway geometry, including striping, pavement markings, and signage at each subject intersection against the provided data. We will document the site visit with photos and field notes. We will also observe overall traffic flow at each project location, noting any potential recommendations for further operational improvements.

KOA's fee schedule assumes we will analyze up to 120 intersections. The study scope will be refined based on City staff's input.

Task 3 Deliverables

- List of Study Intersections

TASK 4: EVALUATION OF PROJECT INTERSECTIONS

There are generally three methods in determining storage lengths for left-turn lanes:

- Rule-of-thumb methods
- Queuing theory-based analytical methods
- Traffic model-based methods (Synchro + SimTraffic, etc.)

For selected intersections, KOA proposes to develop traffic simulation models using Synchro and SimTraffic software packages to evaluate the impact of left-turn lanes and any benefits that the addition of a left-turn lane or increased left-turn storage length may provide, without adding additional right-of-way. We will create a calibrated Synchro model for existing conditions. Accident history will be a key indicator of intersection safety performance. KOA will review 3-year accident history for each study intersection within the City, focusing on left-turn related and rear-end accidents. The review will help identify intersections where left-turn operations need to be enhanced with safety features.

Some existing shared left-through travel lanes or short left-turn pockets may not be able to accommodate the ever-increasing volume of left-turning vehicles in future years. To evaluate future needs, KOA will obtain future year link volumes from the latest San Bernardino Traffic Analysis Model (SBTAM) model and apply NCHRP 255 Post-Processing methodologies to forecast turning volumes at selected intersections. KOA has worked with SBCTA before and fully understands the process of obtaining future traffic model data.

The calibrated existing conditions models developed will be updated with forecast traffic volumes to analyze the level of service of study intersections and left-turn queuing conditions. Traffic simulations will be observed using Synchro and SimTraffic software packages. The analysis will identify appropriate left-turn pocket lengths and left-turn phasing. The analysis will also include the need to keep or convert shared left-through lanes.

The simulation model outputs of pre-mitigation and post-mitigation scenarios will be compared to report the improvements in level of service and queue lengths.

Mitigation measures will be proposed for intersections determined to have problematic left-turns during existing or future year conditions analysis. Mitigation measures will include low-budget solutions without additional right-of-way measures or long-term improvement measures. These measures can include but are not limited to:

- Optimizing the signal phasing sequence
- Optimizing signal timing parameters to reduce the delay caused by left-turn lane overflow
- Adding left-turn lanes to reduce the delay caused by blockage problems
- Extending storage lengths of left-turn pockets to reduce the possibility of overflow and blockage problems

Task 4 Deliverables

- Synchro Models

TASK 5: FINAL REPORT

A final technical report with an executive summary will be prepared for this project. The report will summarize the results of our field review, data collection, and engineering analysis for the existing and future year conditions. The report will include a list of all (up to a total of 120) signalized and unsignalized intersections having existing or potential left-turn issues. The report will summarize evaluation methodologies and criteria to analyze the operation of existing left-turn pockets and examine the feasibility of adding left-turn pockets or phases. Mitigation measures will be presented in the report for each type of left-turn pocket related issue. The findings will be supplemented using easy to understand schematic graphics with map relevance.

Task 5 Deliverables

- Final Technical Report

EXHIBIT "B"
AMENDED FEE SCHEDULE

Fee/Cost Proposal

Engineering and Design Services
CITYWIDE LEFT-TURN POCKET STUDY
PROJECT NO. 08112022JS
City of Redlands

TASKS	Principal QA/QC $305	PIC PM $260	Senior Engineer $208	Project Manager $180	Senior Associate Eng. $145	Associate Engineer $115	Admin. Assist. $98	TOTAL COST
Task 1 - Project Management								
Management of Project Team		40					8	$11,184.00
Kick-off Meeting		2	1		1			$873.00
PDT Meetings		8	8		4			$4,324.00
QA/QC	8							$2,440.00
Subtotal	**8**	**50**	**9**		**5**		**8**	**$18,821.00**
Task 2 - Data Collection								
Review existing Documents		4	8		24			$6,184.00
Field Survey						100		$11,500.00
Traffic Counts								$9,000.00
Subtotal		**4**	**8**		**24**	**100**		**$26,684.00**
Task 3 - Identification of Project Intersections								
Coordination with City Staff on Preliminary List		8	16					$5,408.00
Field Comparison		4	12		16	48		$11,376.00
Subtotal		**12**	**28**		**16**	**48**		**$16,784.00**
Task 4 - Evaluation of Project Intersections								
Model Building		4	12		32	80		$17,376.00
Existing and Future Traffic Analysis		4	12		32	32		$11,856.00
Recommendations		4	12		16			$5,856.00
Subtotal		**12**	**36**		**80**	**112**		**$35,088.00**
Task 5 - Final Report								
Final Report		6	16		32			$9,528.00
Subtotal		**6**	**16**		**32**			**$9,528.00**
Reimbursables								
1) Reports Printing								**$500.00**
2) Mileage								**$1,500.00**
TOTAL HOURS	**8**	**84**	**97**	**0**	**157**	**260**	**8**	
TOTAL COST								**$108,905.00**

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional services to perform the Citywide Left-Turn Pocket Study ("Agreement") is made and entered in this 1st day of November, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and KOA Corporation, a California consultant ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide professional services to perform the Citywide Left-Turn Pocket Study services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by June 30, 2023, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of ninety-nine thousand nine hundred five dollars ($99,905.00). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Schedule Title") which is attached hereto and incorporated herein by reference

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

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

CITY:	CONSULTANT:
City Clerk	Min Zhou, CEO/President
City of Redlands	KOA Corporation
35 Cajon Street	3190 Shelby Street, Bldg. C
P.O. Box 3005 (mailing)	Ontario, CA 91764
Redlands, CA 92373	smuhammad@koacorp.com
jdonaldson@cityofredlands.org	Phone: (909) 890-9693
Phone: (909) 798-7531	Fax: (909) 890-9694

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies

shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

KOA CORPORATION

By: _____
Min Zhou, CEO/President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF WORK

KOA acknowledges the Scope of Services presented in the RFP.

TASK 1: PROJECT MANAGEMENT

Upon obtaining a notice to proceed, KOA will immediately schedule a kickoff meeting with the appropriate staff from the City to discuss project background, scope of work, project objectives, scheduling, and relevant project details. We want to make sure everyone involved on our team understands the work scope, schedule, budget, and other important requirements to make the project a success.

One important item to discuss at the kickoff meeting is the number of study intersections to be evaluated.

Shirjeel Muhammad, PE, will be the Project Manager. He is a senior engineer with about 23 years of experience. He has extensive experience in the field of traffic signal design, geometric design, traffic control design, pedestrian facilities, and handling municipal traffic engineering-related services. He has also served as project manager and project engineer on many traffic engineering design projects for several cities in Southern California, including Cities of Riverside, Rialto, Costa Mesa, Yorba Linda, Orange, Manhattan Beach, etc. He will conduct weekly internal project meetings and maintain open lines of communication with all involved to move the project along. We strongly believe in proactive critical thinking and communication to minimize project delays. To avoid any unwanted surprises, KOA will be completely transparent and proactive in dealing with any issues so the City can make knowledgeable decision on alternative designs.

Our Project Management services will also include:

- Bi-weekly Meetings
- Meeting agendas and minutes, schedule updates, action items, etc.
- Project Goals and Objectives
- Project Management Approach,
- Project scope and schedule; update it regularly to reflect any significant changes
- Team roles and responsibilities
- Close coordination with the City's Project Manager

Task 1 Deliverables

- Work Plan
- Schedule
- Agenda and minutes for each meeting
- Status reports

TASK 2: DATA COLLECTION

After meeting with City staff and confirming the preliminary list of study intersections, KOA will conduct a comprehensive field review of the locations to identify lane geometry and left turn pocket lengths, and to observe traffic operations.

KOA will use this data to refine the preliminary list of problematic intersections and submit it to the City for review and approval of a final study intersection list. Pending approval of the final list of study intersections, KOA will request the following data for these locations:

- Peak-hour traffic turning volumes
- Signal and striping as-built plans
- Signal phasing and timing data
- Any funded improvement plans

KOA will also obtain a 3-year accident data from the City or Statewide Integrated Traffic Records System (SWITRS). The accident data analysis will focus on left-turn related collisions to identify locations that may require mitigation measures to improve safety and operational performance for left-turn movements at the intersection.

Our preliminary field review observed that painted green bike lanes and other bicycle facilities are implemented sparingly in the City (e.g., Citrus/Church, Center/Brookside area). This study will also include a review of any bicycle-related left-turn issues and explore the possibility of installing bike boxes at intersections.

ADA COMPLIANCE ASSESSMENT

As an added value, KOA will perform an ADA compliance assessment of the existing curb ramps at the study locations. Our engineers will verify curb ramp dimensions/ grades with a smart level and measuring tape. The curb ramp measurements will be documented on a curb ramp field form and provided to the City. We will document these grades and inform the City of all deficiencies.

TASK 3: IDENTIFICATION OF PROJECT INTERSECTIONS

Based on the available data as outlined previously, KOA will work with the City to pin-point signalized and

unsignalized intersections with apparent issues such as:

- Insufficient left-turn lane length against the peak hour counts
- Queue spillback
- Inadequate green for left-turn phase

After our initial determination of the study intersection, KOA will field Investigate and verify existing roadway geometry, including striping, pavement markings, and signage at each subject intersection against the provided data. We will document the site visit with photos and field notes. We will also observe overall traffic flow at each project location, noting any potential recommendations for further operational improvements.

KOA's fee schedule assumes we will analyze up to 120 intersections. The study scope will be refined based on City staff's input.

Task 3 Deliverables

- List of Study Intersections

TASK 4: EVALUATION OF PROJECT INTERSECTIONS

There are generally three methods in determining storage lengths for left-turn lanes:

- Rule-of-thumb methods
- Queuing theory-based analytical methods
- Traffic model-based methods (Synchro + SimTraffic, etc.)

For selected intersections, KOA proposes to develop traffic simulation models using Synchro and SimTraffic software packages to evaluate the impact of left-turn lanes and any benefits that the addition of a left-turn lane or increased left-turn storage length may provide, without adding additional right-of-way. We will create a calibrated Synchro model for existing conditions. Accident history will be a key indicator of intersection safety performance. KOA will review 3-year accident history for each study intersection within the City, focusing on left-turn related and rear-end accidents. The review will help identify intersections where left-turn operations need to be enhanced with safety features.

Some existing shared left-through travel lanes or short left-turn pockets may not be able to accommodate the ever-increasing volume of left-turning vehicles in future years. To evaluate future needs, KOA will obtain future year link volumes from the latest San Bernardino Traffic Analysis Model (SBTAM) model and apply NCHRP 255 Post-Processing methodologies to forecast turning volumes at selected intersections. KOA has worked with SBCTA before and fully understands the process of obtaining future traffic model data.

The calibrated existing conditions models developed will be updated with forecast traffic volumes to analyze the level of service of study intersections and left-turn queuing conditions. Traffic simulations will be observed using Synchro and SimTraffic software packages. The analysis will identify appropriate left-turn pocket lengths and left-turn phasing. The analysis will also include the need to keep or convert shared left-through lanes.

The simulation model outputs of pre-mitigation and post-mitigation scenarios will be compared to report the improvements in level of service and queue lengths.

Mitigation measures will be proposed for intersections determined to have problematic left-turns during existing or future year conditions analysis. Mitigation measures will include low-budget solutions without additional right-of-way measures or long-term improvement measures. These measures can include but are not limited to:

- Optimizing the signal phasing sequence
- Optimizing signal timing parameters to reduce the delay caused by left-turn lane overflow
- Adding left-turn lanes to reduce the delay caused by blockage problems
- Extending storage lengths of left-turn pockets to reduce the possibility of overflow and blockage problems

Task 4 Deliverables

- Synchro Models

TASK 5: FINAL REPORT

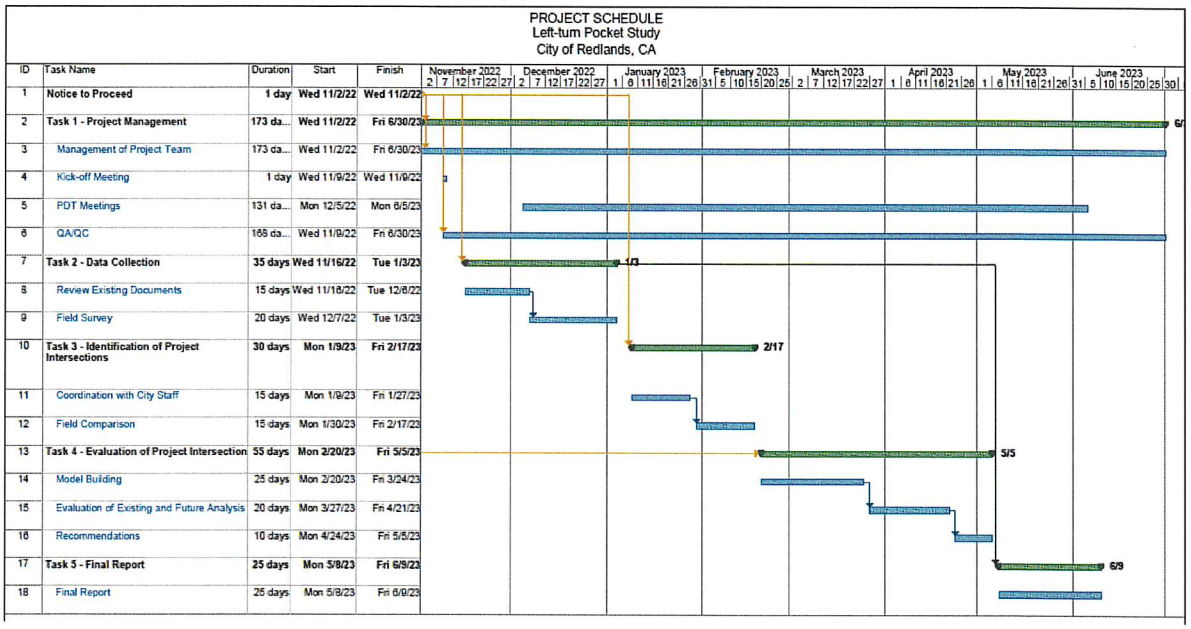
A final technical report with an executive summary will be prepared for this project. The report will summarize the results of our field review, data collection, and engineering analysis for the existing and future year conditions. The report will include a list of all (up to a total of 120) signalized and unsignalized intersections having existing or potential left-turn issues. The report will summarize evaluation methodologies and criteria to analyze the operation of existing left-turn pockets and examine the feasibility of adding left-turn pockets or phases. Mitigation measures will be presented in the report for each type of left-turn pocket related issue. The findings will be supplemented using easy to understand schematic graphics with map relevance.

Task 5 Deliverables

- Final Technical Report

EXHIBIT "B"
PROJECT SCHEDULE

Below is KOA's proposed schedule of events, City review periods, and deliverables for the project. The KOA team will complete the project in nine weeks.



ID	Task Name	Duration	Start	Finish
1	**Notice to Proceed**	1 day	Wed 11/2/22	Wed 11/2/22
2	**Task 1 - Project Management**	173 da...	Wed 11/2/22	Fri 6/30/23
3	Management of Project Team	173 da...	Wed 11/2/22	Fri 6/30/23
4	Kick-off Meeting	1 day	Wed 11/9/22	Wed 11/9/22
5	PDT Meetings	131 da...	Mon 12/5/22	Mon 6/5/23
6	QA/QC	168 da...	Wed 11/9/22	Fri 6/30/23
7	**Task 2 - Data Collection**	35 days	Wed 11/16/22	Tue 1/3/23
8	Review Existing Documents	15 days	Wed 11/16/22	Tue 12/6/22
9	Field Survey	20 days	Wed 12/7/22	Tue 1/3/23
10	**Task 3 - Identification of Project Intersections**	30 days	Mon 1/9/23	Fri 2/17/23
11	Coordination with City Staff	15 days	Mon 1/9/23	Fri 1/27/23
12	Field Comparison	15 days	Mon 1/30/23	Fri 2/17/23
13	**Task 4 - Evaluation of Project Intersection**	55 days	Mon 2/20/23	Fri 5/5/23
14	Model Building	25 days	Mon 2/20/23	Fri 3/24/23
15	Evaluation of Existing and Future Analysis	20 days	Mon 3/27/23	Fri 4/21/23
16	Recommendations	10 days	Mon 4/24/23	Fri 5/5/23
17	**Task 5 - Final Report**	25 days	Mon 5/8/23	Fri 6/9/23
18	Final Report	25 days	Mon 5/8/23	Fri 6/9/23

EXHIBIT "C"
Fee Schedule Title

Fee/Cost Proposal
Engineering and Design Services
CITYWIDE LEFT-TURN POCKET STUDY
PROJECT NO. 08112022JS
City of Redlands

TASKS	Principal QA/QC $305	PIC PM $260	Senior Engineer $208	Project Manager $180	Senior Associate Eng. $145	Associate Engineer $115	Admin. Assist. $98	TOTAL COST
Task 1 - Project Management								
Management of Project Team		40					8	$11,184.00
Kick-off Meeting		2	1		1			$873.00
PDT Meetings		8	8		4			$4,324.00
QA/QC	8							$2,440.00
Subtotal	**8**	**50**	**9**		**5**		**8**	**$18,821.00**
Task 2 - Data Collection								
Review existing Documents		4	8		24			$6,184.00
Field Survey						100		$11,500.00
Subtotal		**4**	**8**		**24**	**100**		**$17,684.00**
Task 3 - Identification of Project Intersections								
Coordination with City Staff on Preliminary List		8	16					$5,408.00
Field Comparison		4	12		16	48		$11,376.00
Subtotal		**12**	**28**		**16**	**48**		**$16,784.00**
Task 4 - Evaluation of Project Intersections								
Model Building		4	12		32	80		$17,376.00
Existing and Future Traffic Analysis		4	12		32	32		$11,856.00
Recommendations		4	12		16			$5,856.00
Subtotal		**12**	**36**		**80**	**112**		**$35,088.00**
Task 5 - Final Report								
Final Report		6	16		32			$9,528.00
Subtotal		**6**	**16**		**32**			**$9,528.00**
Reimbursables								
1) Reports Printing								**$500.00**
2) Mileage								**$1,500.00**
TOTAL HOURS	**8**	**84**	**97**	**0**	**157**	**260**	**8**	
TOTAL COST								**$99,905.00**

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

KOA CORPORATION

By: _____
Min Zhou, CEO/President

Date: 10/18/2022

City Council/Financing Authority Meeting **I. 10.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8431 supporting the annexation of Assessor Parcel Number 0300-241-16-0000 by the Yucaipa Valley Water District for potable water, recycled water, and wastewater utility services (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move City Council approval of Resolution No. 8431.

RECOMMENDATION:

Staff recommends City Council approval of Resolution No. 8431.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) staff participates with multiple municipalities, agencies, and districts throughout the region to manage water resources for long-term beneficial use within two (2) groundwater basins - the Yucaipa Basin and the Bunker Hill Basin. This effort includes monitoring surface water flows and groundwater extractions to ensure water resources are not over-burdened. MUED also develops and implements recycled water projects and encourages the use of recycled water when practical.

Recently, the owner of an undeveloped property along the north side of Live Oak Canyon Road (APN 0300-241-16-0000) contacted MUED staff about receiving recycled water utility services from the Yucaipa Valley Water District (YVWD). The property is approximately 31.8 acres and is not currently served by any City of Redlands utilities. YVWD operates and maintains a recycled water distribution pipeline directly adjacent to this property and is able to provide recycled water at this location. The existing City of Redlands recycled water distribution is

confined to the area generally north of I-10 and west of I-210, with no plan to extend into Live Oak Canyon in the near-future. Therefore, staff recommends City Council support for annexing this property into the YVWD.

ALTERNATIVES:

City Council may deny the staff recommendation.

STRATEGIC PLAN:

Redlands Strategic Plan Priority D (5) - Explore City initiatives to address the effect of climate change.

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
Brian Desatnik, Development Services Director
Chris Boatman, Assistant City Manager

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

Fiscal Impact

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

Attachments

Resolution No. 8431

RESOLUTION NO. 8431

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS SUPPORTING THE ANNEXATION OF ASSESSOR'S PARCEL NUMBER 0300-241-16 TO THE YUCAIPA VALLEY WATER DISTRICT FOR DRINKING WATER, RECYCLED WATER, AND SEWER SERVICE

WHEREAS, the Yucaipa Valley Water District has received a property owner initiated request for the annexation of approximately 31.8 acres (APN 0300-241-16) to the Yucaipa Valley Water District for drinking water, recycled water, and sewer service as shown in Exhibit A; and

WHEREAS, the property owner has expressed an interest in receiving services from Yucaipa Valley Water District beginning with recycled water which will be provided from an existing recycled water pipeline located immediately adjacent to the property; and

WHEREAS, by receiving services from Yucaipa Valley Water District, this property will be less dependent on local groundwater supplies which will reduce the impacts to groundwater dependent ecosystems in Live Oak Canyon; and

WHEREAS, the use of recycled water for irrigation uses in Live Oak Canyon is consistent with the 2035 General Plan which has the overall guiding principle of preserving agricultural land uses around the City of Redland's periphery as an Emerald Necklace; and

WHEREAS, an active partnership between the City of Redlands and the Yucaipa Valley Water District to expand the use of recycled water and to ultimately minimize the water quality impacts of septic systems in Live Oak Canyon should be further explored to identify mutually favorable projects and funding opportunities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS HEREBY RESOLVES AS FOLLOWS:

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

Section 2. The City Council finds that the annexation of approximately 31.8 acres of land within the City of Redlands as Assessor's Parcel Number 0300-241-16 for utility services by the Yucaipa Valley Water District is consistent with the 2035 General Plan and facilitates the goals of enhancing agricultural uses and improved wildlife corridors for property in Live Oak Canyon. Therefore the City Council supports the annexation of this parcel by the Yucaipa Valley Water District.

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

ATTEST: _____ Eddie Tejeda, Mayor

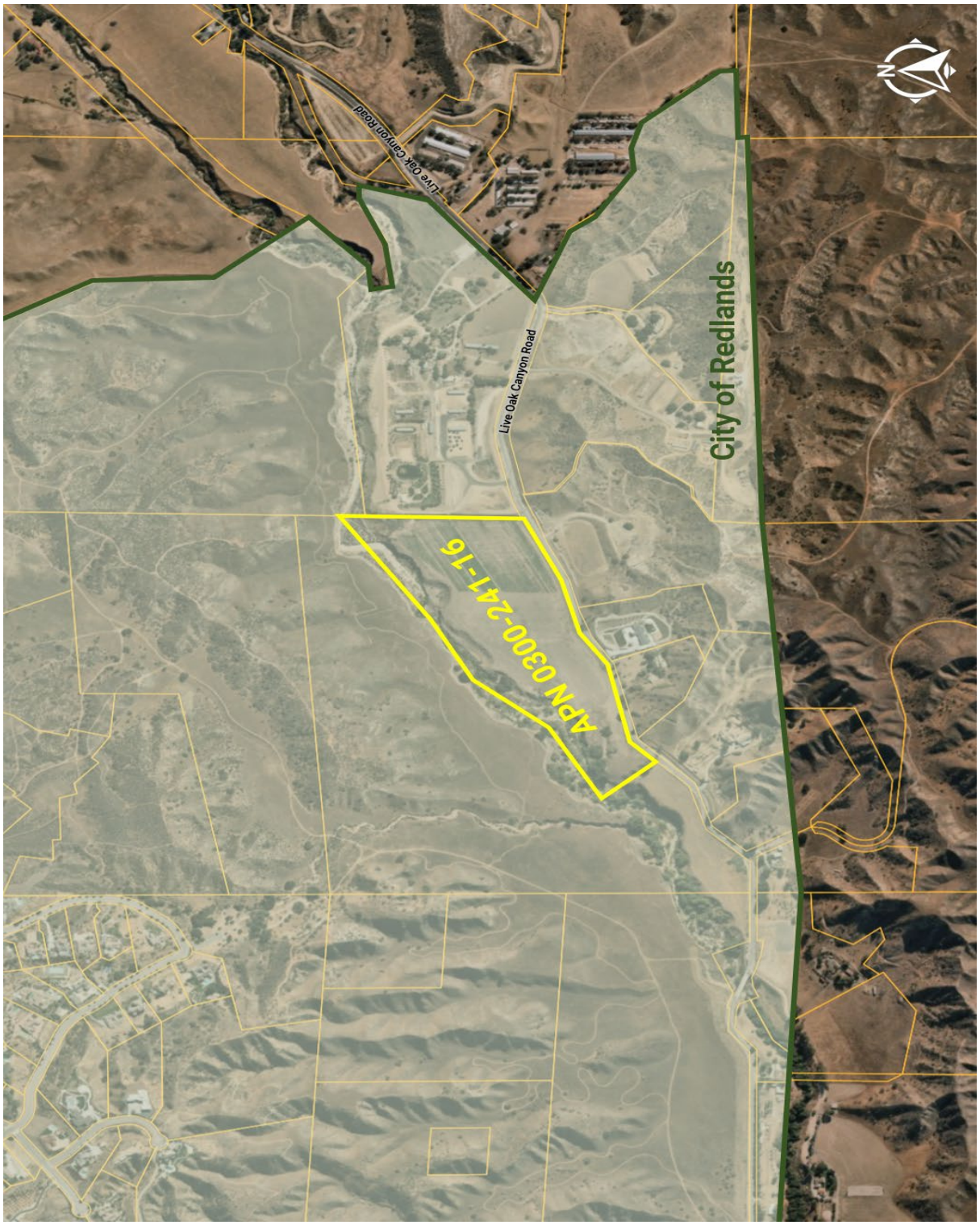
_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a special meeting thereof held on the 17th day of January, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit A


Live Oak Canyon Road
Live Oak Canyon Road
City of Redlands
APN 0300-241-16

City Council/Financing Authority Meeting **I. 11.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Bear Valley Mutual Water Company Stock Purchase Agreement with Erin Barnum (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council approve the Bear Valley Mutual Water Company Stock Purchase Agreement with Erin Barnum

RECOMMENDATION:

Staff recommends City Council approve the Bear Valley Mutual Water Company Stock Purchase Agreement with Erin Barnum for $2,625.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) produces and distributes drinking water to approximately 23,000 residential, commercial, and industrial customers within its water service area. Approximately half of all raw water is received from the Santa Ana River and Mill Creek through water entitlements associated with local water company shares. The City owns shares in West Redlands Water Company, Redlands Water Company, Crafton Water Company, Redlands Heights Water Company, Lugonia Water Company, Lugonia Park Water Company, and Bear Valley Mutual Water Company (BVMWC).

Recently, MUED received an unsolicited offer from Erin Barnum to sell fifteen (15) BVMWC shares to the City for $175 per share ($2,625 total). The City currently owns 90,952 of the 250,341 total BVMWC shares (36%). This BVMWC

water entitlement provides raw water from the Santa Ana River for treatment at the City's Hinckley Water Treatment Plant. The City is directly entitled to approximately 8,800 Acre-Feet of water through its BVMWC share ownership. Accepting Ms. Barnum's offer would expand the City's water stock portfolio and provide additional raw water for treatment. The proposed cost per share is typical of recent water company stock sales within the region.

ALTERNATIVES:

City Council may deny the staff recommendation.

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

Discussion:

There is no fiscal impact associated with this action. The FY 22/23 Municipal Utilities and Engineering Budget includes sufficient funding for this stock purchase.

Attachments

BVMWC Stock Purchase Agreement

BVMWC Stock Certificate

Stock Purchase Agreement

This Stock Purchase Agreement ("Agreement") is made and entered into as of January 17, 2023 ("Effective Date"), by and between the City of Redlands ("City") and Erin Barnum, an individual ("Seller"). City and Seller are sometimes collectively referred to in this Agreement as the "Parties" and individually as a "Party."

Recitals

WHEREAS, Seller is currently the registered owner of fifteen (15) shares of common stock of the Bear Valley Mutual Water Company ("BVMWC"); and

WHEREAS, Seller has agreed to offer City the opportunity to purchase fifteen (15) shares of BVMWC common stock (the "Shares"); and

WHEREAS, City desires to exercise such opportunity to purchase the Shares from Seller, upon the terms and conditions and for the consideration set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Operative Provisions

1. Incorporation of Recitals. The Recitals set forth above are material and by this reference are incorporated herein and made a part of this Agreement.

2. Purchase and Sale of Shares. Subject to the terms and conditions of this Agreement, City agrees to purchase at the Closing, defined below, and Seller agrees to sell to City fifteen (15) shares of common stock of BVMWC for the purchase price of Two Thousand Six Hundred Twenty-Five Dollars ($2,625.00) ("Purchase Price"), payable in immediately available funds at Closing.

3. Closing; Delivery.

(a) The purchase and sale of the Shares shall take place at Laguna Niguel, California, five (5) days after City approves this Agreement, or at such other time and place as City and Seller mutually agree upon, orally or in writing (which time and place are designated as the "Closing").

(b) At the Closing, City shall deliver to Seller the full Purchase Price by check.

(c) At the Closing, Seller shall deliver to City an originally executed Stock Assignment in the form attached hereto as Exhibit "A," and by this reference incorporated herein, relinquishing all right, title and interest in the Shares.

(d) Seller shall deliver to BVMWC original stock Certificate No. 1510 representing fifteen (15) shares, which includes the Shares contemplated under this Agreement, for cancellation and issuance of a new certificate to City, representing the Shares.

4. Representations, Warranties and Covenants of Seller. As a material inducement to the City to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents and warrants to City as follows:

(a) Authorization. This Agreement, when executed and delivered by Seller, shall constitute a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms. The Shares are free and clear of all encumbrances, liens and pledges and Seller has the right to sell the Shares in accordance with the terms of this Agreement. Seller has all requisite power and authority to enter into this Agreement and to perform the transactions contemplated hereby. This Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by bankruptcy, insolvency or other laws affecting creditors' rights generally or by the availability of equitable remedies. As of the execution of this Agreement, Seller is a resident of the State of California.

(b) Valid Issuance of Securities. The Shares, when sold and delivered in accordance with the terms of this Agreement, will be fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under applicable state and federal securities laws.

(c) Annual Assessments. Seller shall have paid all annual assessments for the Shares and respective share certificates as of the transfer date.

(d) Ownership of Shares of Company. Seller has full voting power and authority over the Shares, subject to no proxy, shareholders agreement, voting trust or other agreement or arrangement and has full right, power and authority to sell and deliver the Shares to City in the manner provided for in this Agreement. Upon consummation of the transaction contemplated herein, Seller will transfer to City good and valid title to all of the Shares, free and clear of any claim, lien, charge or encumbrance of any nature whatsoever, except the share legend.

(e) Absence of Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions provided for herein, will (i) conflict with or result in a breach of any agreement to which Seller is a party, (ii) result in a conflict or default under any Agreement by which the Shares are bound, or (iii) to the knowledge of Seller, violate any law, ordinance, order, writ, injunction, decree, statute, rule or regulation applicable to Seller.

(f) Consents. To the knowledge of Seller, no consent, approval or action by any third party or governmental authority is required in connection with the execution and delivery by Seller of this Agreement and the consummation of the transactions contemplated hereby.

(g) Litigation. To the knowledge of Seller, there are no actions, suits, proceedings and investigations pending or threatened against or affecting Seller which could impair Seller's ability to enter into this Agreement or carry out the transactions contemplated hereby.

(h) Claims or Rights Against the BVMWC. Seller has no right or claim against BVMWC for distributions, wages, bonuses or any other compensation or benefits, and there are no existing or pending transactions or claims between BVMWC and Seller.

(i) Effect of Closing. Seller acknowledges that as of the closing and the sale of the Shares, Seller will have no right to share in any water rights of BVMWC or receive any water service from BVMWC.

5. Survival. The warranties, representations, and covenants of Seller shall survive the execution of the Agreement and the consummation of the purchase and sale of the Shares herein described.

6. Miscellaneous Provisions.

(a) Non-assignability. Neither this Agreement, nor any interest herein, shall be assignable by Seller without the prior written consent of City.

(b) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by First Class mail, postage prepaid, deposited in the United States mail in California, and if intended for either Party shall be addressed to the address provided below each Party's name on the signature page of this Agreement. Any Party, by written notice to the other Party, may change the address for notices to be delivered.

(c) Inurement. Subject to the restrictions against assignment set forth above, this Agreement shall insure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the Parties.

(d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purpose and intent of this Agreement.

(e) Entire Agreement. This Agreement contains the entire agreement of the Parties, and supersedes any prior written or oral agreement between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Parties, relating to the subject matter contained in this Agreement, which are not fully expressed herein.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall be deemed to be one and the same instrument.

(g) Governing Law. All questions with respect to the construction of this Agreement, and the rights and liabilities of the Parties, shall be governed by the laws of the State of California.

(h) Attorneys' Fees. If any action or proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including fees for a Party's use of in-house counsel, in addition to any other relief to which such Party may be entitled.

(i) Indemnification. From and after the Closing, Seller shall indemnify, defend and hold harmless City and its successors and assigns against and from any and all claims, damages or liability sustained or incurred by City resulting from or arising out of or by virtue of any inaccuracy in or breach of any representation or warranty made by Seller in this Agreement in Section 4.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

SELLER

Erin Barnum

By: _____

Name: Erin Barnum

Title: Individual

Address: 17 High Bluff
Laguna Niguel, CA 92677

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

Address: 35 Cajon Street
Redlands, CA 92373

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

Exhibit "A"
STOCK ASSIGNMENT

ASSIGNMENT SEPARATE FROM SHARE CERTIFICATE

The undersigned, hereby assigns and transfers to City of Redlands, fifteen (15) shares of common stock of Bear Valley Mutual Water Company ("BVMWC"), standing in the name of the City of Redlands, on the books of BVMWC and represented by Stock Certificate Number 1510.

Dated: _____

Erin Barnum

By:_____

Name: Erin Barnum

Title: Individual

Address: 17 High Bluff

Laguna Niguel, CA 92677

INCORPORATED JUNE 15, 1903

AUTHORIZED CAPITAL STOCK $2,000,000

No. Shares =15= 400,000 SHARES PAR VALUE $5 Nº 1510

Bear Valley Mutual Water Company

REDLANDS, CALIFORNIA

This Certifies That

Date: August 1, 2022

Erin Barnum

is the registered holder, entitled to represent, and (subject to conditions printed on reverse side hereof)

NO ONE

(If no pledge is to be registered, write "no one" in this space)

is registered as pledgee of ----------FIFTEEN---------- *shares each of the par value of Five-Dollars, of the Capital Stock of*

Bear Valley Mutual Water Company

a corporation organized under the laws of the State of California, for the purpose (in addition to any others) of supplying water to its shareholders.

The shares evidenced here are assessable and may be sold or forfeited for non-payment of an assessment. Each assessment is a lien upon the shares assessed from the time of the adoption of the resolution levying the assessment, until paid. Each charge or toll for water delivered or other service rendered by the corporation to or for the registered holder of these shares by virtue of or in respect to ownership of said shares is a lien against said shares from the time when furnished or rendered, until paid. No transfer of these shares can or will be made on the books of the corporation while any such assessment, charge or toll thereagainst remains or is unpaid.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its duly authorized officers, and its Corporate Seal affixed the day above written.

SECRETARY

David B. Knight

PRESIDENT

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99 of 381
Redlands Regular Meeting of 01/17/2023

City Council/Financing Authority Meeting **I. 12.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Professional Services Agreement and Single Source Purchase Order with Wildlife Management Professionals, Inc. for an amount not-to-exceed $24,000 for coyote mitigation services at the Redlands Municipal Airport, and determine that approval of the purchase is exempt from environmental review pursuant to Section 15061 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 to determine that approval of the Professional Services Agreement with Wildlife Management Professionals is exempt from environmental review pursuant to Section 15061 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve a Professional Services Agreement and a Single Source Purchase Order with Wildlife Management Professionals, Inc, for an amount not-to-exceed $24,000 for coyote mitigation services.

RECOMMENDATION:

Board Recommendation

At the regular Airport Advisory Board meeting held on July 21, 2022, the Board voted unanimously to recommend staff to explore solutions to mitigate the increasing coyote population posing a public safety hazard at Redlands Municipal Airport.

Staff Recommendation

Staff recommends that the City Council determine that approval of the Agreement is exempt from environmental review pursuant to Section 15061 of the State's guidelines implementing the California Environmental Quality Act; approve an agreement and a Single Source Purchase order in an amount not-to-exceed $24,000 with Wildlife Management Professionals for nuisance coyote mitigation services.

DISCUSSION:

The Redlands Municipal Airport (Airport) is a non-controlled general aviation facility owned by the City and managed by the Facilities and Community Services Department Aviation Division. The Airport encompasses 177 acres with one 4,505' runway, designated 8-26, and one parallel taxiway, designated Taxiway "A." There are 199 hangars, 307 tie-downs, and approximately 200-based aircraft. There are currently 9 registered businesses based at the airport.

The Airport is located adjacent to the Santa Ana River Wash area and is surrounded by undeveloped areas to the north. Due to its location, it attracts wildlife activity from time to time, especially coyotes. This activity has resulted in hazardous situations where aircraft during take-offs and landings have experienced near misses of wildlife along the runway, resulting in a threat to public safety.

The services provided in the agreement with Wildlife Management Professionals, Inc. (WMP) are standard practices and will assist with the control of the coyote population and mitigating public safety hazards. WMP has intimate knowledge of the coyote issues that Airport is experiencing as well as familiarity with the wildlife in the surrounding area. Some mitigation activities may include the use of firearms. As such. Redlands Municipal Code Section 9.20.20, prohibits the use of firearms within the City; however, Section 9.20.040 provides an exemption for any person specially licensed by the council to destroy pests.

Staff is recommending approval of the Agreement and a Single Source purchase order in the amount of $24,000 for coyote mitigation services at the Airport. The term of the Agreement is for a period of six (6) months from the effective date with the option to extend two (2) additional one-year terms. Furthermore, approval of the Agreement is exempt from environmental review pursuant to Section 15061 of the State's guidelines implementing the California Environmental Quality Act.

ALTERNATIVES:

The City Council may elect not to approve the Agreement and the Single Source purchase order for coyote mitigation services or direct staff accordingly.

STRATEGIC PLAN:

NA

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:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year: FY 2022-24
Account No.: 564900-6106
Discussion:
Funding for this service is included in the Airports budget for 22/24.

Attachments

A. Wildlife Management Professionals Agreement
Sole Source Request

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Coyote Mitigation Services ("Agreement") is made and entered in this 17th day of January, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Wildlife Management Professionals, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Coyote Mitigation Services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Adarian Lawson, Airport Supervisor, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner.

4.2 The term of this Agreement shall be for a period of six (6) months from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of four thousand eight hundred dollars ($4,800.00) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of nine thousand six hundred ($9,600.00) for the first Extended Term; and nine thousand six hundred ($9,600.00) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of twenty-four thousand dollars ($24,000.00). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "FEE SCHEDULE" which is attached hereto and incorporated herein by this reference.

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

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

CITY:

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

CONSULTANT:

Troy Spillman, Principal Biologist
Wildlife Management Professionals. Inc.
4505 Industrial Street Suite 2A
Simi Valley, CA 93063
Email: tspillman@wildlifemp.com
Phone: 805.578.3474
Fax: 805.578.3448

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property

occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried

and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CONSULTANT

By: _____
Troy Spillman, Principal Biologist

EXHIBIT "A"

Scope of work: Coyote Mitigation Services at Redlands Municipal Airport

Provide up to 30 months of coyote mitigation services to assist the control of the coyote population at the Redlands Municipal Airport. Services to include:

- Identify access points, trails, fence breaks, drainage canals, etc., where coyotes are entering the airport grounds.
- Strategic placement of one to twelve traps at access points.
- Daily monitoring of traps
- Removal of coyotes
- Reset traps as needed
- Use of rubber projectiles to mitigate or eliminate public safety hazards posed by coyote population on the airport runway and other locations of the Redlands Municipal Airport.
- All trapping methods comply with California's Department of Fish and Wildlife standards.

EXHIBIT "B"

FEE SCHEDULE

Service	Frequency	Unit Price	Term Total
Coyote Relocation Service	Monthly	$800.00 per month 6 months initial term	$4,800.00
Coyote Relocation Service	Monthly	$800.00 per month 12 months 1st term	$9,600.00
Coyote Relocation Service	Monthly	$800.00 per month 12 months 2nd term	$9,600.00

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

Wildlife Management Professionals, Inc.

By:_____ Date: _____

Troy Spillman, Principal Biologist

REDLANDS "A CITY THAT WORKS"

Sole Source/ Single Source/ Standardization Form

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

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

Date: 11/9/22

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ 24,000

Proposed Vendor: Wildlife Management Professionals

Request Term: 1/1/2023 - 6/30/2025

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:

Wildlife Management Professionals has intimate knowledge of the wildlife at the Redlands Airport and the surrounding areas and is the contractor used by other airports in nearby cities to provide this unique service.

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**

Other mitigation options would need to be explored.

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

Larry Alms Digitally signed by Larry Alms Date: 2022.11.09 15:00:53 -08'00'

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City Council/Financing Authority Meeting **I. 13.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support for $5,554 related to the Downtown Redlands Artwalk event hosted by the Kid's Cures Foundation to be held on March 26, 2023; approve a request to close East State and 5th Streets; authorize the request for the sale and consumption of alcoholic beverages in Ed Hales Park; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (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 event is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act;

2. I move to authorize and approve a request for in-kind support in the amount of $5,544 related to this event;

3. I move to authorize the temporary closure of East State Street from Orange Street to 7th Street and 5th Street from Redlands Boulevard to State Street on March 26, 2023; and

4. I move to approve the request for the sale and consumption of alcoholic beverages in Ed Hales Park.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (CEQA) and approve the temporary street closure of East State and 5th Streets on March 26, 2023, for the Artwalk event. Additionally, staff recommends that the City Council direct staff accordingly concerning the request for in-kind support and the request for the sale and consumption of alcoholic beverages.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to provide support for programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city resources and facilities in support of a special event.

The Kid's Cures Foundation has reserved Ed Hales Park for Sunday, March 26, 2023, from 9:00 a.m. to 7:00 p.m., for the Downtown Redlands Artwalk event. They are also requesting approval to temporarily close East State Street from Orange Street to 7th Street and 5th Street from Redlands Boulevard to State Street for the event. Additionally, they are requesting in-kind support in the amount of $5,544 for departmental resources including Police Personnel, and the reservation of Ed Hales Park. The Kid's Cures foundation is a non-profit organization operating out of the City of Beaumont, CA.

The Citrograph Foundation will be responsible for operating the proposed pouring station and for obtaining the daily license to serve alcohol from the Office of Alcohol Beverage Control. The Citrograph Foundation is requesting permission to serve beer and wine at the event that will end no later than 5:00 p.m. The City Council's approval is necessary to authorize the consumption of alcohol for this event due to its location. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559; therefore, the granting of this request is outside city staff's purview.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 consists of construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food

units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may deny the request or waive a portion of the fees.

STRATEGIC PLAN:

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

SUBMITTED BY:
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, Police Chief

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY2022-23
Appropriation Required Y/N:	N
Amount:	$5,450

Discussion:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal city operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	2022 Amount	Type	2023 Amount
Police Personnel[1]	$5,450.00	Hard Cost	$5,450.00
Personnel & Equipment Subtotal	**$5,450.00**		**$5,450.00**
Fees Established by City Council Resolution			
Ed Hales Park Reservation Permit	$94.00	Soft Cost	$94.00
Fees Subtotal	**$94.00**		**$94.00**
Total Departmental Charges and Fees	**$5,450.00** (hard) **$94.00**(soft) **$5,544.00 (Total)**		$5,544.00

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

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

TABLE 2: FY 2022-23 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	In-kind support Amount	Net Amount
$171,216.00	$72,335.50	$5,500.00	$249,051.50	$243,551.50

Attachments

A. In-Kind Support Request

B. Authorization to Serve Alcohol

C. Verification of Nonprofit

City of Redlands *In-Kind Support Request*

Event Name: Downtown Redlands Artwalk

Event Date(s): March 26, 2023 **Location(s):** State Street (orange to 7th), Ed Hales Park

Rain Out Date: N/A **Beginning Time:** 9 am **End Time:** 7 pm

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Looking to bring back the official DTR Artwalk we have held for many years. We are planning on including a Car/Motorcycle section with this event. We will have live music and a beer garden as many years past. Jax Toys will also have an area for children and other business owners on the street are excited to be a part of this event.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — no parking signs, barricades blocking the street
- [x] Police (*Public Safety Personnel)* — security
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [x] Facility — Ed Hales Park

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

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

- [ ] Other

Group/Organization Name: Kid's Cures Foundation

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** #26-3909923

Does your Group/Organization Presently Have Liability Insurance? [ ] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past?

Primary Contact Name & Title: Jeff Platt, President

Mailing Address: 906 Beaumont Ave, Beaumont CA. 92223

Phone Number: 951-769-8700 **E-Mail Address:** info@kidscures.org

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Bring awareness to a great organization that was built from such a tragic loss. A commitment to bring funds to help/supply/show children that art can be therapeutic to their healing and struggle. This organization also provides gifts for children during the holidays so parents can focus on being with their children and not worry about them feeling left out when it comes to gifts and support.

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

It brings people to downtown state street where it benefits the businesses that are open on Saturday. Knowing that this giving city played a part in providing for children that are struggling is just another motion that reflects what this city stands for. We have businesses on State St that are involved in the return of this event. The last event was a great success with tons of positive feedback from so many people in the community. We had guests from out of state to come and visit Redlands and shop at the local businesses that were opened on Sunday.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	1500	1500	25
Attendance: Non-Residents	1000	1000	20
Food & Beverage Sales	0	0	0
Merchandise Sales	0	0	0
Ticket/Entrance Fees	N/A	N/A	N/A
Other			
Total Revenue	2500	2500	45

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

Signature: Jessie Klaas **Title:** Main Event Coordinator

Please Print Your Name: Jessie Klaas **Date:** 10/17/2022

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: DTR Artwalk

DATE OF EVENT: 3826/2023 HOURS: _____

LOCATION: Downtown Redlands

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: The Citrograph Foundation Inc

CONTACT PERSON: Al Hernandez PHONE: 909-792-3901

EMAIL: al@citrograph.com ADDRESS: 113 E. State Street, Redlands, CA 92373

EVENT INFORMATION:

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

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

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing The Citrograph Foundation Inc and in consideration of being permitted to conduct the Event, agree that the members/participants of The Citrograph Foundation Inc shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' facilities.

The members/participants of The Citrograph Foundation Inc hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damages to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF The Citrograph Foundation Inc AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 10/31/22 Signature: _____

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal; Code, Section 12.44.270 does allow, pursuant to a written permit from the Quality of Life Director, a person or persons to drink or consume alcoholic beverages in public parks, only in enclosed public areas as defined by resolution of the City Council. Any other locations within the City's property requires the City Council approval and designation of the place for the sale and consumption thereof.

Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof.

APPROVED: _____ DATE: _____ DENIED: _____ DATE: _____

CITY COUNCIL DATE (if applicable): _____

Kids Cures Foundation

EIN: 26-3909923 | Beaumont, CA, United States

> **Other Names**

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

> **Final Letters**

Publication 78 Data

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

On Publication 78 Data List: Yes

Deductibility Code: PC

Form 990-N (e-Postcard)

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

> **Tax Year 2010 Form 990-N (e-Postcard)**

> **Tax Year 2009 Form 990-N (e-Postcard)**

> **Tax Year 2008 Form 990-N (e-Postcard)**

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

> **Tax Year 2019 Form 990**

> **Tax Year 2018 Form 990**

> **Tax Year 2017 Form 990**

> **Tax Year 2016 Form 990**

> **Tax Year 2016 Form 990**

> **Tax Year 2015 Form 990**

Page Last Reviewed or Updated: 20-November-2020

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City Council/Financing Authority Meeting **I. 14.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a First Amendment to the Public Works Contract with My Electrician Inc. for the Redlands Bowl Electrical and Theatrical Lighting Upgrade, to extend time for completion by ninety (90) calendar days (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 approve the First Amendment to the Public Works Contract with My Electrician Inc. for the Redlands Bowl Electrical and Theatrical Lighting Upgrade Project to extend the time for completion by ninety (90) calendar days.

RECOMMENDATION:

Staff recommends City Council approve the First Amendment to the Public Works Contract with My Electrician Inc. for the Redlands Bowl Electrical and Theatrical Lighting Upgrade Project to extend the time for completion by ninety (90) calendar days.

DISCUSSION:

On October 18, 2022, the City Council approved a Public Works Contract with My Electrician Inc. to construct the Redlands Bowl Electrical and Theatrical Lighting Upgrade project for an amount not-to-exceed $2,000,000. The scope of the project consists of the removal and replacement of the existing theatrical sound and lighting system, including new towers, equipment, and a new utility service to provide sufficient power. Recently, My Electrician Inc. notified staff that the lead time for project materials is lengthy and exceeds the contract completion deadline. Therefore, staff is recommending a contract amendment to increase the contract time for completion by ninety (90) calendar days, resulting

in a revised contract time for project completion of one hundred eighty (180) calendar days. The contractor is aware of the upcoming Bowl season and staff has discussed various contingencies to ensure the Bowl is to use prior to the start of the season. This is the only contract revision proposed.

ALTERNATIVES:

City Council may elect not to approve this amendment. However, electing not to approve this amendment may result in the scope of the project not being completed as planned.

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

Discussion:

Approval of this amendment has no impact on the General Fund.

Attachments

My Electrician Inc. First Amendment
My Electrician Public Works Contract

FIRST AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract for the Redlands Bowl Electrical and Theatrical Lighting Upgrade Project for the ("Contract"), dated October 18, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and My Electrician Inc. ("Contractor"), is made and entered into this 17th day of January, 2023**.**

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the time for completion of the contract to April 30, 2023.

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

AGREEMENT

Section 1. Section 3 of the contract, entitled "Time for completion," is hereby amended to read as follows:

"TIME FOR COMPLETION: The Work shall be completed within one hundred eighty (180) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

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.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

MY ELECTRICIAN, INC.

By: _____
Brian M. Alston, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 18th day of October, 2022, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and My Electrician Inc. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Redlands Bowl Electrical and Theatrical Lighting Upgrade, PROJECT NO. FCS08012022JN, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Redlands Bowl Electrical and Theatrical Lighting Upgrade, PROJECT NO. FCS08012022JN (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of two million dollars ($2,000,000.00) 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: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

My Electrician Inc
Name of Contractor

By: _____
Signature of Authorized Agent

President
Title

_____
Signature of Authorized Agent (if necessary)

President
Title

1001662
Contractor's License No.

Premium will be adjusted based on final contract price

Bond No.: GS20300044
Premium: $20,250.00

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and My Electrician, Inc. (hereinafter designated as "Principal") have entered into an agreement dated _____,2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as **REDLANDS BOWL ELECTRICAL AND THEATRICAL LIGHTING UPGRADE** Project No. FCS08012022JN 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 Agreement, now, therefore, we, the Principal and The Gray Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Two million Dollars ($ 2,000,000.00) 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 Agreement, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if 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 Agreement in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the

Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to 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 Agreement 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 October 14th, 2022.

(SEAL)

My Electrician, Inc.

(Contractor)

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

The Gray Insurance Company

(Surety)

BY: (Signature) Cyndi Beilman, Attorney in fact

Address: 10040 N. 25th Ave., #118
Phoenix AZ 85021

Telephone: (602) 354-3117

CD 6

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS20300044 **Principal:** My Electrician, Inc.

Project: Redlands Bowl Electrical and Theatrical Lighting Upgrade

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Rebecca James and Cyndi Beilman of LaMesa, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of October , 2022 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of October , 2022 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On 10/14/2022 (Date) before me, Rebecca James (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Cyndi Beilman (Name(s) of Signer(s))

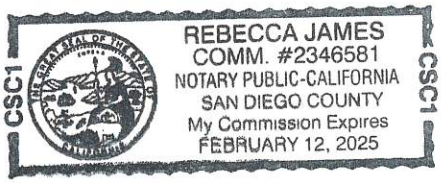
,

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

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

Witness my hand and official seal.

Signature Rebecca James
Signature of Notary Public Rebecca James



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Premium will be adjusted based on final contract price

Bond No.: GS20300044
Premium: Included in performance bond

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and _____ My Electrician, 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 _____, 2022, and identified as **REDLANDS BOWL ELECTRICAL AND THEATRICAL LIGHTING UPGRADE** Project No. FCS08012022JN 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 Two million Dollars ($2,000,000.00) 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 October 14th, 2022.

(SEAL)

My Electrician, Inc.
(Contractor)

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

The Gray Insurance Company
(Surety)

BY: _____
(Signature) Cyndi Beilman, Attorney in fact

Address: 10040 N. 25th Ave., #118
Phoenix AZ 85021

Telephone: (602) 354-3117

CD 7

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS20300044 **Principal:** My Electrician, Inc.

Project: Redlands Bowl Electrical and Theatrical Lighting Upgrade

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Rebecca James and Cyndi Beilman of LaMesa, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of October , 2022 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of October , 2022 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On 10/14/2022 (Date) before me, Rebecca James (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Cyndi Beilman (Name(s) of Signer(s))

,

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

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

Witness my hand and official seal.

Signature Rebecca James
Signature of Notary Public Rebecca James

REBECCA JAMES
COMM. #2346581
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
FEBRUARY 12, 2025

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CITY OF REDLANDS

BUSINESS TAX CERTIFICATE

2023

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

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

Business Name	MY ELECTRICIAN INC
Business Location	25415 Trade Winds Dr Menifee, Ca 92585-9049
Business Owner(s)	MY ELECTRICIAN INC

MY ELECTRICIAN INC
30141 ANTELOPE RD # D673
MENIFEE, CA 92584-7001

Business Type	Contractor- General
Description	GENERAL CONTRACTOR
Certificate Number:	08132833
Effective Date	October 13, 2022
Expiration Date	June 30, 2023

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact HdL Business Tax Support Center at (909) 479-2111.

MY ELECTRICIAN INC:

Thank you for your payment on your City of Redlands Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Tax Support Center via email at: Redlands@hdlgov.com or by telephone at: (909) 479-2111.

Keep this portion for your tax certificate separate in case you need a replacement for any lost, stolen, or destroyed tax certificate. A fee may be charged for a replacement or duplicate tax certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of Redlands Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of City of Redlands, please display the Business Tax certificate above in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Redlands
BUSINESS TAX CERTIFICATE

MY ELECTRICIAN INC
30141 ANTELOPE RD # D673
MENIFEE, CA 92584-7001

Certificate Number:	**08132833**
Date of Issue:	**10/13/2022**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

My Electrician Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

30141 Antelope Rd Suite D673

Requester's name and address (optional)

6 City, state, and ZIP code

Menifee CA 92584

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	0	–	0	6	5	0	7	4	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Eric Malstrom **Date ▶** 10/10/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance & Surety Services, LLC 4195 Chino Hills Parkway #403 Lic. 0I67797 Chino Hills CA 91709	CONTACT NAME: Gabriel Hill PHONE (A/C, No, Ext): (909) 703-9396 FAX (A/C, No): (909) 614-7387 E-MAIL ADDRESS: gabriel@issclic.com
INSURED (800) 342-6885 My Electrician, Inc. 30141 Anteleope Rd. Ste. D673 Menifee CA 92584	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Berkley Assurance Company — 39462 INSURER B: Travelers Casualty Company of — 19046 INSURER C: Benchmark Insurance Company — 41394 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 1177 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	Y	Y	VUMA0233361	12/08/2021	12/08/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Owners & Contr.Prot.						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	Y	Y	BA-9P826844-22-42-G	01/26/2022	01/26/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR	Y	Y	VUMA0233371	12/08/2021	12/08/2022	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	CST5022738	12/08/2021	12/08/2022	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured per attached CG 2010 12/19, CG 2037 12/19 and CA T474 02/16 endorsements. Primary wording applies per attached VCAS 2035 11/10 and CA T474 02/16 endorsement. Waiver of subrogation applies per attached CG 2404 12/19 and WC 040306 4/84 endorsements.

CERTIFICATE HOLDER

City of Redlands
35 Cajon Ave.
Redlands CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: VUMA0233361
My Electrician, Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed prior to the date of occurrence but only to the extent permitted by law. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.	As designated in written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2018

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed prior to the date of occurrence but only to the extent permitted by law and the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.	As designated in written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY WORDING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

With respect to coverage provided to an additional insured via attachment of an Additional Insured endorsement to this policy, such coverage is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

VUMA0233361
My Electrician, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or to which you are obligated by virtue of a written contract to waiver your right of recovery.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Any person or organization as required by written contract	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/08/2021 Policy No.: CST5022738 Endorsement No.

Policy Effective Dates: 12/08/2021 - 12/08/2022

Insured: My Electrician Inc

Carrier Name / Code: Benchmark Insurance Company A

WC 04 03 06
(Ed. 04-84)

Countersigned by _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
Redlands Bowl Electrical and Theatrical Lighting Upgrade
Project No. FCS08012022JN

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 18th day of October, 2022.

My Electrician Inc.
(Contractor)

Ben M. Alatorre
(Signature)

President
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

City Council/Financing Authority Meeting **I. 15.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Second Amendment to the Public Works Contract with DEARK E&C, INC. for the Senior Center Outdoor Dining Facilities Construction Project No. 03012022JN to extend the time for completion by sixty (60) calendar days and determine that the project is categorically exempt from environmental review pursuant to Section 15061 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 to determine that the approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the State's CEQA guidelines; and

2. I move to approve the Second Amendment to the Public Works Contract with DEARK E&C, INC. for the Senior Center Outdoor Dining Facilities Construction Project to extend the time for completion by sixty (60) calendar days.

RECOMMENDATION:

Staff recommends City Council approve the Second Amendment to the Public Works Contract with DEARK E&C, INC. for the Senior Center Outdoor Dining Facilities Construction project to extend the time for completion by sixty (60) calendar days. Staff further recommends that the approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the state's CEQA guidelines, pertaining to the common sense rule.

DISCUSSION:

On June 21, 2022, City Council approved a Public Works Contract with DEARK E&C, INC. to construct the Senior Center Outdoor Dining Facilities Construction project for an amount not-to-exceed $314,190. This project is funded by the County of San Bernardino's Fiscal Year 2021-22 Community Development Block Grant COVID-19 (CDBG-CV3). The scope of the work includes the construction of an ADA-compliant ramp, fabrication and installation of guardrails, chain link fence and gate, concrete block wall, storm drain and raised planters at the City's Senior Center.

On October 18, 2022, City Council approved the First Amendment to the Public Works Contract (Contract), extending the contract's completion time to January 21, 2023. However, DEARK E&C, INC. recently notified staff that the lead time for project materials is longer than anticipated and exceeds the contract completion deadline. Therefore, staff is recommending a contract amendment to increase the time for completion by sixty (60) calendar days, resulting in a revised contract time for project completion of two hundred forty (240) calendar days. This is the second contract revision proposed. Furthermore, the approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the state's CEQA guidelines, pertaining to the common sense exemption.

ALTERNATIVES:

City Council may elect not to approve this action. However, electing not to approve this action may result in the project not being completed and a loss or reduction of CDBG funding in the future.

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

Discussion:

Approval of this amendment has no impact on the General Fund, the project has been funded by grants.

Attachments

DEARK Second Amendment
DEARK Public Works Contract

SECOND AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This second amendment ("Second Amendment") to the Public Works Construction Contract for the Senior Center Outdoor Dining Facilities Construction Project for the ("Contract"), dated June 21, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and DEARK E&C, INC. ("Contractor"), is made and entered into this 17th day of January, 2023**.**

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the time for completion of the contract to March 22, 2023.

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

AGREEMENT

Section 1. Section 3 of the contract, entitled "Time for completion," is hereby amended to read as follows:

3 "TIME FOR COMPLETION: The Work shall be completed within two hundred forty (240) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

Section 2. All other provisions of the 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.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

DEARK E&C, INC.

By: _____
Dong Keun Jin, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 21st day of June, 2022, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Deark E&C, Inc. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Senior Center Outdoor Dining Facilities Construction Project No. 03012022JN, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Senior Center Outdoor Dining Facilities Construction Project No. 03012022JN (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Three Hundred Fourteen Thousand One Hundred Ninety Dollars ($314,190.00) 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 ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that Five Hundred Dollars ($500) per day is the estimated damage to City caused by the failure of the Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code

Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Deark Elec, Inc
Name of Contractor

By: _____
Signature of Authorized Agent

President
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

1059536
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
Senior Center Outdoor Dining Facilities Construction Project
Project No. 03012022JN

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 20th day of June, 2022.

Deark Elec, Inc
(Contractor)

(Signature)

President
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

Issued in two (2) original counterparts

FAITHFUL PERFORMANCE BOND

Bond No. CAC721627
Premium: $7,855.00

Whereas, the City of Redlands ("City"), State of California, and DEARK E&C, INC. (hereinafter designated as "Principal") have entered into an agreement dated June 21, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Senior Center Outdoor Dining Facilities Construction, Project No.03012022JN 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, Merchants Bonding Company (Mutual) , as Surety, are held and firmly bound unto the City in the penal sum of Three hundred fourteen thousand one hundred ninety dollars ($314,190.00) 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 June 16th, 2022.

(SEAL)	(SEAL)
Deark E&C, Inc.	Merchants Bonding Company (Mutual)
(Contractor)	(Surety)
(Signature)	BY: Shaunna Rozelle Ostrom (Signature) Attorney-in-Fact
	Address: 6700 Westown Parkway West Des Moines, IA 50266
(Seal and Notarial Acknowledgment of Surety)	Telephone (800) 678-8171

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

On 6/20/22 (Date) before me, Jin Y. Gong, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Pong Keun Im (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

JIN Y. GONG
COMM. # 2330490
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 18, 2024

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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

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ACKNOWLEDGMENT

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

State of California
County of Orange)

On 06/16/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

Signature _____ (Seal)
Melissa Ann Vaccaro

Bond No. CAC721627

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Arturo Ayala; Ben Stong; Benjamin Wolfe; Chelsea Arnold; Daniel Huckabay; Dwight Reilly; Frank Morones; Michael D Stong; R Nappi; Shaunna Rozelle Ostrom

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of May , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of May 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of June ,2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

Issued in two (2) original counterparts

LABOR AND MATERIAL BOND

Bond No. CAC721627

Whereas, the City Council of the City of Redlands, State of California, and Deark E&C, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated June 21, 2022, and identified as Senior Center Outdoor Dining Facilities Construction, Project No.03012022JN is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and *the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Three hundred fourteen thousand one hundred ninety dollars ($314,190.00) 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.

*Merchants Bonding Company (Mutual)

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 June 16th, 2022.

(SEAL)

Deark E&C, Inc.

(Contractor)

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

Merchants Bonding Company (Mutual)

(Surety)

BY:

Shaunna Rozelle Ostrom (Signature) Attorney-in-Fact

Address: 6700 Westown Parkway

West Des Moines, IA 50266

Telephone: (800) 678-8171

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

On 6/20/22 (Date) before me, Jin Y. Gong, notary pub (Here Insert Name and Title of the Officer)

personally appeared Dong Keun Jin (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

JIN Y. GONG
COMM. # 2330490
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 18, 2024

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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

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ACKNOWLEDGMENT

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

State of California
County of Orange)

On 06/16/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

FRS3 FRS3

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro

Bond No. CAC721627

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Arturo Ayala; Ben Stong; Benjamin Wolfe; Chelsea Arnold; Daniel Huckabay; Dwight Reilly; Frank Morones; Michael D Stong; R Nappi; Shaunna Rozelle Ostrom

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of May , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 13th day of May 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of June ,2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

City Council/Financing Authority Meeting **I. 16.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Professional Services Agreement and Single Source Purchase Order with Coffman Associates, Inc. for an amount not to exceed $98,650 to conduct a wildlife hazard assessment and prepare a wildlife hazard management plan, approve an additional appropriation in the amount of $98,650 and determine that the project is categorically exempt from environmental review pursuant to Section 15306 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 agreement with Coffman Associates, Inc. is categorically exempt from environmental review pursuant to Section 15306 of State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve an additional appropriation in the amount of $98,650 from the Airport Projects and Grants fund; and

3. I move that the City Council approve a Professional Services Agreement and Single Source Purchase Order with Coffman Associates, Inc. for an amount not to exceed $98,650.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the agreement with Coffman Associates, Inc. is categorically exempt from environmental review pursuant to Section 15306 of the State's guidelines implementing the California Environmental Quality Act. Staff also recommends that the City Council approve an additional appropriation in the

amount of $98,650. Furthermore, staff recommends that the City Council approve a Professional Services Agreement and Single Source Purchase Order with Coffman Associates, Inc. to conduct a wildlife hazard assessment and prepare a wildlife hazard management plan for the Redlands Municipal Airport.

DISCUSSION:

Redlands Municipal Airport (Airport) is a non-controlled general aviation facility owned by the City and managed by the Facilities and Community Services Department Aviation Division. The Airport encompasses 177 acres with one 4,505-foot runway, designated 8-26, and one parallel taxiway, designated Taxiway "A." There are 199 hangars, 307 tie-downs, and approximately 290 air-based aircraft. There are currently 9 registered businesses based at the airport.

Staff recently applied for and was awarded grant funding in the amount of $98,650 from the Federal Aviation Administration (FAA) to conduct a wildlife hazard assessment and prepare a wildlife hazard management plan. The Airport has seen significant increases in wildlife populations in the surrounding area and these tasks will help guide airport management’s actions to ensure a safe operating space for aircraft.

Staff is recommending approval of a Professional Services Agreement and a Single Source purchase order with Coffman Associates, inc for an amount not to exceed $98,650.The term of the agreement is for two years. The services provided in the agreement with Coffman Associates, Inc. will ensure the development of a wildlife hazard management plan and future operations at the city's airport. Coffman Associates has intimate knowledge of Redlands Airport, the surrounding area, current users, current operations, and expertise in airport facilities and operations. In addition, Coffman Associates developed the City's Airport Land Use Plan and is currently conducting an update.

Furthermore, the proposed project is categorically exempt from the requirements of the State's guidelines implementing the California Environmental Quality Act (CEQA) pursuant to Section 15306 as the proposed activities are for information gathering purposes only and to develop a plan for future adoption.

ALTERNATIVES:

The City Council may elect not to approve the Agreement and Single Source Purchase Order with Coffman Associates, inc., or the additional appropriation and direct staff accordingly.

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
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Donald Craw, Senior Manager

Fiscal Impact

Fiscal Year:	FY 2022-23
Revenue Generating:	Yes
Appropriation Required Y/N:	Yes
Amount:	$98,650
Budgeted Y/N:	N
Account No.:	564910-6710 & 4407

Discussion:

FAA Grant 3-06-0195-021-2022 in the amount of $98,650 was awarded to the City by the FAA in July 2022. The additional appropriation will appropriate both the grant revenue and grant-related expenditures in the Airport Projects and Grants orgkey (564910); 10% of the total project cost is to be paid by the City, per the terms of the grant agreement.

Attachments

Grant Agreement
Sole Source Request
Coffman Professional Services Agreement
Additional Appropriation

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region California

Los Angeles Airports District Office: 777 S Aviation Blvd, Ste 150 El Segundo, CA 90245

July 26, 2022

Honorable Mr. Barich
City of Redlands
35 Cajon Street
Suite 222
Redlands, CA 92373

Dear Mr. Barich:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0195-021-2022 at Redlands Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 31, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Gail Campos, (424) 405-7269, gail.campos@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Cathryn G. Cason
Cathryn G. Cason (Jul 26, 2022 09:48 PDT)

Cathryn Cason
Manager
[ADO has discretion to delegate signature authority to Program Manager]

U.S. Department of Transportation Federal Aviation Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 26, 2022
Airport/Planning Area	Redlands Municipal Airport
FY2022 AIP Grant Number	3-06-0195-021-2022
Unique Entity Identifier	VCE6UFMK6PL5

TO: City of Redlands
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 15, 2022, for a grant of Federal funds for a project at or associated with the Redlands Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Redlands Municipal Airport (herein called the "Project") consisting of the following:

Airport Wildlife Hazard Assessment/Management Plan

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $98,650.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 98,650 for planning
   $ 0 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2022, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

        a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

        b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

    1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

    2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

    3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

    1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

    2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –

        a. Associated with performance under this Grant; or

        b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:

    1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated [Enter Date], is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

    a. Prohibition of Reprisals

        1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

            i. Gross mismanagement of a Federal grant;
            ii. Gross waste of Federal funds;
            iii. An abuse of authority relating to implementation or use of Federal funds;
            iv. A substantial and specific danger to public health or safety; or
            v. A violation of law, rule, or regulation related to a Federal grant.

        2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

            i. A member of Congress or a representative of a committee of Congress;
            ii. An Inspector General;
            iii. The Government Accountability Office;
            iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
            v. A court or grand jury;
            vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
            vii. An authorized official of the Department of Justice or other law enforcement agency.

        3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

        4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

        5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

        6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Cathryn G. Cason
Cathryn G. Cason (Jul 26, 2022 09:48 PDT)

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Offi

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated July 26, 2022

City of Redlands

(Name of Sponsor)

Paul T Barich

Paul T Barich (Jul 26, 2022 10:01 PDT)

(Signature of Sponsor's Authorized Official)

By: Paul T Barich

(Typed Name of Sponsor's Authorized Official)

Title: Mayor of Redlands

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __California__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Redlands**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of July 15, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.
b. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
c. Hatch Act – 5 U.S.C. § 1501, et seq.[1]
d. Rehabilitation Act of 1973 – 29 U.S.C. § 794
e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
g. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
h. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[1]
i. Drug-Free Workplace Act of 1988 - 41 U.S.C. § 8101 through 8105.
j. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).
k. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 12372 - Intergovernmental Review of Federal Programs

b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

c. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

d. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14008 - Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

h. 49 CFR Part 20 – New Restrictions on Lobbying.

i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.

j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to private sponsors.

[2] 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[3] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[4] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the Sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4; creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Redlands**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

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: 12/16/22

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ 98,650

Proposed Vendor: Coffman Associates, Inc.

Request Term: 1/17/23 - 1/17/25

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:

Coffman Associates, Inc. has intimate knowledge of the Redlands Airport, it's operation, FAA regulations and procedures, the surrounding areas. They are also the contractor used by the City for preparation of the current Airport Land Use Plan update. Through the development of the Land Use Plan, they have already compiled geographically information, operational characteristics, land use projections, etc., that will assist in the development of the wildlife hazard mitigation plan. In addition, the acceptance of the grant funding and timing to expend the funds

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

Issuance of a Request for Proposal; however, prolonging the timeline will limit the available grant funding.

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

Tabitha Kevari 12/16/22

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of airport planning services ("Agreement") is made and entered in this 17th day of January 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Coffman Associates, Inc., a Missouri 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 professional airport planning services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates 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 Consultant shall perform and complete the Services in a prompt and diligent manner

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

4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City

Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

Compensation: Total compensation for Consultant's performance of the Services shall be in the amount of [Ninety Eight Thousand Six Hundred Fifty dollars] ($98,650). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule Title" which is attached hereto and incorporated herein by this reference..

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

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

CITY:	CONSULTANT:
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Dave Fitz, Chief Executive Officer Coffman Associates, Inc. 12920 Metcalf Avenue, Suite 200 Overland Park, KS 66213 diftz@coffmanassociates.com Phone: (816) 524-3500 Fax: (816) 524-2575

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and

represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account

only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS	Coffman Associates, Inc.
By: _____	By: _____
Eddie Tejeda, Mayor	Dave Fitz, Chief Executive Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
SCOPE OF SERVICES

GENERAL PROJECT DESCRIPTION

In order to reduce the potential of wildlife strikes with aircraft, the Federal Aviation Administration (FAA) has issued Advisory Circular (AC) 150/5200-38, *Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans*, which provides guidance to public use airports about certain land uses that potentially attract hazardous wildlife.

The purpose of this scope of work is to develop a plan to minimize the potential of wildlife strikes with aircraft at Redlands Municipal Airport (the Airport). This Scope of Services is presented in two phases, or steps. The first step in addressing wildlife concerns is to conduct a Wildlife Hazard Assessment (WHA) for the Airport. The WHA, conducted by a Qualified Airport Wildlife Biologist (QAWB), provides the scientific basis for the development, implementation, and refinement of the second step, which is the preparation of the Wildlife Hazard Management Plan (WHMP). The preparation of a WHA is presented in Element 1, and the preparation of the WHMP is presented in Element 2.

ELEMENT 1 - PREPARATION OF A WILDLIFE HAZARD ASSESSMENT

Task 1.1 - Kick-Off Meeting and Initial Site Assessment

An Initial Assessment meeting is to be conducted with airport staff immediately following execution of a contract. The focus of the meeting will be to discuss airport management activities, and past wildlife incursions. After the meeting, biologists will tour the airport and surrounding areas to evaluate wildlife attractants on the airport and a five-mile buffer around the approach/departure airspace. High- resolution aerial photography will be utilized to facilitate the attractant review. During the site assessment, WHA survey points will be established based on the locations of identified attractants and airport operations. Once the survey points are identified, the first round of wildlife surveys, will be completed and finalize the methods specific to the WHA.

The WHA QAWB may need to obtain an Airport Operations Area (AOA) Access Badge to attain driving clearance on the AOA. As part of the initial site visit, it is assumed that arrangements will be made for airport access, driving clearance on airport property, and escorts for any movement areas until the airport wildlife biologist has received the necessary security authorization and airfield driving/familiarity training at the Airport.

If Covid-19 safety protocols preclude airport staff from meeting in-person to conduct the initial assessment meeting, the meeting will be conducted remotely over Zoom. Conducting the meeting remotely will not eliminate the need to tour the airport and conduct the initial survey. The biologist will conduct the initial site survey following the meeting as discussed above. Provided the biologist is granted permission to drive in the AOA, all surveys can be conducted in absence of airport staff.

Responsibilities:

Consultant: The project team will review existing information on wildlife hazard issues, attend the kick-off meeting, take necessary security training, conduct a site visit, collect necessary data, and select survey points.

Sponsor: Provide Consultant with necessary security training, airport tour, airport access, data, and provide kick-off meeting location.

Product: Initial Assessment and kick-off meeting.

Task 1.2 - Identification of Attractants

Wildlife are attracted to areas that provide food, water, and shelter. This task will use high-resolution aerial photography to help identify wildlife attractants, identify attractants within the AOA, and within a five-mile buffer around the approach/departure airspace, as recommended by the FAA. Furthermore, this task will identify existing land uses or proposed land uses that are incompatible with safe airport operations, as stated in AC 150/5200-33C, within 10,000 feet of the airport and within the five-mile buffer.

Responsibilities:

Consultant: Identify wildlife attractants on the Airport, within 10,000 feet of the Airport, and within the five-mile buffer using aerial photography and investigating hazardous attractants and incompatible land uses to explain wildlife movements.

Sponsor: Review.

Product: Wildlife attractants analysis.

Task 1.3 - Wildlife Hazard Assessment Methods

A QAWB will implement survey methods pursuant to 14 CFR 139.337(c) and AC 150/5200-38. The QAWB will collect data to address the following components in the WHA: 1) analysis of events or circumstances prompting the WHA; 2) identification of attractants; 3) wildlife surveys; 4) description of hazards to air carrier operations; and 5) recommend actions for reducing identified wildlife hazards.

To analyze the events that triggered the WHA, data from the FAA Wildlife Strike Data Base, the previous WHA, the current WHMP, and other airport records (if available) will be reviewed. The records review will focus on identifying trends in incident circumstances, past observations, and current management actions. Utilizing field surveys, aerial imagery, and AC 150/5200-33C as guides, wildlife attractants will be identified on and around the airport. Existing land uses in perimeters A, B, and C that are incompatible with safe airport operations will be identified. Identification of wildlife attractants will begin during the initial site visit and will continue throughout the survey period.

As recommended by the FAA, wildlife surveys will be conducted at the airport at least two times a month for 12 consecutive months. Each survey will consist of observing all on-airport points at varying times of day. Off-airport points will be surveyed at least quarterly. The survey schedule will focus on capturing wildlife movements in the morning, afternoon, and evening hours. This will allow the surveyor to assess the potential wildlife hazards in varying conditions throughout the seasons. As recommended by FAA, modified point-counts for all wildlife, but especially birds, will be conducted during each survey. The biologist will survey each of the predetermined survey points for three to five minutes to identify wildlife use within the area. Modified point-count data forms will be completed with an emphasis on observed activity (e.g., flight height above ground level, direction from observer, number of runway crossings, relation to aircraft movement areas, etc.). The biologist will also collect data on general observations as they travel between survey points. General observations may include large mammal tracking surveys, small mammal burrow surveys, notable avian or large mammal movements, or facilities inspections.

In addition to the point-count surveys, spotlight surveys will be conducted and camera stations will be established periodically throughout the year to determine nocturnal animal activity on the airport property. If evidence of small mammal use of the airfield is observed, small mammal trapping (up to 100 adjusted trap nights) will be conducted to evaluate the prey base for larger birds and mammals on the airport property. The small mammal trapping surveys will utilize Sherman live traps. Our proposed survey methodology will allow us to identify wildlife species, numbers, location, movements, and daily and seasonal occurrences at the Airport. All survey data will be processed in a digital database for easy query and analysis. If requested, the database can be provided to the airport for future use.

Responsibilities:

Consultant: Conduct monthly wildlife and bird surveys for 12 consecutive months to

include nighttime spotlight surveys and appropriate small mammal trapping.

Sponsor: Provide Consultant with airport access as needed.

Product: Appropriate wildlife and bird surveys.

Task 1.4 - Wildlife Hazard Assessment Reporting

An Initial Assessment Report, three Quarterly Survey Updates, and a WHA Report will be provided. It is assumed that the Initial Assessment will be subject to two rounds of review and the WHA report will be subject to three rounds of review. The quarterly reports will consist of brief memos. All reports will be emailed for review. Comments will be addressed immediately following receipt of the comments.

An Initial Assessment Report will be written after the initial site assessment meeting and survey; the report will include the reason for the WHA, a brief description of the preliminary observations at the airport, and established survey methods and schedule.

Three quarterly reports with be prepared during the survey period. Each quarterly report will update airport staff on the survey efforts and findings conducted during the previous three months.

Once all surveys are complete, the data analyzed and prepare a WHA report. The report will evaluate the events that triggered the WHA by describing the airport and summarizing the strike data. The results of the surveys will include an identification of wildlife species observed by their numbers, locations, local movements, and daily and seasonal occurrences in the study area. Attractants on and near the airport will be identified. The WHA Report will describe the identified wildlife hazards to air carrier operations and recommend actions for reducing these wildlife hazards. If federally listed wildlife species are observed, the potential ramifications associated with managing the Federal *Endangered Species Act* listed species will be assessed. The draft WHA Report will be prepared and disseminated to airport staff for review and comment. Comments on the draft WHA Report will be incorporated and a final WHA will be prepared, which will be ready for the airport's submittal to the FAA for approval.

Responsibilities:

Consultant: Prepare Draft and Final WHA Reports.

Sponsor: Review and provide comments.

Product: One (1) hard copy and one (1) electronic copy of the Initial Assessment Report; electronic copies of three quarterly survey reports; and a WHA Report one (1) electronic copy of the Draft WHA Report, and three (3) hard copies and two

(2) CDs or USB flash drives of the Final WHA Report.

ELEMENT 2 - PREPARATION OF A WILDLIFE HAZARD MANAGEMENT PLAN

The following tasks will result in the preparation of a plan to address the hazardous wildlife situations described within the Wildlife Hazard Assessment (WHA) for the Airport. For the purposes of this scope of work, preparation of a full Wildlife Hazard Management Plan (WHMP), in accordance with the requirements of 14 Code of Federal Regulation (CFR) 139.337, was assumed. Should a lesser effort be required, a revision to this scope of work will be needed.

Task 2.1 - Overview of Wildlife Hazards

Using the WHA, an overview of wildlife hazards at the Airport will be prepared. The history of wildlife strikes at the Airport will be documented as well as the locations of specific wildlife hazards.

Responsibilities:

Consultant: Prepare Overview of Wildlife Hazards.

Sponsor: Review and provide comments.

Product: Overview of Wildlife Hazards.

Task 2.2 - Overview of Wildlife Management Techniques

A primer regarding airport wildlife management will be prepared with the purpose of informing users, readers, and reviewers regarding possible techniques that could be implemented at the airport. A summary of non-lethal and lethal techniques will be included. Descriptions of communication techniques and potential patrols will also be included.

Responsibilities:

Consultant: Prepare Overview of Wildlife Management Techniques.

Sponsor: Review and provide comments.

Product: Overview of Wildlife Management Techniques.

Task 2.3 - Wildlife Management Techniques to be Implemented at the Airport

A series of wildlife management techniques will be planned for implementation at the airport. A system for field monitoring and reporting will be formulated, best management practices will be used, and an annual work plan will be formulated and documented. Due to the unforeseen nature of specific agency requirements, the pursuit of local, state, and federal wildlife control permits is not included in the Scope of Services.

Responsibilities:

Consultant: Prepare Wildlife Management Techniques to be implemented.

Sponsor: Review and provide comments.

Product: Wildlife Management Techniques to be implemented.

Task 2.4 - Implementation and Evaluation

The manner in which the WHMP will be implemented and evaluated will be documented. A list of supplies and required training will also be outlined.

Responsibilities:

Consultant: Prepare a list of supplies and required training.

Sponsor: Review and provide comments.

Product: A list of supplies and required training.

Task 2.5 - Draft WHMP Document Preparation

Materials prepared during Tasks 2.1 through 2.4 will be utilized to compile the Draft WHMP document. The document will be compiled in a manner which will allow it to be a living document that is regularly used and implemented by assigned staff. Checklists, which can easily be duplicated, will be included in the document to allow for document review, implementation, and supply logs. The following sections will be provided in the document:

- A list of the individuals having authority and responsibility for implementing each

aspect of the plan.

- A list prioritizing the following actions identified in the wildlife hazard assessment and target dates for their initiation and completion.
- Requirements for and, where applicable, copies of local, State, and Federal wildlife control permits.
- Identification of resources that the certificate holder will provide to implement the plan.
- Procedures to be followed during air carrier operations.
- Procedures to review and evaluate the wildlife hazard management plan every 12 months.
- A training program conducted by a QAWB.

One (1) electronic copy of the draft WHMP in PDF format will be prepared for review by the Sponsor and FAA.

Responsibilities:

Consultant: Prepare Draft WHMP document.

Sponsor: Review and provide comments.

Product: A Draft WHMP document in PDF format.

Task 2.6 - Final WHMP Document Preparation

Following review of the Draft WHMP by the FAA and Sponsor, the final WHMP document will be prepared. After incorporating comments, three (3) hard copies and two (2) CDs or USB flash drives of the document will be prepared for the Sponsor and FAA.

Responsibilities:

Consultant: Prepare Final

WHMP document. **Sponsor:**

Review and provide

comments. **Product:** A Final

WHMP document.

Task 2.7 - Coordination Meetings/Conference Calls

It is anticipated that coordination meetings will be required during the preparation of the WHMP to coordinate with the Sponsor and FAA. These meetings could occur in-person or via conference call and/or video conference. These meetings/coordination calls are tentatively planned during the preparation of Task 2.3 and after Task 2.5 to review the Draft WHMP Document. It is assumed that one

(1) in-person meeting will occur as part of this task.

Responsibilities:

Consultant: Prepare meeting materials and attend meetings (one [1] in-person meeting).

Sponsor: Provide meeting location and attend meetings.

Product: Coordination meetings held at key decision intervals. One (1) in-person meeting is assumed.

Task 2.8 (Optional) - Wildlife Hazard Management Training

Upon completion of the WHMP, the project team can support the Airport in the implementation of the WHMP by conducting an initial wildlife hazard management training course for applicable personnel. The QAWB can develop and implement a one-day training program. Development includes preparation, review, and inclusion of the WHA and WHMP into the core curriculum and implementing a student- focused training program based on adult learning theory and instructional systems. The training curriculum will be based on and meet the FAA standards provided in AC 150/5200-36B. The WHMP training would be conducted via Zoom or a similar remote conferencing platform.

Responsibilities:

Consultant: An initial training program will be made available to satisfy the training requirements for the FAA.

Sponsor: Attend training program.

Product: An FAA-approved training program.

EXHIBIT "B"
Fee Schedule – Coffman and Associates

January 2022		Coffman Associates - Person Hours					ELEMENT/TASK TOTAL
		Principal $290	Senior Professional $256	Technical $112	Total Labor	Expenses	
Coffman Associates							
ELEMENT 1 - PREPARATION OF A WILDLIFE HAZARD ASSESSMENT							
Task 1.1	Kick-Off Meeting and Initial Site Assessment	0	4	0	$1,024	$0	$1,024
Task 1.2	Identification of Attractants	0	8	8	$2,944	$0	$2,944
Task 1.3	Wildlife Hazard Assessment Methods	0	0	0	$0	$0	$0
Task 1.4	Wildlife Hazard Assessment Reporting	2	4	0	$1,604	$0	$1,604
ELEMENT 2 - PREPARATION OF A WILDLIFE HAZARD MANAGEMENT PLAN							
Task 2.1	Overview of Wildlife Hazards	0	4	0	$1,024	$0	$1,024
Task 2.2	Overview of Wildlife Management Techniques	0	4	0	$1,024	$0	$1,024
Task 2.3	Wildlife Management Techniques to be Implemented at Airport	0	16	0	$4,096	$0	$4,096
Task 2.4	Implementation and Evaluation	0	4	0	$1,024	$0	$1,024
Task 2.5	Draft WHMP Document Preparation (Electronic Copy)	2	12	4	$4,100	$0	$4,100
Task 2.6	Final WHMP Document Preparation (3 Hard Copies and 2 Flash Drives)	2	4	4	$2,052	$0	$2,052
Task 2.7	Coordination Meetings/Conference Calls (1 In-Person Meeting)	8	8	0	$4,368	$1,500	$5,868
Task 2.8	Wildlife Hazard Management Training (Optional)	0	0	0	$0	$0	$0
COFFMAN ASSOCIATES PROJECT TOTAL		**14**	**68**	**16**	**$23,260**	**$1,500**	**$24,760**
SWCA Environmental Consultants							
ELEMENT 1 - PREPARATION OF A WILDLIFE HAZARD ASSESSMENT							
Task 1.1	Kick-Off Meeting and Initial Site Assessment						$0
Task 1.2	Identification of Attractants						$0
Task 1.3	Wildlife Hazard Assessment Methods (Includes Kick-Off Meeting and Initial Site Assessment)						$53,441
Task 1.4	Wildlife Hazard Assessment Reporting (Up to 5 Hard Copies and 3 Flash Drives)						$15,735
ELEMENT 2 - PREPARATION OF A WILDLIFE HAZARD MANAGEMENT PLAN							
Task 2.1	Overview of Wildlife Hazards						$0
Task 2.2	Overview of Wildlife Management Techniques						$0
Task 2.3	Wildlife Management Techniques to be Implemented at Airport						$0
Task 2.4	Implementation and Evaluation						$0
Task 2.5	Draft WHMP Document Preparation						$1,368
Task 2.6	Final WHMP Document Preparation						$0
Task 2.7	Coordination Meetings/Conference Calls						$0
Task 2.8	Wildlife Hazard Management Training (Optional)						$3,346
SWCA ENVIRONMENTAL CONSULTANTS PROJECT TOTAL							**$73,890**
PROJECT TOTAL							**$98,650**

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.

VENDOR

By:_____ Date: _____
Name, Title

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/13/2022

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**
Special Contractual Services	564910	6710	F564006	$ 98,650.00
			$	$ 98,650.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	564910	4407	F564006	$ 98,650.00
			$	$ 98,650.00

JUSTIFICATION: Contract with Coffman Associates to conduct wildlife hazard assessment and produce wildlife hazard management plan for Redlands Municipal Airport

Requested By: Chris Boatman
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Financing Authority Meeting **I. 17.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for commercial vendors and the temporary closure of a portion of 5th Street for the Stronger Together Now Giving Sundays within Ed Hales Park on January 29, 2023, February 26, 2023, March 26, 2023, April 30, 2023, September 24, 2023, October 22, 2023, and November 19, 2023; approve a request for in-kind support in the amount of $7,938 related to the events and determination that the events are categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that the request is appropriate, the following motions are provided:

1. I move that the City Council determine that these events are categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act, and;

2. I move to authorize the closure of a portion of N. 5th Street from 11:00 a.m. to 7:00 p.m. on January 29, 2023, February 26, 2023, March 26, 2023, April 30, 2023, September 29, 2023, October 22, 2023, and November 19, 2023, and;

3. I move to approve the expenditure of City resources and in-kind support in the amount of $7,938 related to the events.

RECOMMENDATION:

Staff recommends that the City Council direct staff accordingly related to the street closure request of a portion of 5th Street and the request for commercial vendors for the Giving Sundays events hosted by Stronger Together Now on January 29, 2023, February 26, 2023, March 26, 2023, April 30, 2023, September 24, 2023, October 22, 2023, and November 19, 2023, within Ed Hales Park, equipment resources, and further recommends City Council direct staff accordingly concerning expenditure for personnel and waiver of fees.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon issuing a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community.

The non-profit organization, Stronger Together Now (STN), has hosted other events in Redlands and is requesting to hold Giving Sunday events on the following dates: January 29, 2023, February 26, 2023, March 26, 2023, April 30, 2023, September 29, 2023, October 22, 2023, and November 19, 2023, at Ed Hales Park. The events will be held from 11:00 a.m. to 7:00 p.m. STN is requesting to have 34 commercial vendors at each of the events and request the temporary closure of a portion of 5th Street for the purposes of accommodating vendors.

STN is requesting a temporary street closure of a portion of 5th Street from E. State Street to the public parking lot entrance between the hours of 11:00 a.m. to 7:00 p.m. for the set-up and dismantling of the event. In addition, they are requesting to have commercial vendors with various sales of food and market vendors. There will also be live music, kids' activities, and service organizations and non-profit organizations on site. STN is also requesting in-kind support in the amount of $7,938 for departmental resources including personnel and equipment for the Facilities and Community Services department. Stronger Together Now is a registered non-profit organization operating out of the City of Rialto. City Council approval is required for the event because the Municipal Code prohibits commercial activity within city parks and also does not permit special events to take place within a city street. Therefore, the Council's approval is needed for this aspect of the request.

Should the City Council elect to approve the event, the following conditions of approval will apply:

- The event will be held within the park perimeter and along N. 5th Street, between E. State Street to the public parking lot entrance.
- All commercial vendors shall have a current City of Redlands business license to participate in the event; and
- The event shall comply with all County of San Bernardino Health Permit regulations.

ALTERNATIVES:

The City Council may elect to deny the event.

STRATEGIC PLAN:

Priority A- Quality of Life, Strategic Objective 1. Beautification, Arts, and Culture. Enhance community events to better reflect Redlands' diversity and demographics.

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:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2022-23
Amount:	$7,938.00

Discussion:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges	2023 Amount	Type	2022 Amount
(Personnel & Equipment)			
Facilities & Community Services Equipment[1]	$3,360.00	Soft Cost	N/A
Facilities & Community Services Personnel[1]	$3,920.00	Hard Cost	N/A
Personnel & Equipment Subtotal	**$7,280.00**		**N/A**
Fees Established by City Council Resolution			
Ed Hales Park Reservation	$658.00	Soft Cost	N/A
Fees Subtotal	**$658.00**		**N/A**
Total Departmental Charges and Fees	**$3,920.00** (hard) **$4,018.00**(soft) **$7,938.00(Total)**		**Total N/A**

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

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

TABLE 2: FY 2022-23 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	In-kind support Amount	Net Amount
$171,216.00	$72,335.50	$5,500.00	$249,051.50	$243,551.50

Attachments

A. Giving Sundays Request Packet

Event: _____

PERMIT TO CLOSE STREET FOR SOCIAL EVENT

Permission to close a street for an event is subject to the following requirements:

***	**MUST PROVIDE INSURANCE COVERAGE AS DESCRIBED. SEE REVERSE**
1.	**MUST attach street closure diagram. (Failure to submit diagram will result in non-issuance of permit).**
2.	**MUST attach event flyer or event description. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	Signs and barricades shall be supplied and installed by the applicant as required by the Municipal Utilities & Engineering Department Director.
4.	No tables or other objects shall be placed on the street surface.
5.	Permission in writing shall be granted by all residents of the affected portion of the street.
6.	The hours of street closure shall be within the hours of 9 a.m. to 9 p.m. Street must be fully opened by 9 p.m.
7.	The street shall remain open for emergency vehicles and local traffic at all times.
8.	No alcohol shall be consumed on the street right-of-way.
9.	This permit relates only to the closing of the street. It does not relate to the type of activity, noise or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to Stronger Together Now

To close 5th Street

Between State Street and Parking Lot entrance north of Ed Hales Park

On Last Sundays from 9:00 am am/pm to 6:00 pm am/pm

Address of applicant 511 S University St Redlands, CA 92374

Signature of applicant _____ Phone No. 213-595-8735

Condition(s) None requested by STN Team.

Event Description STN Giving Sundays on 1/29, 2/26, 3/26, 4/30, 9/24, 10/22 and 11/19/23

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ _____
Risk Management Date

2. _____ _____
Municipal Utilities & Engineering Department Date

3. _____ _____
One Stop Permit Center Manager Date

4. _____ _____
Chief of Police Date

CITY OF REDLANDS

SPECIAL EVENT SUMMARY

To be submitted with initial request and/or Formal Park Reservation. Special Event application may follow. City staff will review this summary to inform organizer of required permits and applications depending on specifics of event. Additional pages may be used if necessary.

Special Event Applications shall be submitted a minimum of 5 months prior to event. Submissions after the cut-off date may result in denial of event application.

Name of Event [redacted] STN Giving Sundays

Organization hosting event Stronger Together Now

Requested Dates(s) 1/29/23, 2/26/23, 3/26/23, 4/30/23, 9/24/23, 10/22/23, 11/19/23

Requested Event Start and End times 11am (start); 5pm (end time)

Requested Event set up and clean up times 11am-1pm & 5pm-7pm

Requested Location(s) Ed Hales Park

Event Type (*Description of event*). Attach event flyer if available

List specific details of event components (i.e. food or other vendors, parade, live music, crafts, fireworks, car show, run/walk, etc.)

Food & market vendors to support small businesses.
Live music, either DJ or live performance.
Kids Activities w/ BSU & school clubs.
Community Drives (themes change each month)

Service orgs & nonprofits for outreach efforts—

Vendors (mark all that apply, indicate anticipated number of vendors)

- [x] Food Vendors # 5-10
- [x] Vendors selling goods (*other than food*) # 10-30
- [ ] Other (*describe*) # [ ]

Will street closures be requested? [x] Yes [ ] No 5th St (State to Redlands Blvd)

If yes, include a map indicating street closures with exact location of closures.

Provide times each street will be closed 11am to 7pm

Describe purpose of the street closure (*for pedestrian run/walk, parade, etc.*)

Vendors will be organized in the street, & along with service orgs & nonprofits

Will Police or Fire staffing be requested? ☐ Yes ☒ No

If yes, describe purpose and estimated number, if known.

Will alcohol be served or sold? ☐ Yes ☒ No

If yes, what organization will be responsible for beer garden? Ø

Entry Fee to be charged? ☐ Yes ☒ No If yes, indicate amount

How will proceeds be used? What local organizations will benefit?

All proceeds go back to community outreach through nonprofit.

Information for organization point of contact (Name(s), Phone, Email)

Janelle Guerrero, 213-595-8735, janelle stronger together now1e @gmail.com

Any other pertinent information about event that will assist in review of event application

① January - Blood Drive ? donations for hospital patients
② February - Black History Month (Soul Food Fest) ? Bake Sale
③ March - National Reading Month (Book drives) ? Foster Youth
④ April - pet adoption ? Hygeine Drive
⑤ Sep - Soul Food Fest II ? Bake Sale
⑥ Oct - Latina Fest ; Domestic Violence
⑦ Nov - Holiday Community Drive ; Meals for Houseless.

For City use only

Date Received ☐ *Requires City Council Approval* ☐ *Yes* ☐ *No*

City of Redlands *In-Kind Support Request*

Event Name: STN Giving Sundays

Event Date(s): Multiple Days **Location(s):** Ed Hales Park

Rain Out Date: None **Beginning Time:** 11am **End Time:** 4pm

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

STN is requesting Ed Hales Park reservations multiple times throughout 2023. The dates are as follows: 1/29, 2/26, 3/26, 4/30, 9/24, 10/22, & 11/19. Each month will coincide with community drives/outreach efforts that align with Family & Community Engagement efforts through RUSD. A few examples are blood drives, food/clothing/hygiene/toy drives, pet food drives, backpack and shoe giveaways. Awareness campaigns include domestic violence and suicide prevention. A market with local vendors will be included, as well as music/artist/speaker/performers.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — 5th St closure; State St to parking lot entrance
- [ ] Police (*Public Safety Personnel*)
- [ ] Fire (*Paramedics, Inspectors*)
- [x] Parks (*Cleanup Personnel, Ball Field Lights*) — Ed Hales Park
- [ ] Facility

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

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

- [x] Other — trash pickup/cleanup on event dates.

Group/Organization Name: Stronger Together Now

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 86-3416186

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes in 2022 for Juneteenth Music Celebration

Primary Contact Name & Title: Janelle Guerrero, CEO

Mailing Address: 511 S University St Redlands, CA 92374

Phone Number: 213-595-8735 **E-Mail Address:** strongertogethernowie@gmail.com

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

The engagement at our events are significant and help bring community together in a positive and impactful way. The feedback from local leadership, attendees, partners, volunteers, vendors, artists and performers, all focuses on a feeling of connection and collective care. We help improve accessiblity to local programs, organizations, resources and events - especially among marginalized communities - and this helps to improve engagement and trust. We love providing this service and outreach. The money raised will allow these events to be free and consistent. It will also support our Youth Empowerment Program, starting in SB Valley College in Spring 2023.

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

Downtown Redlands is an area with beautiful stores, restaurants and businessess. STN events draws new people/customers/merchants to the area, because we create a safe space for people who wouldn't normally visit Redlands. STN dedicates itself towards educating, enabling and empowering marginalized, and often silenced, individuals with emphasis on those who identify as Black, Brown, LBGTQ+, and houseless. Our efforts have engaged and reinvigorated a new crowd of locals who come back to support local business.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	300	~300	15-25
Attendance: Non-Residents	500	~500	15-25
Food & Beverage Sales	Yes	Yes	10
Merchandise Sales	Yes	Yes	30
Ticket/Entrance Fees	None	None	None
Other		$100 vendor fee	$100 vendor fee
Total Revenue	0	$2-3000	$2-3,000

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

Signature: [signature] **Title:** CEO

Please Print Your Name: Janelle Guerrero **Date:** 12/14/22

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

INSURANCE SCHEDULE

A. The vendor/contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self-insurance programs maintained by the City.

- *Worker's Compensation and Employer's Liability* insurance in the amount that meets the statutory requirement shall be in force with an insurance carrier acceptable to the City.
- *Comprehensive Commercial General Liability* insurance in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate shall be in force with an insurance carrier acceptable to the City and **name the City as additional insured**. {Three million dollars ($3,000,000) aggregate for projects with greater exposure.}
- *Commercial Automobile Liability* insurance with minimum limits of one million dollars ($1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability shall be in force and **name the City as additional insured**. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

B. The vendor/contractor shall instruct their insurance agent/broker to furnish properly executed certificates of insurance to the City.

- Certificates of insurance shall clearly evidence coverage required above.
- Certificates of insurance shall be **submitted by the agent/broker directly** either via email to kbraun@cityofredlands.org or U.S. Mail to:

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

FAX 909-335-4762/PHONE 909-798-7679

K:\QOL OSPC Permit to close street

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: JANELLE GUERRERO
SHAHINIAN INSURANCE SERVICES, INC. 801 PARKCENTER DR. #101 SANTA ANA CA 92705 PHONE (800) 457-2231 / INSURANCE@SHAHINIAN.COM	PHONE (A/C, No, Ext): 213 595 8735 FAX (A/C, No): E-MAIL ADDRESS: STRONGERTOGETHERNOWIE@GMAIL.COM
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: UNITED STATES LIABILITY INS. CO.
INSURED STRONGER TOGETHER NOW 351 E CHAPARRAL ST RIALTO CA 92376	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 256125 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		NPP 1605735	9/7/22	9/7/23	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INCLUDED
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	ABUSE & MOLESTATION $100,000 EACH CLAIM $200,000 AGGREGATE			NPP 1605735	9/7/22	9/7/23		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LOCATION: ED HALE PARK, 5TH ST & N 5TH ST, REDLANDS, CALIFORNIA 92373

THE CITY OF REDLANDS IS NAMED AS ADDITIONAL INSURED. COVERAGE IS PRIMARY AND NON-CONTRIBUTING TO ANY INSURANCE MAINTAINED BY THE CITY

CERTIFICATE HOLDER

CITY OF REDLANDS
ATTN: RISK MANAGEMENT
P. O. BOX 3005
REDLANDS, CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STRONGER TOGETHER
NOW PRESENTS

STN GIVING SUNDAYS 2023



LAST SUNDAY OF MOST MONTHS
ED HALES PARK REDLANDS
11AM-4PM

STRONGERTOGETHERNOW_IE


Vendor types
Accessories/Jewelry
Bath & Beauty
Beverage
Clothing
Entertainment
Food - Dessert
Food - Main
Food - Main/Dessert
Food - Snack
Health & Beauty
Homegoods
Non Profit
Service - Funeral
0 10 20 Feet
nearmap, San Bernardino

City Council/Financing Authority Meeting **I. 18.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Professional Services Agreement with Geo-Logic Associates, Inc., for Landfill Hydrogeologic Support at the California Street Landfill for a total amount not to exceed $240,040 and determine that approval of this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (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 City Council determine that approval of this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve a Professional Services Agreement with Geo-Logic Associates, Inc., for Landfill Hydrogeologic Support at the California Street Landfill for an amount not-to-exceed $79,642 for a period of one year, with two additional one-year renewal options for a total amount not-to-exceed $240,040.

RECOMMENDATION:

Staff recommends the City Council approve a Professional Services Agreement ("Agreement") with Geo-Logic Associates, Inc., for Landfill Hydrogeologic Support at the California Street Landfill in an amount not-to-exceed $79,642 for a period of one year, with two additional one-year renewal options for a total amount not-to-exceed $240,040. In addition, staff recommends that approval of this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Department, Solid Waste Division, operates a landfill located on Nevada Street, adjacent to the Santa Ana River wash. The landfill is utilized exclusively for refuse collected within the city limits and is not open to the public. The landfill is regulated by a variety of state entities that permit and monitor the daily operations of the site. The Regional Water Quality Control Board (RWQCB) requires annual water quality monitoring and reporting, which is facilitated by outside contractual service. The proposed consultant will play a lead role in assuring compliance with all water quality regulations pertaining to the City's operation and operating permit for the landfill.

City staff issued a request for proposals (RFP) in accordance with the City's procurement policy. A total of two firms responded as depicted in the following table.

Firm Name	Responsive Proposer	Responsible Proposer
Geo-Logic Associates, Inc.	X	X
Montrose	X	X

Staff rated the proposals and is recommending that City Council approve the Agreement with Geo-Logic Associates, Inc., in the amount of seventy-nine thousand six hundred forty-two ($79,642) for one year, with two additional one-year renewal options. The compensation for the performance of services shall not exceed the amount of seventy-nine thousand six hundred forty-two ($79,642) for the second term, and eighty thousand seven hundred fifty-six ($80,756) for the third term, bringing the total agreement to an amount not-to-exceed two hundred forty thousand forty ($240,040).

Geo-Logic Associates, Inc., was deemed to be the most qualified firm based on their demonstrated competence and qualifications necessary for the satisfactory performance of the services required, and the cost of such services. Geo-Logic Associates, Inc., will provide professional consulting services for sampling, data validation, database management, performance monitoring, hydrogeologic support, technical and statistical analysis, and reporting services. Additional tasks may also include well decommissioning, well installation, pump maintenance, and other technical services for the City of Redlands California Street Landfill for the next three years.

The proposed action is exempt from the requirements of the California Environmental Quality Act's (CEQA) guidelines pursuant to Section 15061(b)(3)

as the approval of the Agreement would be covered by the general rule common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and there is negligible expansion of existing facilities.

ALTERNATIVES:

City Council may elect not to approve the agreement.

STRATEGIC PLAN:

Supports Priority D: Sustainability.

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:
Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2022-23
Amount:	$240,040
Budgeted Y/N:	Yes
Account No.:	511900

Discussion:

Sufficient funding for this service is included in the Solid Waste Division's (511900) budget for Fiscal Year 2022-2023 as approved by City Council.

Attachments

A. Professional Services Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of hydrogeologic consulting services associated with the California Street Landfill ("Agreement") is made and entered in this 21st day of January, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Geo-Logic Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide regulatory reporting and hydrogeologic support for the California Street Landfill services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Christopher 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 term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City

Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of seventy-nine thousand six hundred forty-two dollars ($79,642) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of seventy-nine thousand six hundred forty-two dollars ($79,642) for the first Extended Term; and eighty thousand seven hundred fifty-six dollars ($80,756) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of two hundred forty thousand forty dollars ($240,040). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by this reference.

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

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

CITY:

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

CONSULTANT:

Michael D. Reason, PG,CHG Vice President
Geo-Logic Associates, Inc.
2777 East Guasti Road
Ontario, CA 91761
mdreason@geo-logic.com
(909) 626-2282

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property

occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried

and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

GEO-LOGIC ASSOCIATES, INC.

By: _____
Michael D. Reason, PG, CHG, Vice President

EXHIBIT "A"

SCOPE OF SERVICES

Monitoring Support. Consultant will collect the required samples from the designated sampling locations and submit samples to the City-selected, State-certified laboratory for analysis. Leachate samples will be collected and delivered to the laboratory by staff of consultant.

Task 1: Quarterly Groundwater Monitoring Reports. Consultant will perform all water quality sampling as required. During all monitoring reporting periods, Consultant will review field notes and laboratory data in a timely fashion so that data review is completed quickly and any required RWQCB notification meets the deadlines established in Order No. R8-2004-0008 including amendments stipulated in Order No. R8-2008-0094. The data review will include:

- Providing technical and regulatory expertise to City staff.
- Review of all field notes to verify that proper sampling techniques were utilized.
- A thorough data quality check to verify that holding times, required analyses, reporting limits and laboratory precision requirements have been met.
- Updating water level and groundwater quality databases.
- Performance of a thorough quality control check on all data to verify that only correct information is input into the databases.

All sample analyses will be checked against sample collection dates to verify that holding times were met. Analytical results will also be checked to verify that all required analyses have been performed and that laboratory quality assurance results were within acceptable limits. Any identified problems will be detailed in the quarterly reports.

The procedure for laboratory data entry includes manual transfer of data into the existing database. Water level information and field data will also be manually input. All data entered into the database will be checked to ensure that the database is accurate. Laboratory reporting limits, BPO's, and maximum concentration levels will be highlighted with bold font so that the reader can easily discern potential problems.

Statistical analysis of the water quality data will be performed by Consultant. In addition to the statistical analysis of metals surrogates and selected general minerals, selected volatile organic compounds detected at the landfill since September 1998, will be statistically analyzed to establish concentration limits equal to background concentrations during this portion of an extended evaluation monitoring period. VOC statistical analyses will be performed as data quantity and quality permit for each compound of concern, on a per-well basis, using intra-well methods as well as background-to-compliance comparisons. Charts and tables will be used to illustrate VOC statistical findings.

The quarterly groundwater monitoring reports will include the following information:

- taken or planned.
- An executive summary of current monitoring results.
- A discussion of groundwater occurrence and movement, including hydrographs for each well, a groundwater elevation contour map, and groundwater gradient calculation.
- A discussion of groundwater quality, including field and laboratory methods, statistical methodology and results, tabulated analytical results, copies of laboratory reports and chain of custody forms, copies of field forms, and graphs of constituents detected at concentrations exceeding intra-well statistical variances.
- Sludge chemical analyses.
- Conclusions, and as needed, recommendations.
- All data entered into the database will be checked to ensure that the database is accurate.

Consultants shall provide the City with an executive Summary of the quarterly reports before the 15th of each month following a quarterly reporting period for inclusion into the City's quarterly report to the LEA as required by permit.

Task 2: Annual Groundwater Monitoring Reports. The annual groundwater monitoring reports will be prepared in combination with the yearly first quarter reports (January-March; report due April 30). In addition to the

requirements listed in Task 1, the following items will be included in the annual reports:

- Groundwater monitoring well data summaries, including tabular and graphical summaries of groundwater levels and sampling results for all annual data, graphical presentation of groundwater constituents that equaled or exceeded BPOs or maximum concentration levels during any quarter if the monitoring period, and summary tables of vadose zone sample results.
- An annual summary, discussion and recommendations regarding the detection of VOCs, and any statistical background concentration limits for VOCs which were analyzed within the constraints of available data quality and quantity.
- A discussion of groundwater quality at the CSL, a discussion of vadose zone quality and potential impacts to groundwater quality, and updated information relating to the groundwater monitoring system and hydro-geology of the CSL.

Task 3: Leachate Sampling and Reporting. A sample of the leachate will be collected and analyzed for all EPA Appendix II constituents in October of each year. If compounds are detected in the October leachate sample, a retest sample will be collected the following April. The retest sample will be tested only for the compounds that were detected for the first time in the October sample. The results of these analyses will be submitted in the appropriate quarterly report (fourth quarter for the October sample, second quarter for the April sample).

Task 4: Leachate (LCRS) Phase Two Annual Performance Monitoring System Testing. The Phase Two performance monitoring system will be tested annually in accordance with the CSL Leachate Management Plan, Title 27 and the CSL Waste Discharge Requirements (WDRs). The annual test shall be performed no later than October 31 of each year or a date agreed upon by the RWQCB. A LCRS annual performance monitoring system test report form is required and is provided in the CSL's Leachate Management Plan for the Consultant. A copy of the performance monitoring test report shall be provided to the RWQCB in accordance with the WDR monitoring and reporting program for the CSL reference in Section 3.6 of the Leachate Management Plan.

Task 5: Leachate (LCRS) Regulatory Compliance Dye Test.

To meet regulatory compliance at the California Street Landfill, California Code of Regulations (CCR) Title 27, Section 20340 (d), and the CSL WDRs require that a landfill LCRS dye test be performed annually to demonstrate that the LCRS functions properly. Per the CSL Leachate Management Plan (LMP), annual testing of the Phase II LCRS is required by October 31 of each year to verify that liquid in the system drains to the collection sump, that liquid head over the primary line is less than 12 inches, and that the transducers are functioning properly. Consultant will perform all activities needed to perform the annual LCRS sump dye test including, but not limited to ordering and installing leachate level transducers and flow meters, troubleshooting equipment, several trips to the field to confirm operation of equipment, communication with City staff, and project logistical support.

Task 6: Condensate (CCRS) Annual Sampling and Report Preparation. In accordance with the Condensate Management Plan, condensate from the condensate and collection recovery system (CCRS) will be sampled and analyzed no later than October 31 of each year. The samples will be analyzed for constituents listed in Appendix A.

The analytical results of the condensate sampling and analysis performed in item 2 above will be reported to the RWQCB in the fourth quarter report due no later than January 31 of the following calendar year.

Task 7: Database Management. Each quarter, the existing database will be reviewed and edited such that only data relevant to the current groundwater movement, quality and hydrogeologic character is included for statistical analysis. A separate database will also be maintained and updated as needed for historical trends.

Task 8: Landfill Expansion Support. Consultant will provide continued technical support for landfill related to cell construction and expansion in the event that additional phases are added during this agreement period. This task also includes project management, field support and all required witnessing, supervision, documentation, and reporting for the decommissioning or relocation of water quality monitoring wells, as needed.

Task 9: Other Tasks. Consultant will provide the City with general consulting services including all miscellaneous requests and technical support for all unforeseeable events related to groundwater and surface water quality and protection at the CSL.

In order to meet the City's needs, and at the City's request, Consultant will answer any questions or issues the city, regulators, or general public may have regarding groundwater and vadose zone quality at the landfill.

Deliverables. Deliverables will consist of formal memorandums, letter reports, and faxed information to be provided to City staff on a time and materials basis upon request. One draft copy of each technical report will be submitted to the City's Facilities and Community Services Department Director for review. After incorporation of the City's comments, two bound copies of the final reports and one digital report will be submitted for the City's use and distribution. In the case of the quarterly and annual groundwater monitoring reports, two bound complete hard copies will be provided to the City. One hard bound copy of the final report and digital file will be submitted to the State Water Resources Control Board's database for each Quarterly and Annual Reports. All field work will be personally attended and witnessed firsthand by a geologist currently registered in the State of California, who will then certify all technical reports resulting from the work performed.

EXHIBIT "B"
Fee Schedule

Consulting Services for Landfill Hydrogeologic Support

Table A

Work Task	Principal Professional 276	Project Professional II 206	Project Professional I 177	Staff Professional I 135	Field Tech IV 150	Field Tech II 112	GLA Subtotal ($)	Vehicle & Sampling Equip. / Supplies 30	Expenses (3% GLA labor) (3%)	Total Quarterly Cost ($)	2023 Cost	2024 Cost	2025 Cost
Tasks 1-7 Sampling and Reporting of Groundwater, Gas, Leachate, Condensate, and Other Matrices, LCRS Performance Monitoring, and Database Management													
First Quarter													
Sampling	0	1	0	1	4	22	$ 3,405	26	$ 103	$ 4,288			
Reporting (includes annual report)	1	1	8	36	0	0	$ 6,758	0	$ 203	$ 6,961			
Totals:	1	2	8	37	4	22	$ 10,163	$ 780	$ 306	$ 11,249	$ 11,249	$ 11,249	$ 11,249
Second Quarter													
Sampling	0	1	0	1	4	36	$ 4,973	40	$ 150	$ 6,323			
April Leachate Retesting	0	0	0.5	1	1	4	$ 822	5	$ 25	$ 997			
Reporting	1	1	8	30	0	0	$ 5,948	0	$ 179	$ 6,127			
Totals:	1	2	8.5	32	5	40	$ 11,743	$ 1,350	$ 354	$ 13,447	$ 13,447	$ 13,447	$ 13,447
Third Quarter													
Sampling	0	1	0	1	4	22	$ 3,405	26	$ 103	$ 4,288			
Reporting	1	1	8	30	0	0	$ 5,948	0	$ 179	$ 6,127			
Totals:	1	2	8	31	4	22	$ 9,353	$ 780	$ 282	$ 10,415	$ 10,415	$ 10,415	$ 10,415
Fourth Quarter													
Sampling	0	1	0	1	4	22	$ 3,405	26	$ 103	$ 4,288			
October Leachate Sampling	0	0	0.5	1	1	4	$ 822	5	$ 25	$ 997			
LCRS Testing	0	0.5	0.5	1	12	8	$ 3,023	20	$ 91	$ 3,714			
Reporting	1	1	8	30	0	0	$ 5,948	0	$ 179	$ 6,127			
Fourth Quarter 2025 COC Reporting	*0*	*0*	*0*	*4*	*0*	*0*	*$ 540*	*0*	*$ 17*	*$ 557*			
Totals:	1	2.5	9	37	17	34	$ 13,737	$ 1,530	$ 398	$ 15,125	$ 15,125	$ 15,125	$ 15,682
Annual Total (Tasks 1-7)											$ 50,236	$ 50,236	$ 50,793
Task 8 - Landfill Expansion Support													
Labor and incidental costs for expansion support, as directed by City											as needed	as needed	as needed
Task 9 - Other Tasks													
Labor and incidental costs for other tasks, as directed by City											as needed	as needed	as needed

Additional Services on an as needed basis – per Geologic rate schedule as noted in Table A

Work Task	2023 Cost	2024 Cost	2025 Cost
Additional Testing & Maintenance; Well Decommissioning/Installation	$13,447	$13,447	$13,447
Phase II LCRS Testing; Other Technical Support	$15,959	$15,959	$16,516
Annual Total	$29,406	$29,406	$29,963

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.

Geo-Logic Associates, Inc.

By:_____ Date: _____
Michael D. Reason, PG, CHG, Vice President

City Council/Financing Authority Meeting **J. 1.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Presentation of National Community Survey (NCS) Results (Public Information Officer Baker)

MOTION:

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

I move to receive and file the presentation on the results of a National Community Survey (NCS) conducted by Policy Confluence Inc. dba Polco.

RECOMMENDATION:

Staff recommends that the City Council receive and file a presentation on the results of the National Community Survey (NCS) conducted by Policy Confluence Inc. dba Polco.

DISCUSSION:

In July 2021, as part of a multifaceted approach towards the development of a strategic vision for Redlands, the City Manager's Office contracted with Policy Confluence, Inc. dba Polco to conduct a community-wide survey. The survey instrument, known as the National Community Survey (the NCS), includes standard questions for measuring resident satisfaction levels and perceptions about the quality of local government services and four custom questions. The standardized portions of the NCS allow Polco to provide benchmark comparisons to any of the hundreds of communities who have conducted the survey. The NCS is the only resident survey tool endorsed by the International City/County Management Association (ICMA) and the National League of Cities. The results of the 2021 NCS were presented to the City Council in November 2021.

In order to effectively gauge resident's continued satisfaction with City services, in February 2022, the City again contracted with Polco to conduct the 2022 NCS. In an identical manner to the 2021 NCS, in early September, the 2022 survey instrument was distributed to a randomly selected sample of Redlands residents, representative of the City's demographics and spread equitably among each of the five City Council election districts. On October 5, 2022, the survey was opened to general participation for all members of the community. Data collection ended on October 19, 2022. During the months of October and November, Polco compiled the results into the report which will be presented to the City Council and the public this evening. After this presentation, the report will be available on the City's website.

SUBMITTED BY:

Janice McConnell, Assistant City Manager

REVIEWED BY:

Charles M. Duggan, Jr., City Manager
Yvette Abich Garcia, City Attorney
Carl Baker, Public Information Officer

PREPARED BY:

Ross Wittman, Project Manager

Fiscal Impact

Discussion:

There is no fiscal impact with the receipt and filing of the 2022 National Community Survey.

Attachments

National Community Survey Report Results 2022

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

Redlands, CA

The National Community Survey

Report of Results
2022

Report by:

National Research Center

POWERED BY POLCO

Polco

Visit us online!
www.polco.us

About The NCS™



The National Community Survey™ (The NCS™) report is about the "livability" of Redlands. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents' opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement



The report provides the opinions of a representative sample of 339 residents of the City of Redlands collected from August 31st, 2022 to October 19th, 2022. The margin of error around any reported percentage is 5.2% for all respondents and the response rate for the 2022 survey was 13%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Redlands.

How the results are reported

For the most part, the percentages presented in the following tabs represent the "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer "don't know." The proportion of respondents giving this reply is shown in the full set of responses included in the tab "Complete data." However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Comparisons to benchmarks

NRC's database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 600 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Redlands's results are noted as being "higher" than the benchmark, "lower" than the benchmark, or "similar" to the benchmark, meaning that the average rating given by Redlands residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as "higher" or "lower" than the benchmark means that Redlands's average rating for a particular item was more than 10 points different than the benchmark. If a rating was "much higher" or "much lower," then Redlands's average rating was more than 20 points different when compared to the benchmark.

The survey was administered during the COVID-19 pandemic, a time of challenge for many local governments. While we provide comparisons to national benchmarks, it is important to note that much of the benchmark data was collected prior to the pandemic. This may impact how your City's 2022 ratings compare to other communities' ratings from the past five years.

Trends over time

Trend data for Redlands represent important comparison data and should be examined for improvements or declines*. Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than seven percentage points between the 2021 and 2022 surveys, the change is statistically significant.

* In 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

Methods

Selecting survey recipients

All households within the City of Redlands were eligible to participate in the survey. A list of all households within the zip codes serving Redlands was purchased from Go-Dog Direct based on updated listings from the United States Postal Service. Since some of the zip codes that serve the City of Redlands households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the City of Redlands boundaries were removed from the list of potential households to survey. Each address identified as being within city boundaries was further identified as being within one of the 5 areas. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was selected using the birthday method. The birthday method selects a person within the household by asking the "person whose birthday has most recently passed" to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

Conducting the survey

The 2,800 randomly selected households received mailings beginning on August 31st, 2022 and the survey remained open for 7 weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link to give residents the opportunity to respond to the survey online. All follow-up mailings asked those who had not completed the survey to do so and those who had already done so to refrain from completing the survey again.

The survey was available in English and Spanish. All mailings contained paragraphs in both languages instructing participants on how to complete the survey in their preferred language.

About 2% of the 2,800 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,731 households that received the invitations to participate, 357 completed the survey, providing an overall response rate of 13%. The response rate was calculated using AAPOR's response rate #2* for mailed surveys of unnamed persons.

It is customary to describe the precision of estimates made from surveys by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents' opinions are relied on to estimate all residents' opinions. The margin of error for the City of Redlands survey is no greater than plus or minus 5.2 percentage points around any given percent reported for all respondents (339 completed surveys).

In addition to the randomly selected "probability sample" of households, a link to an online open participation survey was publicized by the City of Redlands. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and a question about where they heard about the survey. The open participation survey was open to all city residents and became available on October 5th, 2022. The survey remained open for 2 weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open participation respondents.

Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a "key and verify" method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2010 Census and 2020 American Community Survey estimates for adults in the City of Redlands. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.* The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target*
Age	18-34	7%	34%	34%
	35-54	23%	31%	31%
	55+	69%	36%	35%
Area	Area 1	22%	25%	24%
	Area 2	10%	17%	17%
	Area 3	14%	18%	17%
	Area 4	24%	21%	21%
	Area 5	30%	21%	20%
Hispanic origin	No, not Spanish, Hispanic, or Latino	89%	68%	68%
	Spanish, Hispanic, or Latino	11%	32%	32%
Housing tenure	Own	79%	58%	58%
	Rent	21%	42%	42%
Housing type	Attached	21%	35%	35%
	Detached	79%	65%	65%
Race & Hispanic origin	Not white alone	24%	49%	49%
	White alone, not Hispanic or Latino	76%	51%	51%
Sex	Man	50%	47%	46%
	Woman	50%	53%	54%
Sex/age	Man 18-34	4%	17%	16%
	Man 35-54	11%	15%	15%
	Man 55+	34%	16%	16%
	Woman 18-34	3%	16%	18%
	Woman 35-54	13%	17%	16%
	Woman 55+	35%	20%	20%

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python and Tableau. For the most part, the percentages presented in the reports represent the "percent positive." The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating "yes" or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer "don't know." The proportion of respondents giving this reply is shown in the full set of responses included in the tab "Complete data". However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Contact

The City of Redlands funded this research. Please contact Ross Wittman of the City of Redlands at rwittman@cityofredlands.org if you have any questions about the survey.

Survey Validity

See the Polco Knowledge Base article on survey validity at https://info.polco.us/knowledge/statistical-vali

* See AAPOR's Standard Definitions for more information at https://www.aapor.org/Publications-Media/AAPOR-Journals/Standard-Definitions.aspx
* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from https://web.stanford.edu/group/iriss/cgi-bin/anesrake/resources/RakingDescription.pdf
* Targets come from the 2010 Census and 2020 American Community Survey

Highlights

Residents value the City's utility infrastructure

When asked how important residents think it is for the City of Redlands to focus on in the next two years, 87% of residents identified the overall utility infrastructure as a priority. A strong majority, about 8 in 10, favorably rated garbage collection and sewer services, this is on par with the previous survey iteration. About 6 in 10 individuals gave utility infrastructure in the City, on par with peer comparisons and consistent with the 2021 survey results. Positive reviews for stormwater management (66%), power utility (65%), drinking water (60%), and affordable high-speed internet access (43%) remained strong and stable from 2021 results and similar to comparison communities.

Safety is a challenge and priority in Redlands

Many safety-related ratings declined since Redlands' previous survey, suggesting an opportunity for improvement in this area. Only 43% of the respondents favorably evaluated the overall feeling of safety in Redlands, which is a 22% decline from 2021 survey results and much lower than the national benchmarks. 69% said that they felt safe in Redlands' downtown/commercial areas, this is a 17% drop from last survey. The safety scores for police/sheriff services (63% excellent or good) and crime prevention (40%) also saw a decline in ratings of 11% and 22%, respectively, since the 2021 survey. Moreover, positive ratings for natural disasters (62%), violent crime (57%), and property crime (45%) also trended downward and are below the comparison communities.

When asked how important it is for the City to focus on safety in the coming two years, 91% of the survey respondents responded with essential or very important, indicating safety is an area residents want the City to focus on. In addition to the templated survey questions, residents were asked to rate the priority of committing additional resources to safety. Three quarters of the survey participants indicated public safety (Police and Fire) as an area of opportunity. Furthermore, when asked to pick a top priority for committing additional resources, 31% of residents identified public safety as the top priority.

Mobility may be an area of opportunity in the City.

Aspects of mobility were generally similar to benchmark comparison communities and held steady with prior survey results. About 4 out of 10 residents positively rated the overall quality of the transportation system, this is consistent with both the national average and 2021 survey. About half of the survey respondents positively rated many traffic and street related services, such as traffic enforcement, signal timing, street repair, street cleaning, and sidewalk maintenance.

41% of the survey respondents rated ease of public parking positively. While this score is consistent with the previous survey trends, it is lower than the national average. In a series of questions designed to gauge residents' sentiment towards parking and transportation in Downtown Redlands, 82% of the residents reported using their personal vehicle or carpooling to get to downtown. About half of the individuals surveyed reported going to Downtown Redlands every week or almost every week. A similar proportion positively rated the ease of finding parking, convenience/location of parking, and charging stations for electric vehicles. Lastly, about 9 out of 10 participants said that 1-2 blocks is a reasonable distance to park away from the business they are visiting.

Residents raise concerns about community design in Redlands with focus on affordability.

Survey participants noted growing concerns about affordability across numerous facets of livability. Positive evaluations of the overall health and wellness opportunities decreased from 69% (excellent or good) in 2021 to 57% in 2022, this score is lower than observed across the nation. Additionally, fewer positive ratings were given in 2022 for availability of affordable quality food (57% excellent or good), affordable quality health care (47%), affordable quality mental health care (31%), and affordable quality housing (19%). While these scores are on par with the nation, they are lower than the scores seen in the 2021 survey, indicating potential room for improvement. Moreover, the ratings for availability of affordable quality housing were lower than the national average, but held steady from the previous year.

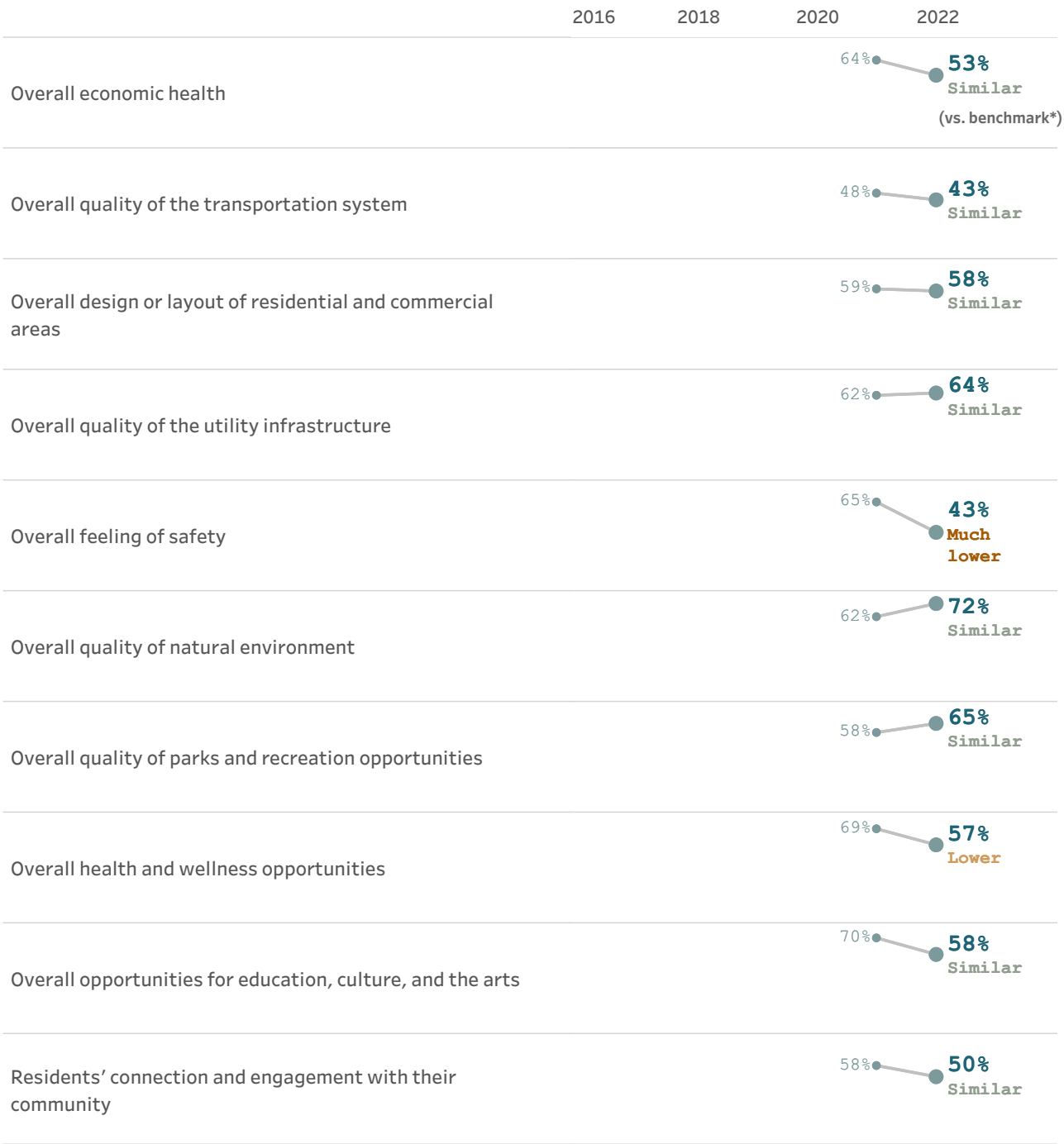
About 7 out of 10 respondents favorably rated their neighborhood as a place to live, a decline of 21% from the previous survey iteration. Scores for public places where people want to spend time (54% excellent or good), well designed neighborhoods (44%), well-planned commercial growth (34%), and well planned residential growth (31%) were lower than the 2021 survey, indicating this to be a potential focus area. In a custom question unique to Redlands, residents were asked to assess the priority of committing additional resources to homelessness, 79% of the survey respondents rated it as a major priority, with an additional 36% rating homelessness as the top priority for Redlands.

Facets of livability

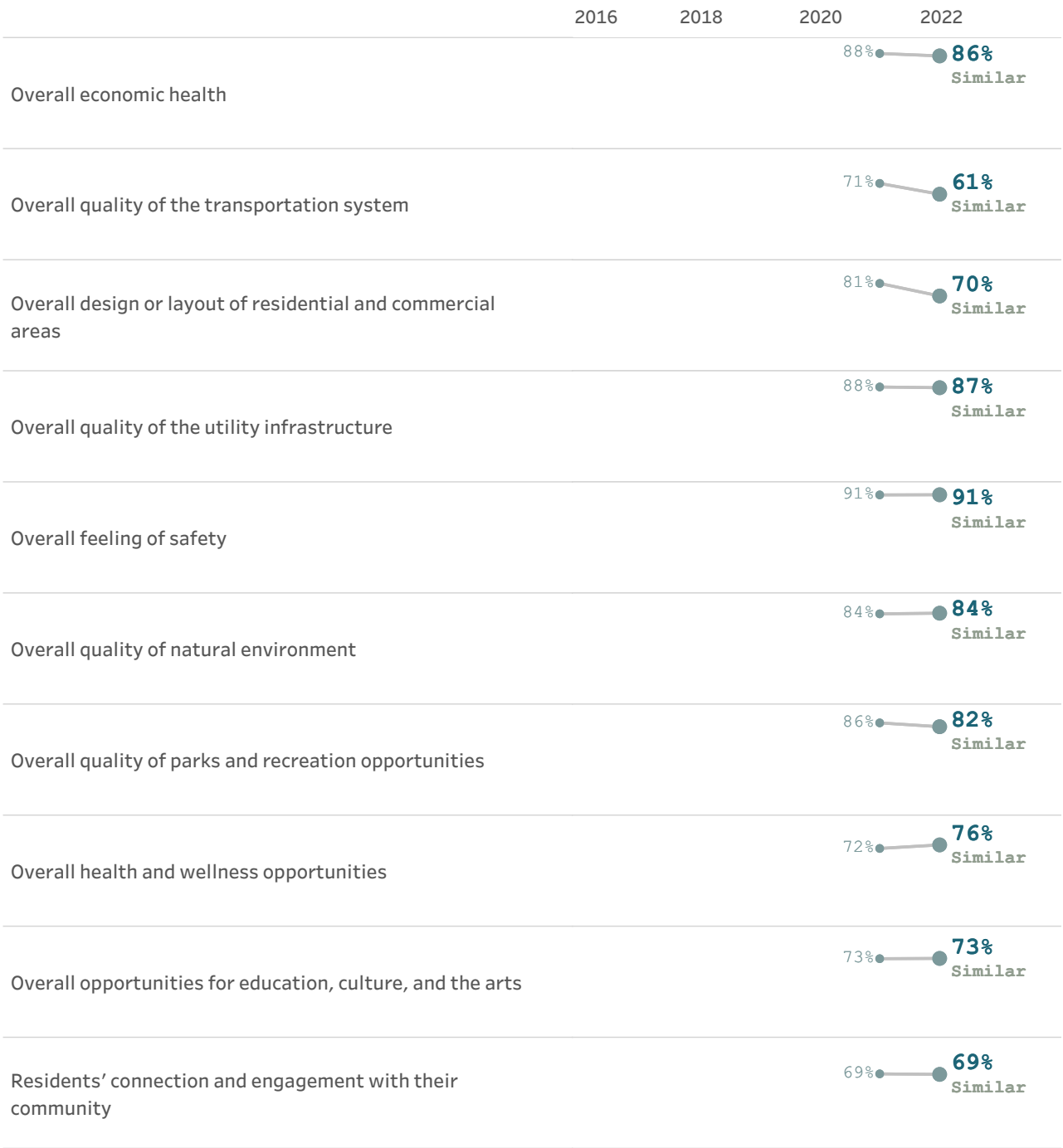
Resident perceptions of quality and importance for each of the facets of community livability provide an overview of community strengths and challenges that are useful for planning, budgeting and performance evaluation.

The charts below show the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local ratings were lower, similar, or higher than communities across the country (the national benchmark).

Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)



Please rate how important, if at all, you think it is for the Redlands community to focus on each of the following in the coming two years.
(% essential or very important)



* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

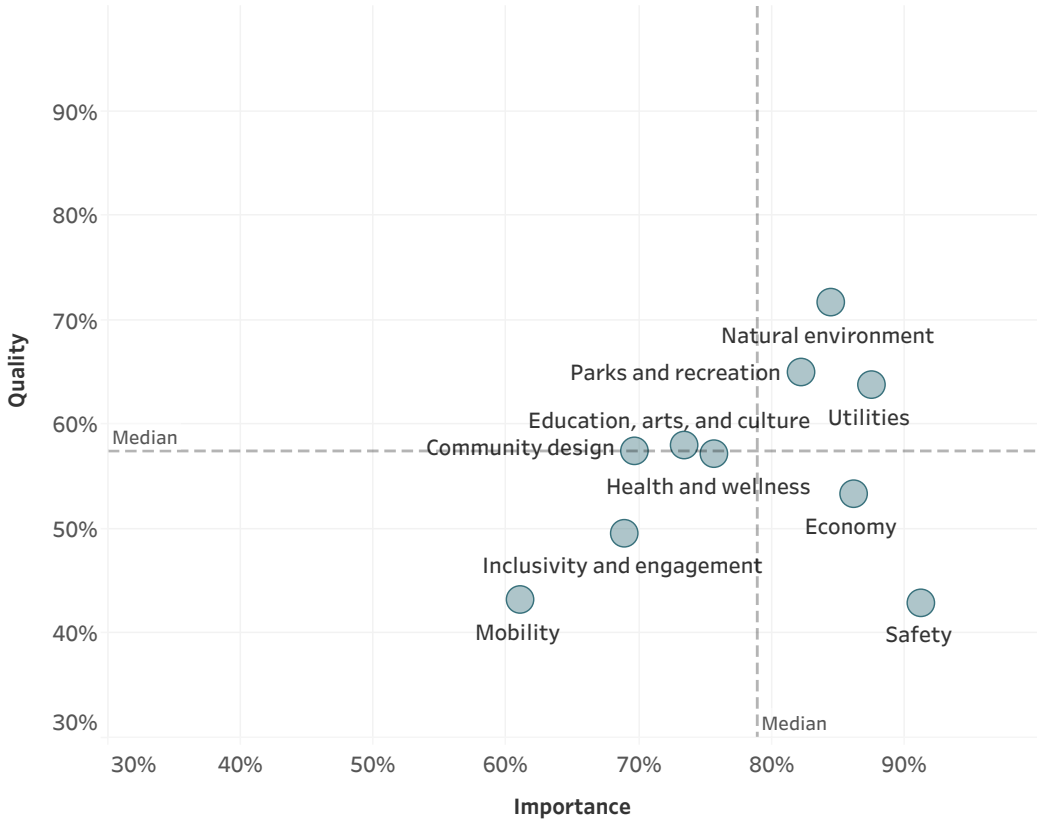
Balancing performance and importance

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

To help guide City staff and officials with decisions on future resource allocation, resident ratings of the importance of services were compared to their ratings of the quality of these services. To identify the services perceived by residents to have relatively lower quality at the same time as relatively higher importance, all services were ranked from highest perceived quality to lowest perceived quality and from highest perceived importance to lowest perceived importance. Some services were in the top half of both lists (higher quality and higher importance); some were in the top half of one list but the bottom half of the other (higher quality and lower importance or lower quality and higher importance); and some services were in the bottom half of both lists.

Services receiving quality ratings of excellent or good by 57% or more of respondents were considered of "higher quality" and those with ratings lower than 57% were considered to be of "lower quality." Services were classified as "more important" if they were rated as essential or very important by 79% or more of respondents. Services were rated as "less important" if they received a rating of less than 79%. This classification uses the median ratings for quality and importance to divide the services in half.

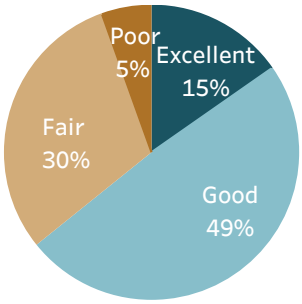
The quadrants in the figure below show which community facets were given higher or lower importance ratings (right-left) and which had higher or lower quality ratings (up-down). Facets of livability falling closer to a diagonal line from the lower left to the upper right are those where performance ratings are more commensurate with resident priorities. Facets scoring closest to the lower right hand corner of the matrix (higher in importance and lower in quality) are those that may warrant further investigation to see if changes to their delivery are necessary to improve their performance. This is the key part of this chart on which to focus. Facets falling in the top left hand corner of the chart (lower in importance but higher in quality) are areas where performance may outscore resident priorities, and may be a consideration for lower resource allocation.



Quality of life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

The overall quality of life in Redlands, 2022



Please rate each of the following aspects of quality of life in Redlands.
(% excellent or good)

	2016	2018	2020	2022
Redlands as a place to live			85%	78% Similar vs. benchmark*
The overall quality of life			79%	64% Lower

Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)

	2016	2018	2020	2022
Recommend living in Redlands to someone who asks			88%	72% Lower
Remain in Redlands for the next five years			84%	77% Similar

Please rate each of the following in the Redlands community.
(% excellent or good)

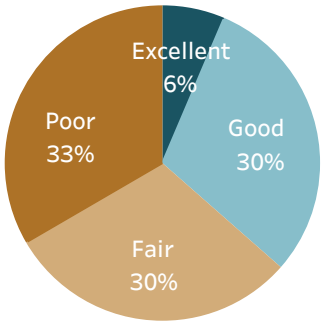
	2016	2018	2020	2022
Overall image or reputation			75%	61% Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

Overall confidence in Redlands government, 2022



Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2016	2018	2020	2022
Public information services			59%	61% Similar
Overall customer service by Redlands employees			76%	70% Similar vs. benchmark*

Please rate the following categories of Redlands government performance.
(% excellent or good)

	2016	2018	2020	2022
The value of services for the taxes paid to Redlands			48%	41% Similar
The overall direction that Redlands is taking			50%	49% Similar
The job Redlands government does at welcoming resident involvement			49%	33% Lower
Overall confidence in Redlands government			40%	36% Lower
Generally acting in the best interest of the community			45%	38% Lower
Being honest			49%	35% Lower

Being open and transparent to the public	42% 36% Lower
Informing residents about issues facing the community	48% 40% Similar
Treating all residents fairly	47% 45% Similar
Treating residents with respect	56% 48% Similar

Overall, how would you rate the quality of the services provided by each of the following?
(% excellent or good)

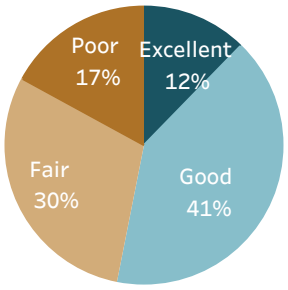
	2016	2018	2020	2022
The City of Redlands			66%	65% Similar
The Federal Government			39%	32% Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

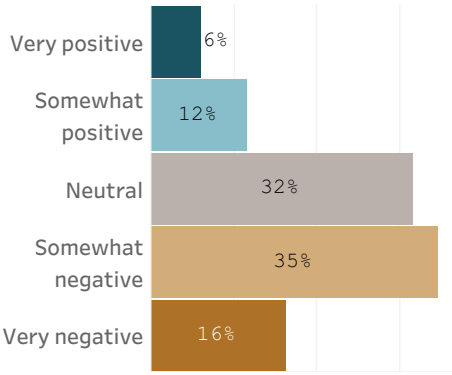
Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

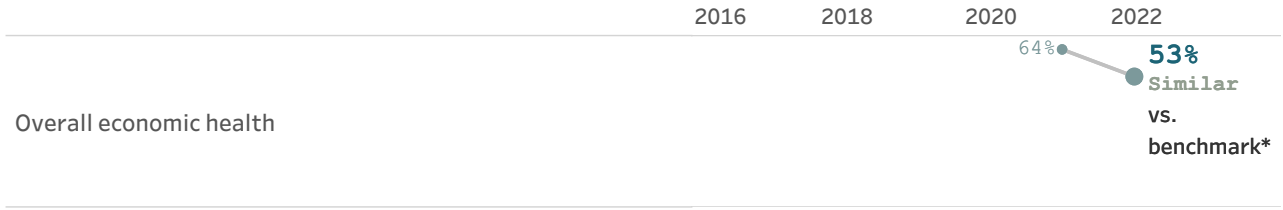
Overall economic health of Redlands, 2022



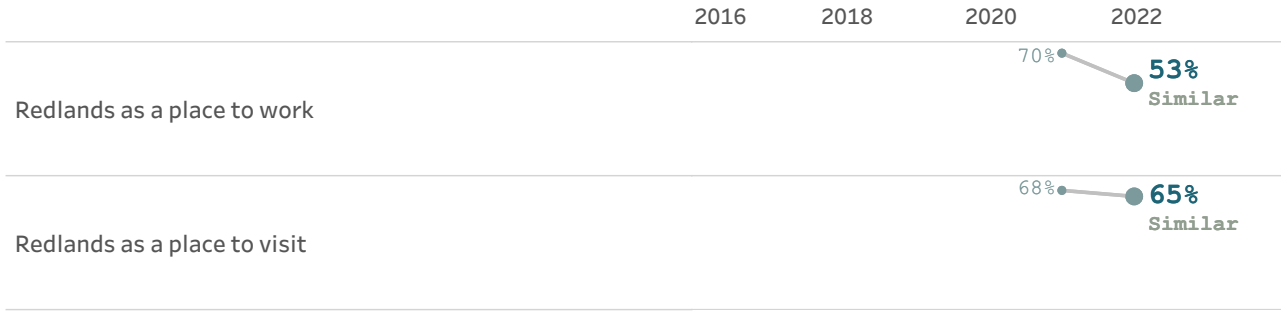
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)



Please rate each of the following aspects of quality of life in Redlands.
(% excellent or good)



Please rate each of the following in the Redlands community.
(% excellent or good)



Employment opportunities	
Shopping opportunities	
Cost of living	

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2016	2018	2020	2022
Economic development				

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
(% very or somewhat positive)

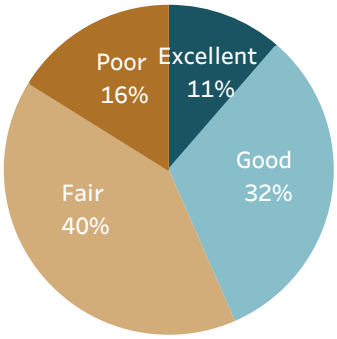
	2016	2018	2020	2022
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:				

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

Overall quality of the transportation system in Redlands, 2022



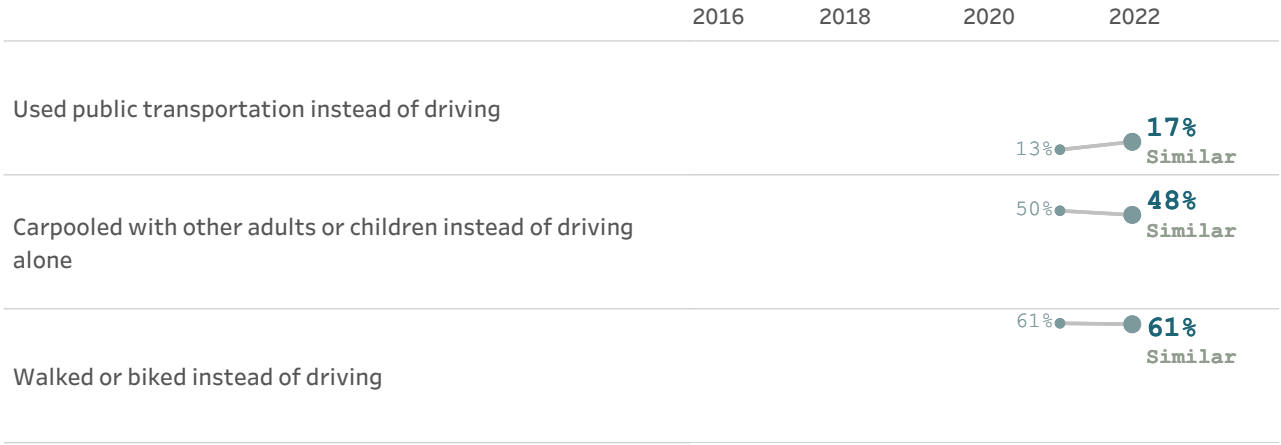
Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2016	2018	2020	2022
Overall quality of the transportation system			48%	43% Similar vs. benchmark*

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2016	2018	2020	2022
Traffic flow on major streets			47%	54% Similar
Ease of public parking			36%	41% Lower
Ease of travel by car			68%	70% Similar
Ease of travel by public transportation			27%	25% Similar
Ease of travel by bicycle			71%	63% Similar
Ease of walking			69%	59% Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)



Please rate the quality of each of the following services in Redlands.
(% excellent or good)

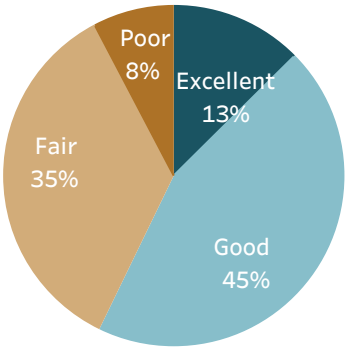


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Community design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

Overall design or layout of Redlands's residential and commercial areas, 2022



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2016	2018	2020	2022
Overall design or layout of residential and commercial areas			59%	58% Similar vs. benchmark*

Please rate each of the following aspects of quality of life in Redlands.
(% excellent or good)

	2016	2018	2020	2022
Your neighborhood as a place to live			88%	67% Lower

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2016	2018	2020	2022
Well-planned residential growth			45%	31% Similar
Well-planned commercial growth			41%	34% Similar
Well-designed neighborhoods			59%	44% Similar
Preservation of the historical or cultural character of the community			81%	61% Similar

Public places where people want to spend time	
Variety of housing options	
Availability of affordable quality housing	
Overall quality of new development	
Overall appearance	

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

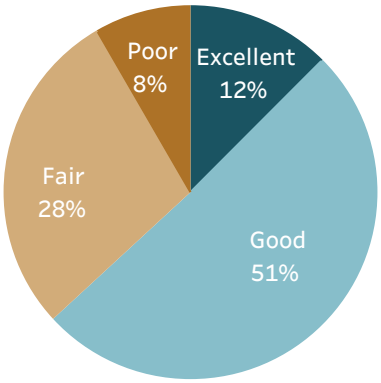
	2016	2018	2020	2022
Land use, planning and zoning				
Code enforcement				

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

Overall quality of the utility infrastructure in Redlands, 2022



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2016	2018	2020	2022
Overall quality of the utility infrastructure			62%	64% Similar vs. benchmark*

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

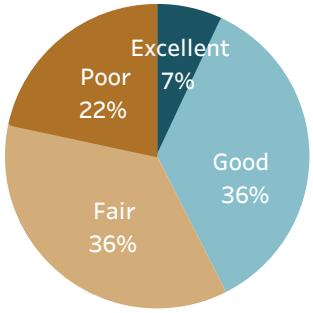
	2016	2018	2020	2022
Affordable high-speed internet access			46%	43% Similar
Garbage collection			81%	84% Similar
Drinking water			63%	60% Similar
Sewer services			80%	81% Similar
Storm water management			66%	66% Similar
Power (electric and/or gas) utility			68%	65% Similar
Utility billing			57%	60% Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

Overall feeling of safety in Redlands, 2022



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2016	2018	2020	2022
Overall feeling of safety			65%	43% Much lower vs. benchmark*

Please rate how safe or unsafe you feel:
(% very or somewhat safe)

	2016	2018	2020	2022
In your neighborhood during the day			91%	85% Similar
In Redlands's downtown/commercial area during the day			86%	69% Lower
From property crime			63%	45% Much lower
From violent crime			77%	57% Lower
From fire, flood, or other natural disaster			78%	62% Lower

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2016	2018	2020	2022
Police/Sheriff services			74%	63% Lower
Crime prevention			62%	40% Much lower

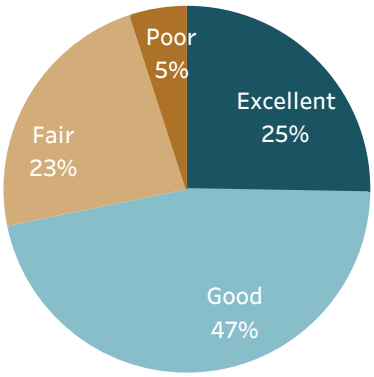
Animal control		
Ambulance or emergency medical services		
Fire services		
Fire prevention and education		
Emergency preparedness		

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Natural environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

Overall quality of natural environment in Redlands, 2022



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2016	2018	2020	2022
Overall quality of natural environment			62%	72% Similar vs. benchmark*

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2016	2018	2020	2022
Cleanliness			67%	50% Lower
Air quality			40%	40% Much lower

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

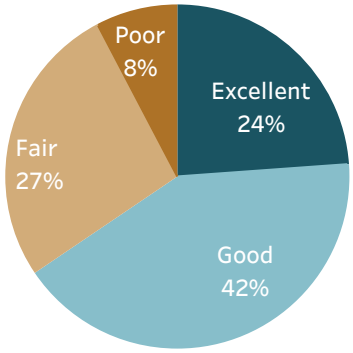
	2016	2018	2020	2022
Preservation of natural areas			49%	57% Similar
Redlands open space			50%	54% Similar
Recycling			47%	56% Similar
Yard waste pick-up			78%	73% Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Parks and recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."
- National Recreation and Park Association

Overall quality of parks and recreation opportunities, 2022



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2016	2018	2020	2022
Overall quality of parks and recreation opportunities			58%	65% Similar vs. benchmark*

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2016	2018	2020	2022
Availability of paths and walking trails			63%	72% Similar
Fitness opportunities			68%	70% Similar
Recreational opportunities			60%	70% Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2016	2018	2020	2022
City parks			65%	58% Lower
Recreation programs or classes			66%	59% Similar

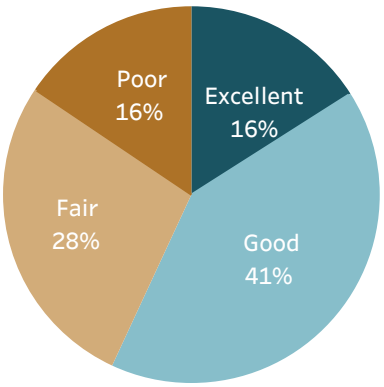
Recreation centers or facilities		

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Health and wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

Overall health and wellness opportunities in Redlands, 2022



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2016	2018	2020	2022
Overall health and wellness opportunities			69%	57% Lower vs. benchmark*

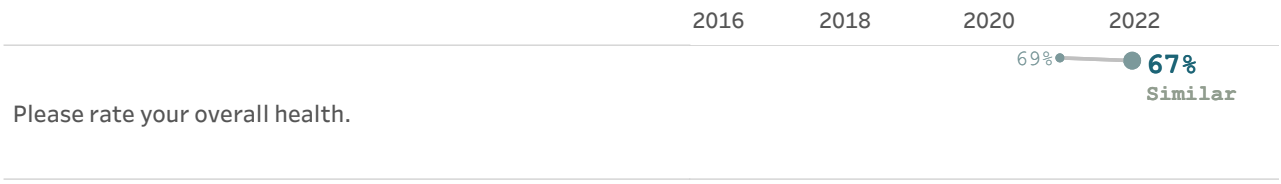
Please also rate each of the following in the Redlands community.
(% excellent or good)

	2016	2018	2020	2022
Availability of affordable quality food			68%	57% Similar
Availability of affordable quality health care			60%	47% Similar
Availability of preventive health services			61%	52% Similar
Availability of affordable quality mental health care			46%	31% Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2016	2018	2020	2022
Health services			70%	53% Similar

Please rate your overall health.
(% excellent or very good)

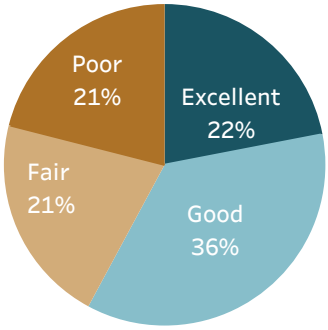


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Education, arts, and culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts, 2022



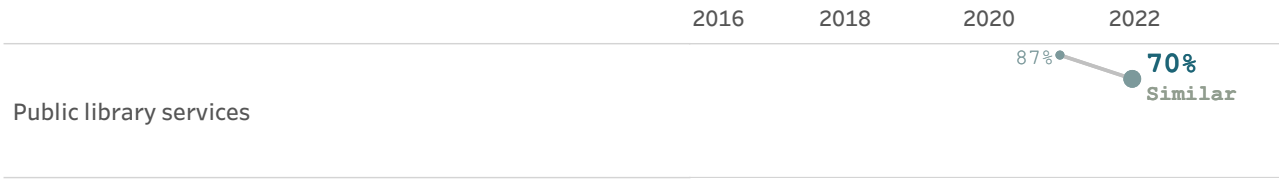
Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2016	2018	2020	2022
Overall opportunities for education, culture, and the arts			70%	58% Similar vs. benchmark*

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2016	2018	2020	2022
Opportunities to attend cultural/arts/music activities			71%	62% Similar
Community support for the arts			76%	59% Similar
Availability of affordable quality childcare/preschool			50%	36% Similar
K-12 education			75%	68% Similar
Adult educational opportunities			66%	46% Similar
Opportunities to attend special events and festivals			71%	61% Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

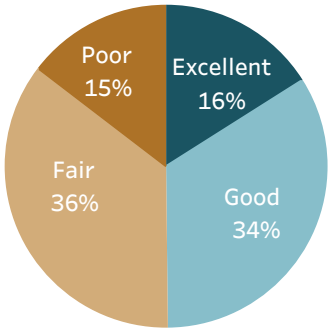


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Inclusivity and engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

Residents' connection and engagement with their community, 2022



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2016	2018	2020	2022
Residents' connection and engagement with their community			58%	50% Similar vs. benchmark*

Please rate each of the following aspects of quality of life in Redlands.
(% excellent or good)

	2016	2018	2020	2022
Redlands as a place to raise children			83%	69% Similar
Redlands as a place to retire			62%	55% Similar
Sense of community			61%	53% Similar

Please rate the job you feel the Redlands community does at each of the following.
(% excellent or good)

	2016	2018	2020	2022
Making all residents feel welcome			60%	58% Similar
Attracting people from diverse backgrounds			51%	53% Similar
Valuing/respecting residents from diverse backgrounds			52%	52% Similar

Taking care of vulnerable residents		

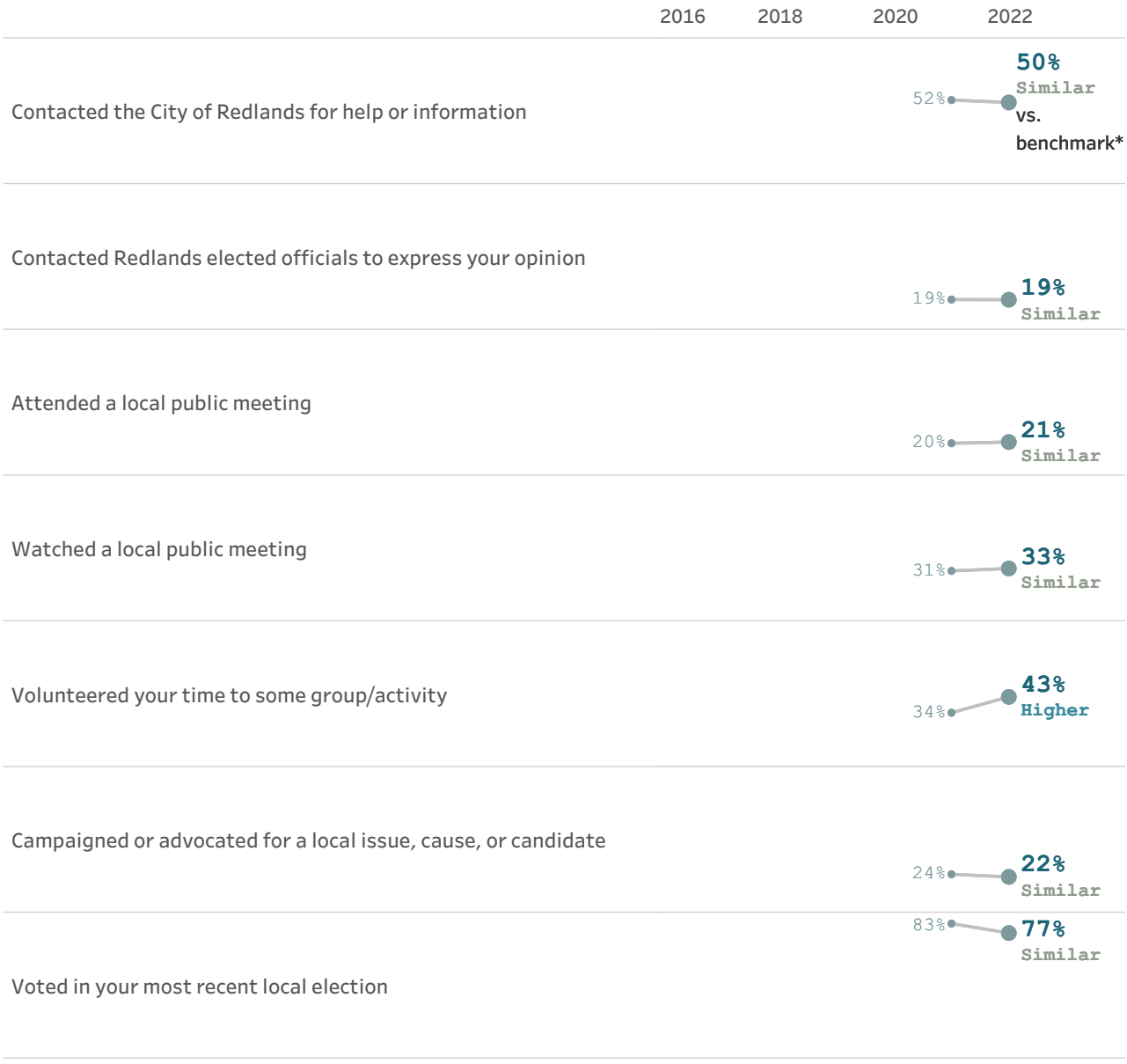
Please also rate each of the following in the Redlands community.
(% excellent or good)

	2016	2018	2020	2022
Sense of civic/community pride				
Neighborliness of residents				
Opportunities to participate in social events and activities				
Opportunities to volunteer				
Opportunities to participate in community matters				
Openness and acceptance of the community toward people of diverse backgrounds				

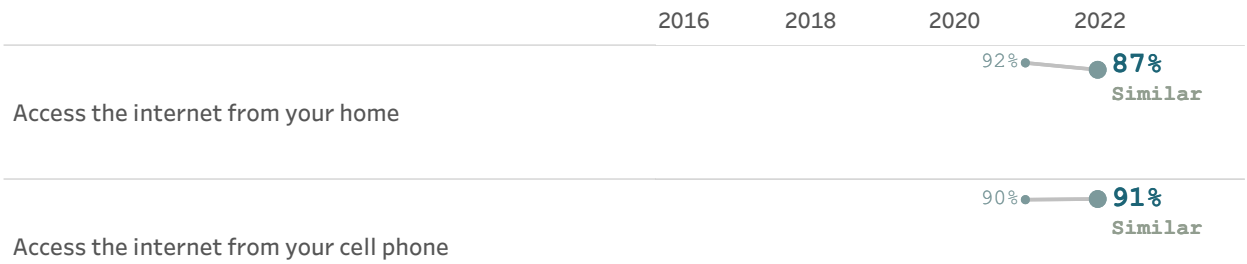
* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Residents' participation levels

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)



In general, how many times do you:
(% a few times a week or more)



Visit social media sites	79% 73% Similar
Use or check email	94% 94% Similar
Share your opinions online	37% 27% Similar
Shop online	60% 52% Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Custom questions

Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded, but may be added to the table using the response filter below.

Include ”don’t know”
No

	In the past 12 months, how many times, if at all, have you or another household member visited Downtown Redlands for shopping, dining, or entertainment?	Every week or almost e..	45%
		Twice a month	27%
		Once a month	12%
		A few times a year	17%
		Never	0%
	What mode of transportation do you use to travel to Downtown Redlands?	Walking	15%
		Biking	2%
		Public transportation (b..	1%
		Personal vehicle/carpool	82%
Please rate each of the following aspects of parking while visiting Downtown Redlands	Ease of finding parking	Excellent	15%
		Good	41%
		Fair	27%
		Poor	17%
	Convenience/location of parking	Excellent	13%
		Good	42%
		Fair	34%
		Poor	11%
	Charging stations for electric vehicles	Excellent	19%
		Good	36%
		Fair	29%
		Poor	16%
	What do you consider to be a reasonable distance to park away from the business you are visiting?	1 – 2 blocks	56%
		3 – 4 blocks	36%
		5 – 6 blocks	1%
		6+ blocks	6%

If the City were to commit additional resources, please indicate how much of a priority, if at all, each of the following would be.	Diversity, Equity & Inclusion	Major priority	34%
		Minor priority	21%
		Not a priority	45%
	Downtown parking	Major priority	32%
		Minor priority	48%
		Not a priority	19%
	Homelessness	Major priority	79%
		Minor priority	14%
		Not a priority	7%
	Public safety (Police & Fire)	Major priority	75%
		Minor priority	19%
		Not a priority	5%
	Quality of life (parks, recreation, library & cultural amenities)	Major priority	47%
		Minor priority	49%
		Not a priority	4%
	Sustainability & Climate change	Major priority	48%
		Minor priority	29%
		Not a priority	23%
	Please indicate which one of the following should be the top priority for the City.	Diversity, Equity & Inclu..	4%
		Downtown parking	5%
		Homelessness	36%
		Public safety	31%
		Quality of life	8%
		Sustainability & Climate	15%

National benchmark tables

This table contains the comparisons of Redlands's results to those from other communities. The first column shows the comparison of Redlands's rating to the benchmark. Redlands's results are noted as being "higher", "lower" or "similar" to the benchmark, meaning that the average rating given by Redlands residents is statistically similar to or different than the benchmark. The second column is Redlands's "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good). The third column is the rank assigned to Redlands's rating among communities where a similar question was asked. The fourth column is the number of communities that asked a similar question. The fifth column shows the percentile for Redlands's result -- that is what percent of surveyed communities had a lower rating than Redlands.

			% positive	Rank	Number of communities	Percentile
Please rate each of the following aspects of quality of life in Redlands.	Redlands as a place to live	Similar	78%	286	358	20
	Your neighborhood as a place to live	Lower	67%	278	310	10
	Redlands as a place to raise children	Similar	69%	270	362	25
	Redlands as a place to work	Similar	53%	263	353	25
	Redlands as a place to visit	Similar	65%	141	311	54
	Redlands as a place to retire	Similar	55%	266	358	25
	The overall quality of life	Lower	64%	327	383	14
	Sense of community	Similar	53%	241	310	22
Please rate each of the following characteristics as they relate to Redlands as a whole.	Overall economic health	Similar	53%	221	298	26
	Overall quality of the transportation system	Similar	43%	116	191	39
	Overall design or layout of residential and commercial areas	Similar	58%	165	291	43
	Overall quality of the utility infrastructure	Similar	64%	125	186	33
	Overall feeling of safety	Much lower	43%	331	348	5
	Overall quality of natural environment	Similar	72%	201	300	33
	Overall quality of parks and recreation opportunities	Similar	65%	155	191	19
	Overall health and wellness opportunities	Lower	57%	249	293	15
	Overall opportunities for education, culture, and the arts	Similar	58%	200	295	32
	Residents' connection and engagement with their community	Similar	50%	117	188	38
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Redlands to someone who asks	Lower	72%	258	302	14

	Remain in Redlands for the next five years	Similar	77%	257	299	14
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Similar	85%	288	329	12
	In Redlands's downtown/commercial area during the day	Lower	69%	292	313	7
	From property crime	Much lower	45%	185	196	6
	From violent crime	Lower	57%	179	196	8
	From fire, flood, or other natural disaster	Lower	62%	179	186	4
Please rate the job you feel the Redlands community does at each of the following.	Making all residents feel welcome	Similar	58%	156	194	20
	Attracting people from diverse backgrounds	Similar	53%	126	191	34
	Valuing/respecting residents from diverse backgrounds	Similar	52%	158	192	18
	Taking care of vulnerable residents	Similar	42%	152	188	19
Please rate each of the following in the Redlands community.	Overall quality of business and service establishments	Similar	70%	120	299	60
	Variety of business and service establishments	Similar	61%	93	188	51
	Vibrancy of downtown/commercial area	Similar	59%	106	279	62
	Employment opportunities	Similar	38%	214	314	32
	Shopping opportunities	Similar	57%	131	305	57
	Cost of living	Similar	28%	235	292	19
	Overall image or reputation	Similar	61%	234	353	33
Please also rate each of the following in the Redlands community.	Traffic flow on major streets	Similar	54%	167	325	48
	Ease of public parking	Lower	41%	220	273	19
	Ease of travel by car	Similar	70%	158	313	49
	Ease of travel by public transportation	Similar	25%	171	274	37
	Ease of travel by bicycle	Similar	63%	100	315	68
	Ease of walking	Similar	59%	203	316	36
	Well-planned residential growth	Similar	31%	138	190	27
	Well-planned commercial growth	Similar	34%	128	190	33
	Well-designed neighborhoods	Similar	44%	124	187	34

Please also rate each of the following in the Redlands community.	Preservation of the historical or cultural character of the community	Similar	61%	56	186	70
	Public places where people want to spend time	Similar	54%	183	286	36
	Variety of housing options	Similar	34%	236	298	21
	Availability of affordable quality housing	Lower	19%	268	320	16
	Overall quality of new development	Similar	44%	218	310	30
	Overall appearance	Similar	61%	233	332	30
	Cleanliness	Lower	50%	277	321	14
	Air quality	Much lower	40%	277	285	3
	Availability of paths and walking trails	Similar	72%	157	316	50
	Fitness opportunities	Similar	70%	150	286	47
	Recreational opportunities	Similar	70%	142	307	54
	Availability of affordable quality food	Similar	57%	210	280	25
	Availability of affordable quality health care	Similar	47%	232	289	20
	Availability of preventive health services	Similar	52%	217	275	21
	Availability of affordable quality mental health care	Similar	31%	223	276	19
	Opportunities to attend cultural/arts/music activities	Similar	62%	90	303	70
	Community support for the arts	Similar	59%	69	187	63
	Availability of affordable quality childcare/preschool	Similar	36%	179	287	37
	K-12 education	Similar	68%	191	290	34
	Adult educational opportunities	Similar	46%	196	283	31
	Sense of civic/community pride	Similar	55%	123	187	34
	Neighborliness of residents	Similar	51%	255	288	11
	Opportunities to participate in social events and activities	Similar	60%	147	295	50
	Opportunities to attend special events and festivals	Similar	61%	153	292	47
	Opportunities to volunteer	Similar	66%	139	291	52
	Opportunities to participate in community matters	Similar	55%	224	293	23

Please also rate each of the following in the Redlands community. **Please indicate whether or not you have done each of the following in the last 12 months.**	Openness and acceptance of the community toward people of diverse backgrounds	Similar	54%	227	310	27
	Contacted the City of Redlands for help or information	Similar	50%	103	328	68
	Contacted Redlands elected officials to express your opinion	Similar	19%	99	286	65
	Attended a local public meeting	Similar	21%	110	289	62
	Watched a local public meeting	Similar	33%	54	270	80
	Volunteered your time to some group/activity	Higher	43%	56	292	81
	Campaigned or advocated for a local issue, cause, or candidate	Similar	22%	92	281	67
	Voted in your most recent local election	Similar	77%	88	189	53
	Used public transportation instead of driving	Similar	17%	108	261	59
	Carpooled with other adults or children instead of driving alone	Similar	48%	60	283	79
	Walked or biked instead of driving	Similar	61%	117	287	59
Please rate the quality of each of the following services in Redlands.	Public information services	Similar	61%	233	305	23
	Economic development	Similar	51%	192	299	36
	Traffic enforcement	Similar	48%	302	347	13
	Traffic signal timing	Similar	49%	213	291	27
	Street repair	Similar	45%	212	341	38
	Street cleaning	Similar	54%	240	305	21
	Street lighting	Similar	55%	262	334	21
	Sidewalk maintenance	Similar	45%	235	301	22
	Bus or transit services	Similar	42%	148	271	45
	Land use, planning and zoning	Similar	40%	213	307	30
	Code enforcement	Lower	32%	302	340	11
	Affordable high-speed internet access	Similar	43%	121	184	34
	Garbage collection	Similar	84%	160	323	50
	Drinking water	Similar	60%	239	303	21
	Sewer services	Similar	81%	145	306	52

Please rate the quality of each of the following services in Redlands.	Storm water management	Similar	66%	165	318	48
	Power (electric and/or gas) utility	Similar	65%	209	246	15
	Utility billing	Similar	60%	229	272	16
	Police/Sheriff services	Lower	63%	338	374	9
	Crime prevention	Much lower	40%	326	346	6
	Animal control	Similar	59%	244	317	23
	Ambulance or emergency medical services	Similar	77%	278	311	10
	Fire services	Similar	87%	259	337	23
	Fire prevention and education	Similar	62%	269	302	11
	Emergency preparedness	Similar	53%	251	301	16
	Preservation of natural areas	Similar	57%	191	284	33
	Redlands open space	Similar	54%	222	276	19
	Recycling	Similar	56%	257	326	21
	Yard waste pick-up	Similar	73%	137	281	51
	City parks	Lower	58%	290	319	9
	Recreation programs or classes	Similar	59%	226	312	27
	Recreation centers or facilities	Similar	54%	234	295	21
	Health services	Similar	53%	223	270	17
	Public library services	Similar	70%	270	316	14
	Overall customer service by Redlands employees	Similar	70%	267	362	26
Please rate the following categories of Redlands government performance.	The value of services for the taxes paid to Redlands	Similar	41%	302	366	17
	The overall direction that Redlands is taking	Similar	49%	258	331	22
	The job Redlands government does at welcoming resident involvement	Lower	33%	301	329	8
	Overall confidence in Redlands government	Lower	36%	270	296	9
	Generally acting in the best interest of the community	Lower	38%	262	300	13
	Being honest	Lower	35%	259	291	11

Please rate the following categories of Redlands government performance.	Being open and transparent to the public	Lower	36%	170	193	12
	Informing residents about issues facing the community	Similar	40%	165	198	17
	Treating all residents fairly	Similar	45%	237	297	20
	Treating residents with respect	Similar	48%	166	190	13
Overall, how would you rate the quality of the services provided by each of the following?	The City of Redlands	Similar	65%	243	358	32
	The Federal Government	Similar	32%	246	280	12
Please rate how important, if at all, you think it is for the Redlands community to focus on each of the following in the coming two years.	Overall economic health	Similar	86%	175	273	36
	Overall quality of the transportation system	Similar	61%	166	186	11
	Overall design or layout of residential and commercial areas	Similar	70%	193	273	29
	Overall quality of the utility infrastructure	Similar	87%	95	185	49
	Overall feeling of safety	Similar	91%	85	273	69
	Overall quality of natural environment	Similar	84%	121	273	55
	Overall quality of parks and recreation opportunities	Similar	82%	71	186	62
	Overall health and wellness opportunities	Similar	76%	85	273	69
	Overall opportunities for education, culture, and the arts	Similar	73%	154	273	43
	Residents' connection and engagement with their community	Similar	69%	166	273	39
In general, how many times do you:	Access the internet from your home	Similar	87%	175	186	6
	Access the internet from your cell phone	Similar	91%	141	186	24
	Visit social media sites	Similar	73%	163	185	12
	Use or check email	Similar	94%	154	186	17
	Share your opinions online	Similar	27%	130	186	30
	Shop online	Similar	52%	117	186	37
	Please rate your overall health.	Similar	67%	145	282	48
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Similar	18%	224	284	21

Complete set of frequencies

This dashboard contains a complete set of responses to each question on the survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

Please rate each of the following aspects of quality of life in Redlands.	Redlands as a place to live	Excellent	24%
		Good	53%
		Fair	16%
		Poor	7%
	Your neighborhood as a place to live	Excellent	29%
		Good	39%
		Fair	26%
		Poor	7%
	Redlands as a place to raise children	Excellent	27%
		Good	42%
		Fair	24%
		Poor	8%
	Redlands as a place to work	Excellent	17%
		Good	36%
		Fair	31%
		Poor	16%
	Redlands as a place to visit	Excellent	26%
		Good	38%
		Fair	27%
		Poor	8%
	Redlands as a place to retire	Excellent	20%
		Good	35%
		Fair	28%
		Poor	17%
	The overall quality of life	Excellent	15%
		Good	49%
		Fair	30%
		Poor	5%

Please rate each of the following aspects of quality of life in Redlands.	Sense of community	Excellent	19%
		Good	35%
		Fair	29%
		Poor	17%
Please rate each of the following characteristics as they relate to Redlands as a whole.	Overall economic health	Excellent	12%
		Good	41%
		Fair	30%
		Poor	17%
	Overall quality of the transportation system	Excellent	11%
		Good	32%
		Fair	40%
		Poor	16%
	Overall design or layout of residential and commercial areas	Excellent	13%
		Good	45%
		Fair	35%
		Poor	8%
	Overall quality of the utility infrastructure	Excellent	12%
		Good	51%
		Fair	28%
		Poor	8%
	Overall feeling of safety	Excellent	7%
		Good	36%
		Fair	36%
		Poor	22%
	Overall quality of natural environment	Excellent	25%
		Good	47%
		Fair	23%
		Poor	5%
	Overall quality of parks and recreation opportunities	Excellent	24%
		Good	42%
		Fair	27%

Please rate each of the following characteristics as they relate to Redlands as a whole.	Overall quality of parks and recreation opportunities	Poor	8%
	Overall health and wellness opportunities	Excellent	16%
		Good	41%
		Fair	28%
		Poor	16%
	Overall opportunities for education, culture, and the arts	Excellent	22%
		Good	36%
		Fair	21%
		Poor	21%
	Residents' connection and engagement with their community	Excellent	16%
		Good	34%
		Fair	36%
		Poor	15%
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Redlands to someone who asks	Very likely	31%
		Somewhat likely	41%
		Somewhat unlikely	13%
		Very unlikely	15%
	Remain in Redlands for the next five years	Very likely	50%
		Somewhat likely	26%
		Somewhat unlikely	13%
		Very unlikely	10%
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Very safe	58%
		Somewhat safe	26%
		Neither safe nor unsafe	8%
		Somewhat unsafe	6%
		Very unsafe	2%
	In Redlands's downtown/commercial area during the day	Very safe	34%
		Somewhat safe	35%
		Neither safe nor unsafe	11%
		Somewhat unsafe	16%
		Very unsafe	4%

Please rate how safe or unsafe you feel:	From property crime	Very safe	9%
		Somewhat safe	36%
		Neither safe nor unsafe	18%
		Somewhat unsafe	23%
		Very unsafe	14%
	From violent crime	Very safe	22%
		Somewhat safe	35%
		Neither safe nor unsafe	14%
		Somewhat unsafe	22%
		Very unsafe	8%
	From fire, flood, or other natural disaster	Very safe	27%
		Somewhat safe	34%
		Neither safe nor unsafe	15%
		Somewhat unsafe	13%
		Very unsafe	10%
Please rate the job you feel the Redlands community does at each of the following.	Making all residents feel welcome	Excellent	19%
		Good	39%
		Fair	27%
		Poor	16%
	Attracting people from diverse backgrounds	Excellent	16%
		Good	37%
		Fair	30%
		Poor	17%
	Valuing/respecting residents from diverse backgrounds	Excellent	17%
		Good	34%
		Fair	29%
		Poor	20%
	Taking care of vulnerable residents	Excellent	16%
		Good	26%
		Fair	28%
		Poor	30%

Please rate each of the following in the Redlands community.	Overall quality of business and service establishments	Excellent	21%
		Good	49%
		Fair	27%
		Poor	3%
	Variety of business and service establishments	Excellent	19%
		Good	41%
		Fair	28%
		Poor	11%
	Vibrancy of downtown/commercial area	Excellent	21%
		Good	37%
		Fair	27%
		Poor	15%
	Employment opportunities	Excellent	6%
		Good	32%
		Fair	42%
		Poor	20%
	Shopping opportunities	Excellent	22%
		Good	34%
		Fair	28%
		Poor	16%
	Cost of living	Excellent	2%
		Good	27%
		Fair	39%
		Poor	32%
	Overall image or reputation	Excellent	22%
		Good	38%
		Fair	29%
		Poor	11%
Please also rate each of the following in the Redlands community.	Traffic flow on major streets	Excellent	8%
		Good	46%
		Fair	29%

Please also rate each of the following in the Redlands community.	Traffic flow on major streets	Poor	17%
	Ease of public parking	Excellent	12%
		Good	30%
		Fair	34%
		Poor	24%
	Ease of travel by car	Excellent	21%
		Good	49%
		Fair	27%
		Poor	3%
	Ease of travel by public transportation	Excellent	9%
		Good	16%
		Fair	38%
		Poor	37%
	Ease of travel by bicycle	Excellent	19%
		Good	44%
		Fair	25%
		Poor	12%
	Ease of walking	Excellent	19%
		Good	40%
		Fair	24%
		Poor	16%
	Well-planned residential growth	Excellent	11%
		Good	21%
		Fair	44%
		Poor	25%
	Well-planned commercial growth	Excellent	10%
		Good	24%
		Fair	41%
		Poor	25%
	Well-designed neighborhoods	Excellent	12%
		Good	33%

Please also rate each of the following in the Redlands community.	Well-designed neighborhoods	Fair	46%
		Poor	10%
	Preservation of the historical or cultural character of the community	Excellent	28%
		Good	33%
		Fair	31%
		Poor	8%
	Public places where people want to spend time	Excellent	22%
		Good	32%
		Fair	28%
		Poor	18%
	Variety of housing options	Excellent	9%
		Good	25%
		Fair	38%
		Poor	29%
	Availability of affordable quality housing	Excellent	4%
		Good	16%
		Fair	26%
		Poor	55%
	Overall quality of new development	Excellent	11%
		Good	33%
		Fair	40%
		Poor	16%
	Overall appearance	Excellent	17%
		Good	44%
		Fair	32%
		Poor	7%
	Cleanliness	Excellent	10%
		Good	40%
		Fair	33%
		Poor	17%
	Air quality	Excellent	6%

Please also rate each of the following in the Redlands community.	Air quality	Good	34%
		Fair	41%
		Poor	19%
	Availability of paths and walking trails	Excellent	28%
		Good	44%
		Fair	21%
		Poor	7%
	Fitness opportunities	Excellent	26%
		Good	44%
		Fair	25%
		Poor	5%
	Recreational opportunities	Excellent	27%
		Good	43%
		Fair	21%
		Poor	8%
	Availability of affordable quality food	Excellent	15%
		Good	42%
		Fair	29%
		Poor	14%
	Availability of affordable quality health care	Excellent	17%
		Good	30%
		Fair	25%
		Poor	28%
	Availability of preventive health services	Excellent	13%
		Good	39%
		Fair	24%
		Poor	25%
	Availability of affordable quality mental health care	Excellent	13%
		Good	18%
		Fair	26%
		Poor	44%

Please also rate each of the following in the Redlands community.	Opportunities to attend cultural/arts/music activities	Excellent	27%
		Good	35%
		Fair	30%
		Poor	9%
	Community support for the arts	Excellent	27%
		Good	32%
		Fair	28%
		Poor	12%
	Availability of affordable quality childcare/preschool	Excellent	14%
		Good	22%
		Fair	41%
		Poor	23%
	K-12 education	Excellent	14%
		Good	53%
		Fair	23%
		Poor	9%
	Adult educational opportunities	Excellent	11%
		Good	34%
		Fair	38%
		Poor	16%
	Sense of civic/community pride	Excellent	19%
		Good	35%
		Fair	28%
		Poor	18%
	Neighborliness of residents	Excellent	11%
		Good	40%
		Fair	33%
		Poor	16%
	Opportunities to participate in social events and activities	Excellent	17%
		Good	43%
		Fair	34%

Please also rate each of the following in the Redlands community.	Opportunities to participate in social events and activities	Poor	6%
	Opportunities to attend special events and festivals	Excellent	25%
		Good	37%
		Fair	28%
		Poor	10%
	Opportunities to volunteer	Excellent	23%
		Good	43%
		Fair	28%
		Poor	6%
	Opportunities to participate in community matters	Excellent	14%
		Good	42%
		Fair	30%
		Poor	15%
	Openness and acceptance of the community toward people of diverse backgrounds	Excellent	16%
		Good	38%
		Fair	26%
		Poor	19%
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the City of Redlands for help or information	No	49%
		Yes	51%
	Contacted Redlands elected officials to express your opinion	No	81%
		Yes	19%
	Attended a local public meeting	No	79%
		Yes	21%
	Watched a local public meeting	No	68%
		Yes	32%
	Volunteered your time to some group/activity	No	57%
		Yes	43%
	Campaigned or advocated for a local issue, cause, or candidate	No	78%
		Yes	22%
	Voted in your most recent local election	No	23%
		Yes	77%

Please indicate whether or not you have done each of the following in the last 12 months.	Used public transportation instead of driving	No	83%
		Yes	17%
	Carpooled with other adults or children instead of driving alone	No	52%
		Yes	48%
	Walked or biked instead of driving	No	40%
		Yes	60%
Please rate the quality of each of the following services in Redlands.	Public information services	Excellent	12%
		Good	48%
		Fair	29%
		Poor	11%
	Economic development	Excellent	5%
		Good	46%
		Fair	38%
		Poor	11%
	Traffic enforcement	Excellent	7%
		Good	40%
		Fair	35%
		Poor	17%
	Traffic signal timing	Excellent	7%
		Good	43%
		Fair	32%
		Poor	19%
	Street repair	Excellent	8%
		Good	37%
		Fair	31%
		Poor	24%
	Street cleaning	Excellent	11%
		Good	43%
		Fair	29%
		Poor	17%
	Street lighting	Excellent	7%

Please rate the quality of each of the following services in Redlands.	Street lighting	Good	48%
		Fair	31%
		Poor	14%
	Sidewalk maintenance	Excellent	11%
		Good	34%
		Fair	32%
		Poor	23%
	Bus or transit services	Excellent	16%
		Good	27%
		Fair	31%
		Poor	26%
	Land use, planning and zoning	Excellent	7%
		Good	33%
		Fair	36%
		Poor	24%
	Code enforcement	Excellent	3%
		Good	29%
		Fair	32%
		Poor	36%
	Affordable high-speed internet access	Excellent	15%
		Good	28%
		Fair	35%
		Poor	22%
	Garbage collection	Excellent	33%
		Good	52%
		Fair	13%
		Poor	3%
	Drinking water	Excellent	20%
		Good	40%
		Fair	24%
		Poor	16%

Please rate the quality of each of the following services in Redlands.	Sewer services	Excellent	28%
		Good	53%
		Fair	15%
		Poor	4%
	Storm water management	Excellent	23%
		Good	43%
		Fair	28%
		Poor	5%
	Power (electric and/or gas) utility	Excellent	24%
		Good	41%
		Fair	28%
		Poor	7%
	Utility billing	Excellent	15%
		Good	45%
		Fair	27%
		Poor	13%
	Police/Sheriff services	Excellent	23%
		Good	40%
		Fair	20%
		Poor	17%
	Crime prevention	Excellent	8%
		Good	32%
		Fair	30%
		Poor	30%
	Animal control	Excellent	13%
		Good	45%
		Fair	31%
		Poor	11%
	Ambulance or emergency medical services	Excellent	29%
		Good	49%
		Fair	17%

Please rate the quality of each of the following services in Redlands.	Ambulance or emergency medical services	Poor	5%
	Fire services	Excellent	37%
		Good	50%
		Fair	13%
		Poor	0%
	Fire prevention and education	Excellent	23%
		Good	40%
		Fair	27%
		Poor	10%
	Emergency preparedness	Excellent	20%
		Good	33%
		Fair	24%
		Poor	22%
	Preservation of natural areas	Excellent	16%
		Good	41%
		Fair	30%
		Poor	14%
	Redlands open space	Excellent	9%
		Good	44%
		Fair	34%
		Poor	12%
	Recycling	Excellent	17%
		Good	39%
		Fair	35%
		Poor	9%
	Yard waste pick-up	Excellent	28%
		Good	45%
		Fair	23%
		Poor	4%
	City parks	Excellent	21%
		Good	36%

Please rate the quality of each of the following services in Redlands.	City parks	Fair	32%
		Poor	11%
	Recreation programs or classes	Excellent	18%
		Good	41%
		Fair	32%
		Poor	8%
	Recreation centers or facilities	Excellent	16%
		Good	38%
		Fair	36%
		Poor	10%
	Health services	Excellent	17%
		Good	36%
		Fair	26%
		Poor	21%
	Public library services	Excellent	39%
		Good	32%
		Fair	22%
		Poor	8%
	Overall customer service by Redlands employees	Excellent	23%
		Good	46%
		Fair	24%
		Poor	6%
Please rate the following categories of Redlands government performance.	The value of services for the taxes paid to Redlands	Excellent	8%
		Good	33%
		Fair	36%
		Poor	23%
	The overall direction that Redlands is taking	Excellent	11%
		Good	37%
		Fair	25%
		Poor	26%
	The job Redlands government does at welcoming resident involvement	Excellent	9%

Please rate the following categories of Redlands government performance.	The job Redlands government does at welcoming resident involvement	Good	24%
		Fair	37%
		Poor	30%
	Overall confidence in Redlands government	Excellent	6%
		Good	30%
		Fair	30%
		Poor	33%
	Generally acting in the best interest of the community	Excellent	11%
		Good	27%
		Fair	35%
		Poor	27%
	Being honest	Excellent	12%
		Good	23%
		Fair	41%
		Poor	25%
	Being open and transparent to the public	Excellent	9%
		Good	27%
		Fair	33%
		Poor	31%
	Informing residents about issues facing the community	Excellent	13%
		Good	27%
		Fair	31%
		Poor	29%
	Treating all residents fairly	Excellent	14%
		Good	31%
		Fair	30%
		Poor	26%
	Treating residents with respect	Excellent	17%
		Good	31%
		Fair	32%
		Poor	20%

Overall, how would you rate the quality of the services provided by each of the following?	The City of Redlands	Excellent	18%
		Good	46%
		Fair	30%
		Poor	6%
	The Federal Government	Excellent	6%
		Good	26%
		Fair	34%
		Poor	34%
Please rate how important, if at all, you think it is for the Redlands community to focus on each of the following in the coming two years.	Overall economic health	Essential	47%
		Very important	39%
		Somewhat important	12%
		Not at all important	2%
	Overall quality of the transportation system	Essential	26%
		Very important	35%
		Somewhat important	32%
		Not at all important	7%
	Overall design or layout of residential and commercial areas	Essential	29%
		Very important	41%
		Somewhat important	30%
		Not at all important	1%
	Overall quality of the utility infrastructure	Essential	48%
		Very important	40%
		Somewhat important	12%
		Not at all important	1%
	Overall feeling of safety	Essential	61%
		Very important	30%
		Somewhat important	8%
		Not at all important	1%
	Overall quality of natural environment	Essential	37%
		Very important	47%
		Somewhat important	14%

Please rate how important, if at all, you think it is for the Redlands community to focus on each of the following in the coming two years.	Overall quality of natural environment	Not at all important	2%
	Overall quality of parks and recreation opportunities	Essential	31%
		Very important	51%
		Somewhat important	18%
		Not at all important	1%
	Overall health and wellness opportunities	Essential	37%
		Very important	39%
		Somewhat important	21%
		Not at all important	3%
	Overall opportunities for education, culture, and the arts	Essential	33%
		Very important	41%
		Somewhat important	22%
		Not at all important	5%
	Residents' connection and engagement with their community	Essential	24%
		Very important	45%
		Somewhat important	27%
		Not at all important	4%
	In the past 12 months, how many times, if at all, have you or another household member visited Downtown Redlands for shopping, dining, or entertainment?	Every week or almost every week	45%
		Twice a month	27%
		Once a month	12%
		A few times a year	17%
		Never	0%
	What mode of transportation do you use to travel to Downtown Redlands?	Walking	15%
		Biking	2%
		Public transportation (bus)	1%
		Personal vehicle/carpool	82%
Please rate each of the following aspects of parking while visiting Downtown Redlands	Ease of finding parking	Excellent	15%
		Good	41%
		Fair	27%
		Poor	17%
	Convenience/location of parking	Excellent	13%

Please rate each of the following aspects of parking while visiting Downtown Redlands	Convenience/location of parking	Good	42%
		Fair	34%
		Poor	11%
	Charging stations for electric vehicles	Excellent	19%
		Good	36%
		Fair	29%
		Poor	16%
	What do you consider to be a reasonable distance to park away from the business you are visiting?	1 – 2 blocks	56%
		3 – 4 blocks	36%
		5 – 6 blocks	1%
		6+ blocks	6%
If the City were to commit additional resources, please indicate how much of a priority, if at all, each of the following would be.	Diversity, Equity & Inclusion	Major priority	34%
		Minor priority	21%
		Not a priority	45%
	Downtown parking	Major priority	32%
		Minor priority	48%
		Not a priority	19%
	Homelessness	Major priority	79%
		Minor priority	14%
		Not a priority	7%
	Public safety (Police & Fire)	Major priority	75%
		Minor priority	19%
		Not a priority	5%
	Quality of life (parks, recreation, library & cultural amenities)	Major priority	47%
		Minor priority	49%
		Not a priority	4%
	Sustainability & Climate change	Major priority	48%
		Minor priority	29%
		Not a priority	23%
	Please indicate which one of the following should be the top priority for the City.	Diversity, Equity & Inclusion	4%
		Downtown parking	5%

	Please indicate which one of the following should be the top priority for the City.	Homelessness	36%
		Public safety (Police & Fire)	31%
		Quality of life (parks, recreation, library & cultural amenities)	8%
		Sustainability & Climate change	15%
In general, how many times do you:	Access the internet from your home	Several times a day	72%
		Once a day	10%
		A few times a week	5%
		Every few weeks	4%
		Less often or never	9%
	Access the internet from your cell phone	Several times a day	84%
		Once a day	4%
		A few times a week	4%
		Every few weeks	1%
		Less often or never	9%
	Visit social media sites	Several times a day	51%
		Once a day	13%
		A few times a week	8%
		Every few weeks	4%
		Less often or never	23%
	Use or check email	Several times a day	67%
		Once a day	20%
		A few times a week	7%
		Every few weeks	0%
		Less often or never	6%
	Share your opinions online	Several times a day	11%
		Once a day	7%
		A few times a week	9%
		Every few weeks	13%
		Less often or never	60%
	Shop online	Several times a day	12%
		Once a day	7%

In general, how many times do you:	Shop online	A few times a week	33%
		Every few weeks	31%
		Less often or never	16%
	Please rate your overall health.	Excellent	32%
		Very good	35%
		Good	22%
		Fair	8%
		Poor	3%
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Very positive	6%
		Somewhat positive	12%
		Neutral	32%
		Somewhat negative	35%
		Very negative	16%
	How many years have you lived in Redlands?	Less than 2 years	9%
		2-5 years	15%
		6-10 years	17%
		11-20 years	17%
		More than 20 years	41%
	Which best describes the building you live in?	One family house detached from any other houses	61%
		Building with two or more homes	33%
		Mobile home	5%
		Other	2%
	Do you rent or own your home?	Rent	42%
		Own	58%
	About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Less than $500	7%
		$500 to $999	18%
		$1,000 to $1,499	24%
		$1,500 to $1,999	11%
		$2,000 to $2,499	14%
		$2,500 to $2,999	12%
		$3,000 to $3,499	4%

payment, property tax, property insurance and homeowners' association (HOA) fees)?	$3,500 or more	10%
Do any children 17 or under live in your household?	No	73%
	Yes	27%
Are you or any other members of your household aged 65 or older?	No	68%
	Yes	32%
How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than $25,000	14%
	$25,000 to $49,999	23%
	$50,000 to $74,999	19%
	$75,000 to $99,999	11%
	$100,000 to $149,999	14%
	$150,000 or more	19%
Are you Spanish, Hispanic or Latino?	No, not Spanish, Hispanic, or Latino	68%
	Yes, I consider myself to be Spanish, Hispanic, or Latino	32%
What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaskan Native	5%
	Asian, Asian Indian, or Pacific Islander	7%
	Black or African American	5%
	White	79%
	Other	14%
In which category is your age?	18-24 years	4%
	25-34 years	30%
	35-44 years	14%
	45-54 years	16%
	55-64 years	10%
	65-74 years	14%
	75 years or older	11%
What is your gender?	Woman	52%
	Man	46%
	Identify in another way	2%
If you identify in another way, how would you de..	Not listed	100%

Full trends

This table contains the trends over time for the City of Redlands. The combined "percent positive" responses for each survey year are presented (e.g., excellent/good or yes). If an item was not included during an administration of the survey, no percentage will be shown in the table. If the difference between the 2021 and 2022 surveys is greater than seven percentage points, the change is statistically significant.

It is important to note that in 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

		2021	2022
Please rate each of the following aspects of quality of life in Redlands.	Redlands as a place to live	85%	78%
	Your neighborhood as a place to live	88%	67%
	Redlands as a place to raise children	83%	69%
	Redlands as a place to work	70%	53%
	Redlands as a place to visit	68%	65%
	Redlands as a place to retire	62%	55%
	The overall quality of life	79%	64%
	Sense of community	61%	53%
Please rate each of the following characteristics as they relate to Redlands as a whole.	Overall economic health	64%	53%
	Overall quality of the transportation system	48%	43%
	Overall design or layout of residential and commercial areas	59%	58%
	Overall quality of the utility infrastructure	62%	64%
	Overall feeling of safety	65%	43%
	Overall quality of natural environment	62%	72%
	Overall quality of parks and recreation opportunities	58%	65%
	Overall health and wellness opportunities	69%	57%
	Overall opportunities for education, culture, and the arts	70%	58%
	Residents' connection and engagement with their community	58%	50%

Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Redlands to someone who asks	88% 72%
	Remain in Redlands for the next five years	84% 77%
Please rate how safe or unsafe you feel:	In your neighborhood during the day	91% 85%
	In Redlands's downtown/commercial area during the day	86% 69%
	From property crime	63% 45%
	From violent crime	77% 57%
	From fire, flood, or other natural disaster	78% 62%
Please rate the job you feel the Redlands community does at each of the following.	Making all residents feel welcome	60% 58%
	Attracting people from diverse backgrounds	51% 53%
	Valuing/respecting residents from diverse backgrounds	52% 52%
	Taking care of vulnerable residents	44% 42%
Please rate each of the following in the Redlands community.	Overall quality of business and service establishments	84% 70%
	Variety of business and service establishments	72% 61%
	Vibrancy of downtown/commercial area	74% 59%
	Employment opportunities	52% 38%
	Shopping opportunities	72% 57%
	Cost of living	28% 28%
	Overall image or reputation	75% 61%
Please also rate each of the following in the Redlands community.	Traffic flow on major streets	47% 54%
	Ease of public parking	36% 41%
	Ease of travel by car	68% 70%
	Ease of travel by public transportation	27% 25%
	Ease of travel by bicycle	71% 63%
	Ease of walking	69% 59%
	Well-planned residential growth	45% 31%

Please also rate each of the following in the Redlands community.	Well-planned commercial growth	41% 34%
	Well-designed neighborhoods	59% 44%
	Preservation of the historical or cultural character of the community	81% 61%
	Public places where people want to spend time	70% 54%
	Variety of housing options	38% 34%
	Availability of affordable quality housing	17% 19%
	Overall quality of new development	42% 44%
	Overall appearance	77% 61%
	Cleanliness	67% 50%
	Air quality	40% 40%
	Availability of paths and walking trails	63% 72%
	Fitness opportunities	68% 70%
	Recreational opportunities	60% 70%
	Availability of affordable quality food	68% 57%
	Availability of affordable quality health care	60% 47%
	Availability of preventive health services	61% 52%
	Availability of affordable quality mental health care	46% 31%
	Opportunities to attend cultural/arts/music activities	71% 62%
	Community support for the arts	76% 59%
	Availability of affordable quality childcare/preschool	50% 36%
	K-12 education	75% 68%
	Adult educational opportunities	66% 46%
	Sense of civic/community pride	64% 55%
	Neighborliness of residents	61% 51%
	Opportunities to participate in social events and activities	69% 60%

Please also rate each of the following in the Redlands community.	Opportunities to attend special events and festivals	71% 61%
	Opportunities to volunteer	68% 66%
	Opportunities to participate in community matters	63% 55%
	Openness and acceptance of the community toward people of diversit	47% 54%
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the City of Redlands for help or information	52% 50%
	Contacted Redlands elected officials to express your opinion	19% 19%
	Attended a local public meeting	20% 21%
	Watched a local public meeting	31% 33%
	Volunteered your time to some group/activity	34% 43%
	Campaigned or advocated for a local issue, cause, or candidate	24% 22%
	Voted in your most recent local election	83% 77%
	Used public transportation instead of driving	13% 17%
	Carpooled with other adults or children instead of driving alone	50% 48%
	Walked or biked instead of driving	61% 61%
Please rate the quality of each of the following services in Redlands.	Public information services	59% 61%
	Economic development	53% 51%
	Traffic enforcement	53% 48%
	Traffic signal timing	49% 49%
	Street repair	41% 45%
	Street cleaning	61% 54%
	Street lighting	60% 55%
	Sidewalk maintenance	40% 45%
	Bus or transit services	36% 42%
	Land use, planning and zoning	34% 40%
	Code enforcement	33% 32%

Please rate the quality of each of the following services in Redlands.	Affordable high-speed internet access	46% 43%
	Garbage collection	81% 84%
	Drinking water	63% 60%
	Sewer services	80% 81%
	Storm water management	66% 66%
	Power (electric and/or gas) utility	68% 65%
	Utility billing	57% 60%
	Police/Sheriff services	74% 63%
	Crime prevention	62% 40%
	Animal control	62% 59%
	Ambulance or emergency medical services	82% 77%
	Fire services	91% 87%
	Fire prevention and education	73% 62%
	Emergency preparedness	58% 53%
	Preservation of natural areas	49% 57%
	Redlands open space	50% 54%
	Recycling	47% 56%
	Yard waste pick-up	78% 73%
	City parks	65% 58%
	Recreation programs or classes	66% 59%
	Recreation centers or facilities	64% 54%
	Health services	70% 53%
	Public library services	87% 70%
	Overall customer service by Redlands employees	76% 70%
Please rate the following categories of Redlands government performance.	The value of services for the taxes paid to Redlands	48% 41%

Please rate the following categories of Redlands government performance.	The overall direction that Redlands is taking	50% 49%
	The job Redlands government does at welcoming resident involve..	49% 33%
	Overall confidence in Redlands government	40% 36%
	Generally acting in the best interest of the community	45% 38%
	Being honest	49% 35%
	Being open and transparent to the public	42% 36%
	Informing residents about issues facing the community	48% 40%
	Treating all residents fairly	47% 45%
	Treating residents with respect	56% 48%
Overall, how would you rate the quality of the services provided by each of the following?	The City of Redlands	66% 65%
	The Federal Government	39% 32%
Please rate how important, if at all, you think it is for the Redlands community to focus on each of the following in the coming two years.	Overall economic health	88% 86%
	Overall quality of the transportation system	71% 61%
	Overall design or layout of residential and commercial areas	81% 70%
	Overall quality of the utility infrastructure	88% 87%
	Overall feeling of safety	91% 91%
	Overall quality of natural environment	84% 84%
	Overall quality of parks and recreation opportunities	86% 82%
	Overall health and wellness opportunities	72% 76%
	Overall opportunities for education, culture, and the arts	73% 73%
	Residents' connection and engagement with their community	69% 69%
In general, how many times do you:	Access the internet from your home	92% 87%
	Access the internet from your cell phone	90% 91%
	Visit social media sites	79% 73%
	Use or check email	94% 94%

In general, how many times do you:	Share your opinions online	37% 27%
	Shop online	60% 52%
	Please rate your overall health.	69% 67%
	What impact, if any, do you think the economy will have on your fa..	26% 18%

Methods (open participation)

As part of its participation in The National Community Survey™ (The NCS™), the City of Redlands conducted a survey of 357 residents. Survey invitations were mailed to randomly selected households and data were collected from August 31st, 2022 to October 19th, 2022. The results from this main survey effort represent the most robust estimate of your residents' opinions.

After the above data collection period was underway, a link to an online open participation survey was publicized by the City of Redlands. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and also a question about where they heard about the survey. The open participation survey was open to all city residents and became available on October 5th, 2022. The survey remained open for 2 weeks and there were 108 responses.

The open participation survey data were not collected through a random sample and it is unknown who in the community was aware of the survey; therefore, a level of confidence in the representativeness of the sample cannot be estimated. However, to reduce bias where possible, these data were statistically weighted to match the demographic characteristics of the 2010 Census and 2020 American Community Survey estimates for adults in the City of Redlands. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.* The results of the weighting scheme for the open participation survey are presented in the following table.

* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from https://web.stanford.edu/group/iriss/cgi-bin/anesrake/resources/RakingDescription.pdf..

		Unweighted	Weighted	Target*
Age	18-34	19%	34%	34%
	35-54	48%	31%	31%
	55+	33%	35%	35%
Area	Area 1	25%	24%	24%
	Area 2	4%	17%	17%
	Area 3	19%	17%	17%
	Area 4	22%	21%	21%
	Area 5	30%	20%	20%
Hispanic origin	No, not Spanish, Hispanic, or Latino	77%	68%	68%
	Yes, I consider myself to be Spanish, Hispa..	23%	32%	32%
Housing tenure	Own	82%	58%	58%
	Rent	18%	42%	42%
Housing type	Attached	19%	35%	35%
	Detached	81%	65%	65%
Race & Hispanic origin	Not white alone	31%	49%	49%
	White alone, not Hispanic or Latino	69%	51%	51%
Sex	Man	35%	46%	46%
	Woman	65%	54%	54%
Sex/age	Man 18-34	9%	16%	16%
	Man 35-54	18%	15%	15%
	Man 55+	7%	16%	16%
	Woman 18-34	9%	18%	18%
	Woman 35-54	30%	16%	16%
	Woman 55+	26%	20%	20%

Open participation survey results

This dashboard contains a complete set of responses to each question on the open participation survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

	In which district of Redlands do you live? (Refer to map above.)	District 1: Blue	25% N=25
		District 2: Orange	17% N=18
		District 3: Pink	18% N=18
		District 4: Green	19% N=20
		District 5: Yellow	16% N=16
		None of these/I don't live in Redlands	4% N=4
Please rate each of the following aspects of quality of life in Redlands.	Redlands as a place to live	Excellent	20% N=21
		Good	43% N=44
		Fair	35% N=36
		Poor	1% N=1
	Your neighborhood as a place to live	Excellent	27% N=28
		Good	48% N=49
		Fair	20% N=20
		Poor	5% N=5
	Redlands as a place to raise children	Excellent	34% N=26
		Good	35% N=26
		Fair	14% N=11
		Poor	18% N=14
	Redlands as a place to work	Excellent	26% N=15
		Good	28% N=16
		Fair	30% N=18
		Poor	17% N=10
	Redlands as a place to visit	Excellent	29% N=29
		Good	26% N=26
		Fair	33% N=33
		Poor	13% N=13
	Redlands as a place to retire	Excellent	19% N=14

Please rate each of the following aspects of quality of life in Redlands.	Redlands as a place to retire	Good	34% N=26
		Fair	28% N=21
		Poor	19% N=14
	The overall quality of life	Excellent	14% N=14
		Good	39% N=39
		Fair	41% N=40
		Poor	6% N=5
	Sense of community	Excellent	20% N=20
		Good	31% N=32
		Fair	33% N=34
		Poor	16% N=16
Please rate each of the following characteristics as they relate to Redlands as a whole.	Overall economic health	Excellent	6% N=6
		Good	47% N=47
		Fair	32% N=32
		Poor	15% N=15
	Overall quality of the transportation system	Excellent	8% N=8
		Good	29% N=28
		Fair	42% N=41
		Poor	21% N=20
	Overall design or layout of residential and commercial areas	Excellent	10% N=10
		Good	43% N=44
		Fair	27% N=28
		Poor	20% N=20
	Overall quality of the utility infrastructure	Excellent	9% N=8
		Good	41% N=36
		Fair	39% N=35
		Poor	11% N=10
	Overall feeling of safety	Excellent	8% N=8
		Good	33% N=34
		Fair	32% N=33
		Poor	27% N=28

Please rate each of the following characteristics as they relate to Redlands as a whole.	Overall quality of natural environment	Excellent	11% N=10
		Good	49% N=46
		Fair	36% N=34
		Poor	5% N=5
	Overall quality of parks and recreation opportunities	Excellent	11% N=10
		Good	31% N=30
		Fair	32% N=32
		Poor	26% N=25
	Overall health and wellness opportunities	Excellent	10% N=10
		Good	41% N=40
		Fair	26% N=26
		Poor	22% N=21
	Overall opportunities for education, culture, and the arts	Excellent	22% N=22
		Good	35% N=34
		Fair	30% N=29
		Poor	13% N=13
	Residents' connection and engagement with their community	Excellent	9% N=8
		Good	29% N=29
		Fair	47% N=47
		Poor	15% N=15
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Redlands to someone who asks	Very likely	33% N=34
		Somewhat likely	44% N=45
		Somewhat unlikely	16% N=17
		Very unlikely	7% N=7
	Remain in Redlands for the next five years	Very likely	44% N=43
		Somewhat likely	21% N=20
		Somewhat unlikely	16% N=15
		Very unlikely	19% N=18
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Very safe	48% N=49
		Somewhat safe	29% N=30
		Neither safe nor unsafe	5% N=5

Please rate how safe or unsafe you feel:	In your neighborhood during the day	Somewhat unsafe	10% N=10
		Very unsafe	8% N=8
	In Redlands's downtown/commercial area during the day	Very safe	32% N=33
		Somewhat safe	45% N=45
		Neither safe nor unsafe	10% N=10
		Somewhat unsafe	6% N=6
		Very unsafe	7% N=7
	From property crime	Very safe	9% N=9
		Somewhat safe	42% N=43
		Neither safe nor unsafe	9% N=9
		Somewhat unsafe	27% N=28
		Very unsafe	13% N=13
	From violent crime	Very safe	31% N=30
		Somewhat safe	35% N=34
		Neither safe nor unsafe	11% N=11
		Somewhat unsafe	17% N=17
		Very unsafe	5% N=5
	From fire, flood, or other natural disaster	Very safe	31% N=32
		Somewhat safe	48% N=49
		Neither safe nor unsafe	3% N=3
		Somewhat unsafe	13% N=13
		Very unsafe	4% N=4
Please rate the job you feel the Redlands community does at each of the following.	Making all residents feel welcome	Excellent	11% N=11
		Good	24% N=24
		Fair	49% N=49
		Poor	17% N=17
	Attracting people from diverse backgrounds	Excellent	13% N=12
		Good	22% N=20
		Fair	34% N=30
		Poor	32% N=28
	Valuing/respecting residents from diverse backgrounds	Excellent	13% N=12

Please rate the job you feel the Redlands community does at each of the following.	Valuing/respecting residents from diverse backgrounds	Good	24% N=22
		Fair	33% N=30
		Poor	30% N=27
	Taking care of vulnerable residents	Excellent	10% N=9
		Good	17% N=15
		Fair	37% N=33
		Poor	36% N=32
Please rate each of the following in the Redlands community.	Overall quality of business and service establishments	Excellent	16% N=16
		Good	44% N=45
		Fair	35% N=36
		Poor	5% N=5
	Variety of business and service establishments	Excellent	18% N=18
		Good	31% N=31
		Fair	32% N=32
		Poor	19% N=18
	Vibrancy of downtown/commercial area	Excellent	29% N=29
		Good	25% N=25
		Fair	28% N=29
		Poor	18% N=18
	Employment opportunities	Excellent	9% N=7
		Good	21% N=16
		Fair	35% N=28
		Poor	35% N=28
	Shopping opportunities	Excellent	19% N=19
		Good	36% N=37
		Fair	40% N=41
		Poor	5% N=5
	Cost of living	Excellent	1% N=1
		Good	11% N=12
		Fair	49% N=50
		Poor	39% N=40

Please rate each of the following in the Redlands community.	Overall image or reputation	Excellent	21% N=21
		Good	36% N=35
		Fair	35% N=35
		Poor	7% N=7
Please also rate each of the following in the Redlands community.	Traffic flow on major streets	Excellent	2% N=3
		Good	23% N=24
		Fair	33% N=34
		Poor	41% N=42
	Ease of public parking	Excellent	2% N=2
		Good	24% N=24
		Fair	32% N=33
		Poor	42% N=43
	Ease of travel by car	Excellent	15% N=15
		Good	32% N=32
		Fair	39% N=38
		Poor	13% N=13
	Ease of travel by public transportation	Excellent	2% N=1
		Good	2% N=1
		Fair	31% N=13
		Poor	64% N=27
	Ease of travel by bicycle	Excellent	9% N=6
		Good	46% N=34
		Fair	36% N=26
		Poor	9% N=7
	Ease of walking	Excellent	7% N=7
		Good	42% N=41
		Fair	33% N=32
		Poor	17% N=17
	Well-planned residential growth	Excellent	5% N=5
		Good	18% N=16
		Fair	20% N=18

Please also rate each of the following in the Redlands community.	Well-planned residential growth	Poor	57% N=52
	Well-planned commercial growth	Excellent	6% N=5
		Good	27% N=24
		Fair	15% N=14
		Poor	53% N=48
	Well-designed neighborhoods	Excellent	6% N=6
		Good	23% N=22
		Fair	36% N=34
		Poor	35% N=33
	Preservation of the historical or cultural character of the community	Excellent	25% N=24
		Good	37% N=35
		Fair	16% N=15
		Poor	22% N=21
	Public places where people want to spend time	Excellent	13% N=14
		Good	26% N=27
		Fair	46% N=47
		Poor	14% N=15
	Variety of housing options	Excellent	9% N=9
		Good	17% N=17
		Fair	43% N=42
		Poor	30% N=29
	Availability of affordable quality housing	Excellent	3% N=3
		Good	7% N=6
		Fair	23% N=20
		Poor	67% N=59
	Overall quality of new development	Excellent	3% N=3
		Good	24% N=20
		Fair	29% N=24
		Poor	43% N=35
	Overall appearance	Excellent	18% N=17
		Good	43% N=42

Please also rate each of the following in the Redlands community.	Overall appearance	Fair	26% N=25
		Poor	14% N=13
	Cleanliness	Excellent	9% N=9
		Good	35% N=36
		Fair	33% N=34
		Poor	23% N=24
	Air quality	Excellent	7% N=7
		Good	20% N=20
		Fair	37% N=37
		Poor	37% N=37
	Availability of paths and walking trails	Excellent	10% N=10
		Good	39% N=38
		Fair	28% N=27
		Poor	22% N=22
	Fitness opportunities	Excellent	15% N=15
		Good	39% N=39
		Fair	23% N=23
		Poor	22% N=22
	Recreational opportunities	Excellent	12% N=11
		Good	35% N=33
		Fair	24% N=23
		Poor	28% N=27
	Availability of affordable quality food	Excellent	11% N=11
		Good	36% N=36
		Fair	36% N=37
		Poor	17% N=17
	Availability of affordable quality health care	Excellent	5% N=4
		Good	31% N=27
		Fair	38% N=32
		Poor	27% N=23
	Availability of preventive health services	Excellent	2% N=2

Please also rate each of the following in the Redlands community.	Availability of preventive health services	Good	28% N=21
		Fair	31% N=24
		Poor	38% N=29
	Availability of affordable quality mental health care	Excellent	2% N=1
		Good	12% N=9
		Fair	48% N=33
		Poor	38% N=26
	Opportunities to attend cultural/arts/music activities	Excellent	27% N=25
		Good	29% N=28
		Fair	34% N=33
		Poor	10% N=10
	Community support for the arts	Excellent	30% N=28
		Good	31% N=29
		Fair	34% N=32
		Poor	5% N=5
	Availability of affordable quality childcare/preschool	Excellent	17% N=7
		Good	7% N=3
		Fair	39% N=17
		Poor	37% N=16
	K-12 education	Excellent	25% N=17
		Good	31% N=21
		Fair	33% N=22
		Poor	11% N=8
	Adult educational opportunities	Excellent	8% N=5
		Good	21% N=12
		Fair	36% N=21
		Poor	36% N=21
	Sense of civic/community pride	Excellent	25% N=24
		Good	22% N=22
		Fair	48% N=47
		Poor	5% N=5

Please also rate each of the following in the Redlands community.	Neighborliness of residents	Excellent	19% N=18
		Good	25% N=24
		Fair	39% N=37
		Poor	17% N=17
	Opportunities to participate in social events and activities	Excellent	23% N=21
		Good	29% N=27
		Fair	34% N=32
		Poor	14% N=13
	Opportunities to attend special events and festivals	Excellent	22% N=21
		Good	30% N=28
		Fair	41% N=38
		Poor	7% N=7
	Opportunities to volunteer	Excellent	27% N=21
		Good	32% N=24
		Fair	35% N=27
		Poor	6% N=5
	Opportunities to participate in community matters	Excellent	11% N=9
		Good	44% N=36
		Fair	32% N=26
		Poor	13% N=10
	Openness and acceptance of the community toward people of diverse backgrounds	Excellent	20% N=17
		Good	20% N=18
		Fair	35% N=31
		Poor	25% N=21
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the City of Redlands for help or information	No	27% N=28
		Yes	73% N=74
	Contacted Redlands elected officials to express your opinion	No	62% N=64
		Yes	38% N=39
	Attended a local public meeting	No	64% N=65
		Yes	36% N=37
	Watched a local public meeting	No	63% N=64

Please indicate whether or not you have done each of the following in the last 12 months.	Watched a local public meeting	Yes	37% N=38
	Volunteered your time to some group/activity	No	42% N=43
		Yes	58% N=60
	Campaigned or advocated for a local issue, cause, or candidate	No	53% N=53
		Yes	47% N=48
	Voted in your most recent local election	No	14% N=14
		Yes	86% N=85
	Used public transportation instead of driving	No	89% N=91
		Yes	11% N=11
	Carpooled with other adults or children instead of driving alone	No	52% N=53
		Yes	48% N=49
	Walked or biked instead of driving	No	39% N=40
		Yes	61% N=62
Please rate the quality of each of the following services in Redlands.	Public information services	Excellent	6% N=5
		Good	34% N=32
		Fair	40% N=37
		Poor	20% N=19
	Economic development	Excellent	13% N=12
		Good	20% N=17
		Fair	50% N=45
		Poor	17% N=15
	Traffic enforcement	Excellent	3% N=3
		Good	20% N=19
		Fair	39% N=37
		Poor	38% N=36
	Traffic signal timing	Excellent	3% N=3
		Good	18% N=18
		Fair	40% N=41
		Poor	39% N=40
	Street repair	Excellent	6% N=6
		Good	23% N=22

Please rate the quality of each of the following services in Redlands.	Street repair	Fair	41% N=40
		Poor	30% N=29
	Street cleaning	Excellent	7% N=7
		Good	36% N=34
		Fair	35% N=33
		Poor	22% N=21
	Street lighting	Excellent	8% N=8
		Good	39% N=39
		Fair	32% N=32
		Poor	21% N=21
	Sidewalk maintenance	Excellent	6% N=6
		Good	28% N=28
		Fair	34% N=34
		Poor	32% N=32
	Bus or transit services	Excellent	2% N=1
		Good	9% N=4
		Fair	40% N=19
		Poor	50% N=24
	Land use, planning and zoning	Excellent	3% N=2
		Good	10% N=8
		Fair	24% N=19
		Poor	63% N=50
	Code enforcement	Excellent	2% N=2
		Good	22% N=18
		Fair	29% N=24
		Poor	47% N=39
	Affordable high-speed internet access	Excellent	10% N=8
		Good	23% N=20
		Fair	42% N=36
		Poor	25% N=22
	Garbage collection	Excellent	19% N=19

Please rate the quality of each of the following services in Redlands.	Garbage collection	Good	47% N=48
		Fair	25% N=25
		Poor	9% N=9
	Drinking water	Excellent	15% N=16
		Good	38% N=38
		Fair	25% N=25
		Poor	22% N=22
	Sewer services	Excellent	12% N=11
		Good	56% N=53
		Fair	27% N=26
		Poor	5% N=5
	Storm water management	Excellent	11% N=9
		Good	48% N=40
		Fair	32% N=27
		Poor	10% N=8
	Power (electric and/or gas) utility	Excellent	8% N=8
		Good	51% N=52
		Fair	27% N=28
		Poor	14% N=14
	Utility billing	Excellent	5% N=5
		Good	47% N=43
		Fair	25% N=23
		Poor	23% N=21
	Police/Sheriff services	Excellent	19% N=18
		Good	23% N=23
		Fair	37% N=36
		Poor	21% N=20
	Crime prevention	Excellent	13% N=13
		Good	22% N=21
		Fair	31% N=30
		Poor	34% N=33

Please rate the quality of each of the following services in Redlands.	Animal control	Excellent	24% N=17
		Good	16% N=11
		Fair	47% N=33
		Poor	13% N=9
	Ambulance or emergency medical services	Excellent	28% N=16
		Good	35% N=20
		Fair	25% N=14
		Poor	11% N=7
	Fire services	Excellent	31% N=22
		Good	44% N=31
		Fair	25% N=18
	Fire prevention and education	Excellent	21% N=14
		Good	33% N=22
		Fair	34% N=23
		Poor	13% N=9
	Emergency preparedness	Excellent	16% N=8
		Good	31% N=16
		Fair	13% N=7
		Poor	40% N=20
	Preservation of natural areas	Excellent	5% N=5
		Good	38% N=34
		Fair	22% N=20
		Poor	35% N=32
	Redlands open space	Excellent	13% N=12
		Good	28% N=27
		Fair	35% N=33
		Poor	24% N=23
	Recycling	Excellent	17% N=15
		Good	28% N=24
		Fair	29% N=26
		Poor	26% N=23

Please rate the quality of each of the following services in Redlands.	Yard waste pick-up	Excellent	18% N=14
		Good	50% N=41
		Fair	32% N=25
	City parks	Excellent	10% N=10
		Good	42% N=42
		Fair	27% N=27
		Poor	21% N=21
	Recreation programs or classes	Excellent	8% N=5
		Good	32% N=20
		Fair	14% N=9
		Poor	46% N=30
	Recreation centers or facilities	Excellent	10% N=7
		Good	23% N=15
		Fair	34% N=23
		Poor	32% N=22
	Health services	Excellent	12% N=9
		Good	35% N=25
		Fair	40% N=29
		Poor	13% N=10
	Public library services	Excellent	35% N=31
		Good	40% N=36
		Fair	21% N=19
		Poor	5% N=4
	Overall customer service by Redlands employees	Excellent	16% N=15
		Good	30% N=28
		Fair	44% N=41
		Poor	9% N=9
Please rate the following categories of Redlands government performance.	The value of services for the taxes paid to Redlands	Excellent	7% N=7
		Good	31% N=28
		Fair	39% N=35
		Poor	23% N=21

Please rate the following categories of Redlands government performance.	The overall direction that Redlands is taking	Excellent	8% N=8
		Good	19% N=18
		Fair	34% N=32
		Poor	40% N=38
	The job Redlands government does at welcoming resident involvement	Excellent	10% N=8
		Good	27% N=22
		Fair	45% N=35
		Poor	19% N=15
	Overall confidence in Redlands government	Excellent	6% N=6
		Good	24% N=23
		Fair	31% N=30
		Poor	38% N=37
	Generally acting in the best interest of the community	Excellent	12% N=10
		Good	24% N=21
		Fair	29% N=25
		Poor	35% N=31
	Being honest	Excellent	12% N=10
		Good	18% N=15
		Fair	32% N=26
		Poor	38% N=31
	Being open and transparent to the public	Excellent	7% N=6
		Good	20% N=17
		Fair	31% N=26
		Poor	42% N=36
	Informing residents about issues facing the community	Excellent	7% N=6
		Good	21% N=18
		Fair	45% N=39
		Poor	27% N=23
	Treating all residents fairly	Excellent	11% N=9
		Good	23% N=19
		Fair	32% N=27

Please rate the following categories of Redlands government performance.	Treating all residents fairly	Poor	34% N=28
	Treating residents with respect	Excellent	15% N=12
		Good	27% N=22
		Fair	33% N=27
		Poor	25% N=20
Overall, how would you rate the quality of the services provided by each of the following?	The City of Redlands	Excellent	14% N=13
		Good	30% N=28
		Fair	40% N=38
		Poor	16% N=15
	The Federal Government	Excellent	1% N=1
		Good	13% N=12
		Fair	48% N=43
		Poor	38% N=34
Please rate how important, if at all, you think it is for the Redlands community to focus on each of the following in the coming two years.	Overall economic health	Essential	52% N=52
		Very important	41% N=41
		Somewhat important	7% N=7
	Overall quality of the transportation system	Essential	30% N=30
		Very important	35% N=35
		Somewhat important	32% N=32
		Not at all important	4% N=4
	Overall design or layout of residential and commercial areas	Essential	59% N=60
		Very important	29% N=30
		Somewhat important	12% N=12
		Not at all important	0% N=
	Overall quality of the utility infrastructure	Essential	48% N=47
		Very important	36% N=35
		Somewhat important	16% N=16
	Overall feeling of safety	Essential	68% N=69
		Very important	19% N=19
		Somewhat important	13% N=13
		Not at all important	0% N=

Please rate how important, if at all, you think it is for the Redlands community to focus on each of the following in the coming two years.	Overall quality of natural environment	Essential	52% N=53
		Very important	43% N=43
		Somewhat important	4% N=4
		Not at all important	1% N=1
	Overall quality of parks and recreation opportunities	Essential	42% N=43
		Very important	42% N=43
		Somewhat important	16% N=16
		Not at all important	0% N=
	Overall health and wellness opportunities	Essential	35% N=34
		Very important	52% N=52
		Somewhat important	13% N=13
		Not at all important	1% N=1
	Overall opportunities for education, culture, and the arts	Essential	40% N=41
		Very important	27% N=28
		Somewhat important	28% N=29
		Not at all important	4% N=4
	Residents' connection and engagement with their community	Essential	29% N=30
		Very important	46% N=47
		Somewhat important	24% N=25
	In the past 12 months, how many times, if at all, have you or another household member visited Downtown Redlands for shopping, dining, or entertainment?	Every week or almost every week	45% N=46
		Twice a month	19% N=19
		Once a month	12% N=12
		A few times a year	19% N=20
		Never	5% N=5
	What mode of transportation do you use to travel to Downtown Redlands?	Walking	16% N=16
		Biking	2% N=2
		Personal vehicle/carpool	82% N=84
Please rate each of the following aspects of parking while visiting Downtown Redlands	Ease of finding parking	Excellent	8% N=8
		Good	20% N=21
		Fair	29% N=29
		Poor	43% N=44

Please rate each of the following aspects of parking while visiting Downtown Redlands	Convenience/location of parking	Excellent	7% N=7
		Good	22% N=23
		Fair	30% N=31
		Poor	41% N=41
	Charging stations for electric vehicles	Excellent	12% N=2
		Good	17% N=3
		Fair	38% N=7
		Poor	32% N=6
	What do you consider to be a reasonable distance to park away from the business you are visiting?	1 – 2 blocks	69% N=71
		3 – 4 blocks	18% N=19
		5 – 6 blocks	13% N=13
If the City were to commit additional resources, please indicate how much of a priority, if at all, each of the following would be.	Diversity, Equity & Inclusion	Major priority	37% N=38
		Minor priority	23% N=23
		Not a priority	40% N=40
	Downtown parking	Major priority	48% N=49
		Minor priority	35% N=35
		Not a priority	17% N=17
	Homelessness	Major priority	86% N=87
		Minor priority	13% N=14
		Not a priority	1% N=1
	Public safety (Police & Fire)	Major priority	77% N=78
		Minor priority	12% N=12
		Not a priority	11% N=11
	Quality of life (parks, recreation, library & cultural amenities)	Major priority	52% N=53
		Minor priority	47% N=48
		Not a priority	1% N=1
	Sustainability & Climate change	Major priority	53% N=53
		Minor priority	21% N=21
		Not a priority	26% N=27
	Please indicate which one of the following should be the top priority for the City.	Diversity, Equity & Inclusion	3% N=3
		Downtown parking	2% N=2

	Please indicate which one of the following should be the top priority for the City.	Homelessness	39% N=40
		Public safety (Police & Fire)	23% N=24
		Quality of life (parks, recreation, library & cultural amenities)	15% N=16
		Sustainability & Climate change	17% N=18
In general, how many times do you:	Access the internet from your home	Several times a day	82% N=84
		Once a day	8% N=8
		A few times a week	2% N=2
		Every few weeks	2% N=2
		Less often or never	6% N=6
	Access the internet from your cell phone	Several times a day	94% N=96
		Once a day	4% N=4
		A few times a week	2% N=2
	Visit social media sites	Several times a day	72% N=74
		Once a day	23% N=24
		A few times a week	1% N=1
		Every few weeks	1% N=1
		Less often or never	2% N=2
	Use or check email	Several times a day	82% N=83
		Once a day	13% N=14
		A few times a week	5% N=5
	Share your opinions online	Several times a day	22% N=22
		Once a day	8% N=8
		A few times a week	16% N=16
		Every few weeks	28% N=28
		Less often or never	27% N=27
	Shop online	Several times a day	8% N=8
		Once a day	10% N=10
		A few times a week	38% N=39
		Every few weeks	39% N=40
		Less often or never	5% N=5
	Please rate your overall health.	Excellent	29% N=30

	Please rate your overall health.	Very good	48% N=49
		Good	17% N=17
		Fair	6% N=6
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Very positive	6% N=6
		Somewhat positive	3% N=3
		Neutral	34% N=35
		Somewhat negative	37% N=38
		Very negative	19% N=20
	How many years have you lived in Redlands?	Less than 2 years	11% N=12
		2-5 years	9% N=9
		6-10 years	13% N=13
		11-20 years	26% N=27
		More than 20 years	41% N=42
	Which best describes the building you live in?	One family house detached from any other houses	70% N=71
		Building with two or more homes	30% N=30
		Mobile home	0% N=
		Other	0% N=
	Do you rent or own your home?	Rent	37% N=38
		Own	63% N=64
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?	About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Less than $500	3% N=3
		$500 to $999	3% N=3
		$1,000 to $1,499	21% N=21
		$1,500 to $1,999	24% N=24
		$2,000 to $2,499	20% N=21
		$2,500 to $2,999	15% N=16
		$3,000 to $3,499	9% N=9
		$3,500 or more	6% N=6
	Do any children 17 or under live in your household?	No	74% N=75
		Yes	26% N=27
	Are you or any other members of your household aged 65 or older?	No	81% N=79
		Yes	19% N=19

	How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than $25,000	3% N=4
		$25,000 to $49,999	18% N=18
		$50,000 to $74,999	13% N=13
		$75,000 to $99,999	18% N=18
		$100,000 to $149,999	28% N=29
		$150,000 or more	20% N=20
Are you Spanish, Hispanic, or Latino?	Are you Spanish, Hispanic or Latino?	No, not Spanish, Hispanic, or Latino	73% N=74
		Yes, I consider myself to be Spanish, Hispanic, or Latino	27% N=28
	What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaskan Native	7% N=7
		Asian, Asian Indian, or Pacific Islander	2% N=2
		Black or African American	1% N=1
		White	73% N=73
		Other	20% N=21
	In which category is your age?	18-24 years	4% N=4
		25-34 years	33% N=33
		35-44 years	22% N=22
		45-54 years	9% N=9
		55-64 years	22% N=23
		65-74 years	9% N=9
		75 years or older	1% N=1
	What is your gender?	Woman	57% N=59
		Man	42% N=43
		Identify in another way	1% N=1
	If you identify in another way, how would you desc..	Agender/I don't identify with any gender	100% N=1
	How did you hear about this survey? (Select all that apply.)	The City's website	11% N=11
		The City's social media (Facebook, Twitter, Instagram,..	60% N=61
		Received an email from the City	5% N=5
		Received a postcard or letter from the City	1% N=1
		Nextdoor	0% N=
		In my Facebook feed	19% N=20
		Saw it in a newspaper article or ad (hard copy or online)	2% N=2

How did you hear about this survey? (Select all that apply.)	Heard about it from a family member, friend or neighbor		3% N=3
	Heard about it from a business or social organization		0% N=
	Other		4% N=4

City Council/Financing Authority Meeting **K. 1.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a construction contract with Tryco General Engineering for the 2022 CIP Water Pipeline Replacement Project for an amount not-to-exceed $4,744,111 and determination that the project is categorically exempt from environmental review pursuant to Section 15302 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of a Construction Contract and construction of the 2022 CIP Water Pipeline Replacement Project are categorically exempt from environmental review in accordance with Section 15302 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve the 2022 CIP Water Pipeline Replacement Project plans and specifications, and approve a Construction Contract with Tryco General Engineering for an amount not-to-exceed $4,744,111.

RECOMMENDATION:

Staff recommends City Council determine approval of a Construction Contract and construction of the 2022 CIP Water Pipeline Replacement Project are categorically exempt from environmental review in accordance with Section 15302 of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that City Council approve the 2022 Water Pipeline Replacement Project plans and specifications, and award a Construction Contract to Tryco General Engineering for an amount not-to-exceed $4,744,111.

DISCUSSION:

The 2022 CIP Water Pipeline Replacement Project (Project) will replace approximately 3.5 miles of aging and deteriorated water pipelines. Each year, a portion of revenues generated through water utility rates is used to replace aging water pipelines throughout the City. These pipelines are selected based on maintenance history, inspection records, and coordination with future paving improvements.

MUED staff prepared the plans and specifications in-house and advertised the construction phase of the Project on November 10, 2022. On December 1, 2022, the City Clerk's office received the following bids:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. Tryco General Engineering, Rimforest, CA	$4,744,111.00
2. Borden Excavating, Inc., Calimesa, CA	$5,127,624.00
3. MCC Equipment Rentals, Inc., Yucaipa, CA	* $5,927,761.80
4. Pacific West Underground, Yucaipa, CA	$6,916,886.96
5. Dominguez General Engineering, Inc., Pomona, CA	$7,321,440.00
6. Griffith Company, Brea, CA	$8,301,398.00
7. Kirtley Construction, Inc., San Bernardino, CA	$10,487,642.00

*An arithmetic error was discovered in the bid proposal. The total bid amount was corrected and highlighted in the attached bid analysis to identify arithmetic errors. The error did not affect ranking.

Each bid was reviewed by staff to determine responsiveness to bid requirements and Tryco General Engineering was determined to be the lowest responsive bidder. Staff recommends awarding a Construction Contract to Tryco General Engineering for an amount not-to-exceed $4,744,111.00. The Project will be completed within one hundred eighty (180) calendar days after the date of issuance of a Notice to Proceed to the Contractor.

This Project is categorically exempt from environmental review in accordance with Section 15302 of the State's guidelines implementing the California Environmental Quality Act as the Project involves the replacement of an existing utility facility with a negligible expansion of capacity.

ALTERNATIVES:

City Council may deny the staff recommendation.

STRATEGIC PLAN:

Strategic Plan Priority D, Objective 3 - Develop and implement Water and Wastewater Utility Master Plans to ensure facilities are improved and maintained to meet the needs of our expanding community

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

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

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

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year:	FY 22/23
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	501910

Discussion:

There is no fiscal impact associated with this action. The cost for this project is included in the FY 22/23 MUED Budget.

Attachments

A. Tryco Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 17th day of January 2023, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Tryco General Engineering (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2022 CIP Water Pipeline Replacement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2022 CIP Water Pipeline Replacement Project, Project No. 501062 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of four million seven hundred forty-four thousand one hundred eleven dollars ($4,744,111) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within one hundred eighty (180) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Tryco General Engineering
Name of Contractor

By:_____
Signature of Authorized Agent

_Sylvan Kirtley, Secretary_____
Name, Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_960285_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

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

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

Dated this _____ day of _____, 2023.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Tryco General Engineering (hereinafter designated as "Principal") have entered into an agreement dated January 17, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2022 CIP Water Pipeline Replacement Project, Project No. 501062 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 million seven hundred forty four thousand one hundred eleven dollars ($4,744,111) 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 Tryco General Engineering (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 January 17, 2023, and identified as 2022 CIP Water Pipeline Replacement Project, Project No. 501062 is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of four million seven hundred forty four thousand one hundred eleven dollars ($4,744,111) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2023.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

CITY OF REDLANDS
Office of the City Clerk
BID OPENING REPORT

The following bids were opened on the **1st day of December, 2022** at **2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2022 CIP Water Pipeline Replacement, Project No. 501062**. 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 (1)	Total Bid Amount
1	Tryco General Engineering, Rimforest, CA	Yes	Yes	Yes	$4,744,111.00
2	Borden Excavating, Inc., Calimesa, CA	Yes	Yes	Yes	$5,127,624.00
3	MCC Equipment Rentals, Inc., Yucaipa, CA	Yes	Yes	Yes	$5,921,941.80
4	Pacific West Underground, Yucaipa, CA	Yes	Yes	Yes	$6,916,886.96
5	Dominguez General Engineering, Inc., Pomona, CA	Yes	Yes	Yes	$7,321,440.00
6	Griffith Company, Brea, CA	Yes	Yes	Yes	$8,301,398.00
7	Kirtley Construction, Inc. DBA TK Construction, San Bernardino, CA	Yes	Yes	Yes	$10,487,642.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers, City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Gerard Nepomuceno

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

ATTACHMENT "C"

PROJECT No.: 501062 — Bid Date: 12/1/2022

2022 CIP Water Pipeline Replacement Project — Estimated Start Date: 2/15/2023

Item No.	Bid Item	Qty	Unit	Tryco General Engineering		Borden Excavating Inc.		MCC Equipment Rentals	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Max. 5% of Total Bid)	1	LS	$80,000.00	$80,000.00	$7,537.00	$7,537.00	$240,500.00	$240,500.00
2	SWPPP	1	LS	$8,800.00	$8,800.00	$2,500.00	$2,500.00	$17,300.00	$17,300.00
3	Traffic Control Plan	1	LS	$28,000.00	$28,000.00	$7,500.00	$7,500.00	$32,700.00	$32,700.00
4	Construction Survey	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$45,780.00	$45,780.00
5	8" DIP Water Pipeline	9,529	LF	$145.00	$1,381,705.00	$155.00	$1,476,995.00	$130.20	$1,240,675.80
6	12" DIP Water Pipeline	2,631	LF	$148.00	$389,388.00	$177.00	$465,687.00	$196.00	$515,676.00
7	16" DIP Water Pipeline	5,303	LF	$186.00	$986,358.00	$235.00	$1,246,205.00	$230.00	$1,219,690.00
8	24" DIP Water Pipeline	120	LF	$518.00	$62,160.00	$700.00	$84,000.00	$795.00	$95,400.00
9	8" Gate Valve	29	EA	$2,480.00	$71,920.00	$2,700.00	$78,300.00	$3,055.00	$88,595.00
10	12" Gate Valve	24	EA	$3,800.00	$91,200.00	$4,500.00	$108,000.00	$4,600.00	$110,400.00
11	16" Butterfly Valve	8	EA	$5,200.00	$41,600.00	$6,500.00	$52,000.00	$7,200.00	$57,600.00
12	24" Butterfly Valve	2	EA	$10,000.00	$20,000.00	$12,000.00	$24,000.00	$16,700.00	$33,400.00
13	Fire Hydrant	30	EA	$9,990.00	$299,700.00	$12,000.00	$360,000.00	$11,200.00	$336,000.00
14	Fire Hydrant w/ Check Valve	6	EA	$11,800.00	$70,800.00	$13,000.00	$78,000.00	$13,000.00	$78,000.00
15	1" Service to Existing Meter	90	EA	$2,300.00	$207,000.00	$2,250.00	$202,500.00	$2,400.00	$216,000.00
16	2" Service to Existing Meter	20	EA	$4,980.00	$99,600.00	$5,000.00	$100,000.00	$8,600.00	$172,000.00
17	Drop Section	35	EA	$2,800.00	$98,000.00	$1,000.00	$35,000.00	$4,000.00	$140,000.00
18	Air and Vacuum	5	EA	$6,100.00	$30,500.00	$5,500.00	$27,500.00	$11,300.00	$56,500.00
19	Connection per Detail 1, Sheet 6	1	EA	$12,000.00	$12,000.00	$15,200.00	$15,200.00	$20,725.00	$20,725.00
20	Connection per Detail 2, Sheet 6	1	EA	$11,500.00	$11,500.00	$13,500.00	$13,500.00	$18,760.00	$18,760.00
21	Connection per Detail 1, Sheet 7	1	EA	$10,000.00	$10,000.00	$12,250.00	$12,250.00	$10,600.00	$10,600.00
22	Connection per Detail 2, Sheet 7	1	EA	$17,800.00	$17,800.00	$21,500.00	$21,500.00	$25,400.00	$25,400.00
23	Connection per Detail 1, Sheet 8	1	EA	$3,800.00	$3,800.00	$4,500.00	$4,500.00	$7,400.00	$7,400.00
24	Connection per Detail 2, Sheet 8	1	EA	$4,200.00	$4,200.00	$4,750.00	$4,750.00	$7,580.00	$7,580.00
25	Connection per Detail 1, Sheet 9	1	EA	$6,800.00	$6,800.00	$6,000.00	$6,000.00	$12,100.00	$12,100.00
26	Connection per Detail 2, Sheet 9	1	EA	$7,800.00	$7,800.00	$6,500.00	$6,500.00	$12,600.00	$12,600.00
27	Connection per Detail 1, Sheet 10	1	EA	$4,200.00	$4,200.00	$4,000.00	$4,000.00	$14,800.00	$14,800.00
28	Connection per Detail 2, Sheet 10	1	EA	$4,200.00	$4,200.00	$3,500.00	$3,500.00	$14,240.00	$14,240.00
29	Connection per Detail 3, Sheet 10	1	EA	$4,800.00	$4,800.00	$5,500.00	$5,500.00	$15,600.00	$15,600.00
30	Connection per Detail 4, Sheet 10	1	EA	$4,980.00	$4,980.00	$5,000.00	$5,000.00	$15,400.00	$15,400.00
31	Connection per Detail 5, Sheet 10	1	EA	$4,400.00	$4,400.00	$3,750.00	$3,750.00	$14,800.00	$14,800.00
32	Connection per Detail 1, Sheet 11	1	EA	$4,200.00	$4,200.00	$3,000.00	$3,000.00	$7,300.00	$7,300.00
33	Connection per Detail 2, Sheet 11	1	EA	$4,800.00	$4,800.00	$4,000.00	$4,000.00	$8,120.00	$8,120.00
34	Connection per Detail 3, Sheet 11	1	EA	$5,800.00	$5,800.00	$6,000.00	$6,000.00	$9,100.00	$9,100.00
35	Connection per Detail 1, Sheet 12	1	EA	$4,200.00	$4,200.00	$6,000.00	$6,000.00	$11,500.00	$11,500.00
36	Connection per Detail 2, Sheet 12	1	EA	$5,800.00	$5,800.00	$6,750.00	$6,750.00	$16,500.00	$16,500.00
37	Connection per Detail 3, Sheet 12	1	EA	$6,000.00	$6,000.00	$6,750.00	$6,750.00	$16,000.00	$16,000.00
38	Connection per Detail 1, Sheet 13	1	EA	$3,800.00	$3,800.00	$4,500.00	$4,500.00	$7,300.00	$7,300.00
39	Connection per Detail 2, Sheet 13	1	EA	$4,200.00	$4,200.00	$5,250.00	$5,250.00	$8,120.00	$8,120.00

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT No.: 501062 — Bid Date: 12/1/2022

2022 CIP Water Pipeline Replacement Project — Estimated Start Date: 2/15/2023

Item No.	Bid Item	Qty	Unit	Tryco General Engineering		Borden Excavating Inc.		MCC Equipment Rentals	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
40	Connection per Detail 3, Sheet 13	1	EA	$4,200.00	$4,200.00	$4,500.00	$4,500.00	$9,100.00	$9,100.00
41	Connection per Detail 1, Sheet 14	1	EA	$4,200.00	$4,200.00	$4,500.00	$4,500.00	$11,500.00	$11,500.00
42	Connection per Detail 2, Sheet 14	1	EA	$7,800.00	$7,800.00	$4,500.00	$4,500.00	$7,300.00	$7,300.00
43	Connection per Detail 3, Sheet 14	1	EA	$12,000.00	$12,000.00	$7,750.00	$7,750.00	$16,100.00	$16,100.00
44	Connection per Detail 1, Sheet 15	1	EA	$6,200.00	$6,200.00	$5,500.00	$5,500.00	$8,300.00	$8,300.00
45	Connection per Detail 2, Sheet 15	1	EA	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$7,800.00	$7,800.00
47	Connection per Detail 1, Sheet 16	1	EA	$2,800.00	$2,800.00	$4,700.00	$4,700.00	$7,500.00	$7,500.00
48	Connection per Detail 2, Sheet 16	1	EA	$5,800.00	$5,800.00	$5,500.00	$5,500.00	$8,400.00	$8,400.00
49	Connection per Detail 3, Sheet 16	1	EA	$6,000.00	$6,000.00	$7,500.00	$7,500.00	$9,900.00	$9,900.00
50	Connection per Detail 4, Sheet 16	1	EA	$4,800.00	$4,800.00	$6,250.00	$6,250.00	$8,800.00	$8,800.00
51	Connection per Detail 5, Sheet 16	1	EA	$6,000.00	$6,000.00	$5,500.00	$5,500.00	$9,100.00	$9,100.00
52	Connection per Detail 6, Sheet 16	1	EA	$4,200.00	$4,200.00	$6,500.00	$6,500.00	$8,900.00	$8,900.00
53	Connection to Exiting 6" Fire Service	7	EA	$7,900.00	$55,300.00	$8,500.00	$59,500.00	$19,000.00	$133,000.00
54	Connection to Exiting 8" Fire Service	3	EA	$9,800.00	$29,400.00	$11,500.00	$34,500.00	$26,400.00	$79,200.00
55	Connection to Exiting 10" Fire Service	4	EA	$10,900.00	$43,600.00	$12,000.00	$48,000.00	$40,500.00	$162,000.00
56	Connection to Existing 4" Service lateral	5		$6,200.00	$31,000.00	$10,500.00	$52,500.00	$11,300.00	$56,500.00
57	Unforeseen work not covered within all other bid items	1	LS	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00
58	Demobilization	1	LS	$4,800.00	$4,800.00	$1,500.00	$1,500.00	$14,200.00	$14,200.00
	Additions/Deductions						-$50,000.00		
	Total Bid Price				**$4,744,111.00**		**$5,127,624.00**		**$5,927,761.80**

Multiplication Error on Bid Item 56
Total is corrected per item unit price

License Status	Active	Active	Active
Sub's License Status	Active	Active	N/A
Submitted Entire Bid Submittal Package	Yes	Yes	Yes
Bid Bond Company	Western National Mutual Insurance Company	U.S Specialty Insurance Company	Argonaut Insurance Company
Submitted Sub's Qualification Statement	N/A	No	N/A
DIR Status	Active	Active	Active
Error in bid	No	No	Yes

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT No.: 501062 — Bid Date: 12/1/2022

2022 CIP Water Pipeline Replacement Project — Estimated Start Date: 2/15/2023

Item No.	Bid Item	Qty	Unit	Pacific West Underground		Dominguez General Engineering		Griffith Company	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Max. 5% of Total Bid)	1	LS	$325,000.00	$325,000.00	$100,000.00	$100,000.00	$400,000.00	$400,000.00
2	SWPPP	1	LS	$65,000.00	$65,000.00	$20,000.00	$20,000.00	$76,771.00	$76,771.00
3	Traffic Control Plan	1	LS	$35,257.00	$35,257.00	$40,000.00	$40,000.00	$220,100.00	$220,100.00
4	Construction Survey	1	LS	$74,250.00	$74,250.00	$50,000.00	$50,000.00	$33,109.00	$33,109.00
5	8" DIP Water Pipeline	9,529	LF	$120.00	$1,143,480.00	$230.00	$2,191,670.00	$227.00	$2,163,083.00
6	12" DIP Water Pipeline	2,631	LF	$170.00	$447,270.00	$270.00	$710,370.00	$275.00	$723,525.00
7	16" DIP Water Pipeline	5,303	LF	$265.00	$1,405,295.00	$300.00	$1,590,900.00	$312.00	$1,654,536.00
8	24" DIP Water Pipeline	120	LF	$960.00	$115,200.00	$500.00	$60,000.00	$917.00	$110,040.00
9	8" Gate Valve	29	EA	$4,200.00	$121,800.00	$2,500.00	$72,500.00	$3,601.00	$104,429.00
10	12" Gate Valve	24	EA	$7,500.00	$180,000.00	$4,500.00	$108,000.00	$5,227.00	$125,448.00
11	16" Butterfly Valve	8	EA	$12,000.00	$96,000.00	$10,000.00	$80,000.00	$7,900.00	$63,200.00
12	24" Butterfly Valve	2	EA	$18,750.00	$37,500.00	$20,000.00	$40,000.00	$17,028.00	$34,056.00
13	Fire Hydrant	30	EA	$16,585.00	$497,550.00	$18,000.00	$540,000.00	$18,200.00	$546,000.00
14	Fire Hydrant w/ Check Valve	6	EA	$26,000.00	$156,000.00	$20,000.00	$120,000.00	$19,756.00	$118,536.00
15	1" Service to Existing Meter	90	EA	$3,500.00	$315,000.00	$2,500.00	$225,000.00	$5,335.00	$480,150.00
16	2" Service to Existing Meter	20	EA	$8,000.00	$160,000.00	$8,000.00	$160,000.00	$9,632.00	$192,640.00
17	Drop Section	35	EA	$8,500.00	$297,500.00	$3,000.00	$105,000.00	$8,707.00	$304,745.00
18	Air and Vacuum	5	EA	$10,500.00	$52,500.00	$5,000.00	$25,000.00	$12,567.00	$62,835.00
19	Connection per Detail 1, Sheet 6	1	EA	$35,500.00	$35,500.00	$20,000.00	$20,000.00	$15,007.00	$15,007.00
20	Connection per Detail 2, Sheet 6	1	EA	$34,500.00	$34,500.00	$20,000.00	$20,000.00	$13,861.00	$13,861.00
21	Connection per Detail 1, Sheet 7	1	EA	$24,361.20	$24,361.20	$10,000.00	$10,000.00	$6,205.00	$6,205.00
22	Connection per Detail 2, Sheet 7	1	EA	$40,053.47	$40,053.47	$30,000.00	$30,000.00	$18,772.00	$18,772.00
23	Connection per Detail 1, Sheet 8	1	EA	$15,567.27	$15,567.27	$5,000.00	$5,000.00	$7,075.00	$7,075.00
24	Connection per Detail 2, Sheet 8	1	EA	$16,239.65	$16,239.65	$5,000.00	$5,000.00	$7,343.00	$7,343.00
25	Connection per Detail 1, Sheet 9	1	EA	$18,602.19	$18,602.19	$5,000.00	$5,000.00	$6,607.00	$6,607.00
26	Connection per Detail 2, Sheet 9	1	EA	$22,847.80	$22,847.80	$5,000.00	$5,000.00	$7,031.00	$7,031.00
27	Connection per Detail 1, Sheet 10	1	EA	$22,016.17	$22,016.17	$5,000.00	$5,000.00	$7,343.00	$7,343.00
28	Connection per Detail 2, Sheet 10	1	EA	$15,708.97	$15,708.97	$5,000.00	$5,000.00	$6,205.00	$6,205.00
29	Connection per Detail 3, Sheet 10	1	EA	$23,544.55	$23,544.55	$5,000.00	$5,000.00	$7,031.00	$7,031.00
30	Connection per Detail 4, Sheet 10	1	EA	$22,240.30	$22,240.30	$5,000.00	$5,000.00	$8,555.00	$8,555.00
31	Connection per Detail 5, Sheet 10	1	EA	$19,836.44	$19,836.44	$5,000.00	$5,000.00	$6,205.00	$6,205.00
32	Connection per Detail 1, Sheet 11	1	EA	$17,685.82	$17,685.82	$5,000.00	$5,000.00	$6,205.00	$6,205.00
33	Connection per Detail 2, Sheet 11	1	EA	$23,850.00	$23,850.00	$5,000.00	$5,000.00	$6,205.00	$6,205.00
34	Connection per Detail 3, Sheet 11	1	EA	$24,889.45	$24,889.45	$5,000.00	$5,000.00	$6,740.00	$6,740.00
35	Connection per Detail 1, Sheet 12	1	EA	$11,951.53	$11,951.53	$5,000.00	$5,000.00	$6,205.00	$6,205.00
36	Connection per Detail 2, Sheet 12	1	EA	$19,168.52	$19,168.52	$7,000.00	$7,000.00	$7,803.00	$7,803.00
37	Connection per Detail 3, Sheet 12	1	EA	$25,719.51	$25,719.51	$7,000.00	$7,000.00	$5,489.00	$5,489.00
38	Connection per Detail 1, Sheet 13	1	EA	$12,685.82	$12,685.82	$5,000.00	$5,000.00	$6,205.00	$6,205.00
39	Connection per Detail 2, Sheet 13	1	EA	$16,572.03	$16,572.03	$5,000.00	$5,000.00	$5,875.00	$5,875.00

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT No.: 501062 — Bid Date: 12/1/2022

2022 CIP Water Pipeline Replacement Project — Estimated Start Date: 2/15/2023

Item No.	Bid Item	Qty	Unit	Pacific West Underground		Dominguez General Engineering		Griffith Company	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
40	Connection per Detail 3, Sheet 13	1	EA	$13,144.88	$13,144.88	$5,000.00	$5,000.00	$6,071.00	$6,071.00
41	Connection per Detail 1, Sheet 14	1	EA	$10,108.52	$10,108.52	$5,000.00	$5,000.00	$6,205.00	$6,205.00
42	Connection per Detail 2, Sheet 14	1	EA	$15,685.82	$15,685.82	$5,000.00	$5,000.00	$5,917.00	$5,917.00
43	Connection per Detail 3, Sheet 14	1	EA	$23,719.51	$23,719.51	$7,000.00	$7,000.00	$6,046.00	$6,046.00
44	Connection per Detail 1, Sheet 15	1	EA	$12,351.00	$12,351.00	$7,000.00	$7,000.00	$6,627.00	$6,627.00
45	Connection per Detail 2, Sheet 15	1	EA	$14,793.33	$14,793.33	$5,000.00	$5,000.00	$6,060.00	$6,060.00
47	Connection per Detail 1, Sheet 16	1	EA	$11,198.25	$11,198.25	$5,000.00	$5,000.00	$6,046.00	$6,046.00
48	Connection per Detail 2, Sheet 16	1	EA	$14,467.06	$14,467.06	$7,000.00	$7,000.00	$6,046.00	$6,046.00
49	Connection per Detail 3, Sheet 16	1	EA	$22,571.25	$22,571.25	$7,000.00	$7,000.00	$7,172.00	$7,172.00
50	Connection per Detail 4, Sheet 16	1	EA	$18,635.95	$18,635.95	$7,000.00	$7,000.00	$6,046.00	$6,046.00
51	Connection per Detail 5, Sheet 16	1	EA	$20,717.58	$20,717.58	$7,000.00	$7,000.00	$6,046.00	$6,046.00
52	Connection per Detail 6, Sheet 16	1	EA	$18,635.98	$18,635.98	$7,000.00	$7,000.00	$5,470.00	$5,470.00
53	Connection to Exiting 6" Fire Service	7	EA	$8,366.24	$58,563.68	$20,000.00	$140,000.00	$10,195.00	$71,365.00
54	Connection to Exiting 8" Fire Service	3	EA	$8,366.24	$25,098.72	$30,000.00	$90,000.00	$11,909.00	$35,727.00
55	Connection to Exiting 10" Fire Service	4	EA	$10,366.46	$41,465.84	$35,000.00	$140,000.00	$13,657.00	$54,628.00
56	Connection to Existing 4" Service lateral	5		$16,517.38	$82,586.90	$10,000.00	$50,000.00	$10,961.00	$54,805.00
57	Unforeseen work not covered within all other bid items	1	LS	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00
58	Demobilization	1	LS	$125,000.00	$125,000.00	$20,000.00	$20,000.00	$29,951.00	$29,951.00
	Additions/Deductions								
	Total Bid Price				**$6,916,886.96**		**$7,321,440.00**		**$8,301,398.00**

License Status	Active	Active	Active
Sub's License Status	Active	Active	N/A
Submitted Entire Bid Submittal Package	Yes	Yes	Yes
Bid Bond Company	Harco National Insurance Company	Old Republic Surety Company	Liberty Mutual Insurance Company
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in bid	No	No	No

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT No.: 501062 — Bid Date: 12/1/2022

2022 CIP Water Pipeline Replacement Project — Estimated Start Date: 2/15/2023

Item No.	Bid Item	Qty	Unit	Kirtley Construction					
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Max. 5% of Total Bid)	1	LS	$190,000.00	$190,000.00				
2	SWPPP	1	LS	$15,000.00	$15,000.00				
3	Traffic Control Plan	1	LS	$50,000.00	$50,000.00				
4	Construction Survey	1	LS	$50,000.00	$50,000.00				
5	8" DIP Water Pipeline	9,529	LF	$300.00	$2,858,700.00				
6	12" DIP Water Pipeline	2,631	LF	$338.00	$889,278.00				
7	16" DIP Water Pipeline	5,303	LF	$388.00	$2,057,564.00				
8	24" DIP Water Pipeline	120	LF	$1,100.00	$132,000.00				
9	8" Gate Valve	29	EA	$3,900.00	$113,100.00				
10	12" Gate Valve	24	EA	$5,100.00	$122,400.00				
11	16" Butterfly Valve	8	EA	$7,700.00	$61,600.00				
12	24" Butterfly Valve	2	EA	$21,000.00	$42,000.00				
13	Fire Hydrant	30	EA	$38,000.00	$1,140,000.00				
14	Fire Hydrant w/ Check Valve	6	EA	$26,000.00	$156,000.00				
15	1" Service to Existing Meter	90	EA	$4,000.00	$360,000.00				
16	2" Service to Existing Meter	20	EA	$18,000.00	$360,000.00				
17	Drop Section	35	EA	$19,000.00	$665,000.00				
18	Air and Vacuum	5	EA	$12,000.00	$60,000.00				
19	Connection per Detail 1, Sheet 6	1	EA	$19,000.00	$19,000.00				
20	Connection per Detail 2, Sheet 6	1	EA	$17,000.00	$17,000.00				
21	Connection per Detail 1, Sheet 7	1	EA	$16,000.00	$16,000.00				
22	Connection per Detail 2, Sheet 7	1	EA	$31,000.00	$31,000.00				
23	Connection per Detail 1, Sheet 8	1	EA	$7,000.00	$7,000.00				
24	Connection per Detail 2, Sheet 8	1	EA	$13,000.00	$13,000.00				
25	Connection per Detail 1, Sheet 9	1	EA	$14,000.00	$14,000.00				
26	Connection per Detail 2, Sheet 9	1	EA	$14,000.00	$14,000.00				
27	Connection per Detail 1, Sheet 10	1	EA	$14,000.00	$14,000.00				
28	Connection per Detail 2, Sheet 10	1	EA	$14,000.00	$14,000.00				
29	Connection per Detail 3, Sheet 10	1	EA	$14,000.00	$14,000.00				
30	Connection per Detail 4, Sheet 10	1	EA	$14,000.00	$14,000.00				
31	Connection per Detail 5, Sheet 10	1	EA	$14,000.00	$14,000.00				
32	Connection per Detail 1, Sheet 11	1	EA	$7,000.00	$7,000.00				
33	Connection per Detail 2, Sheet 11	1	EA	$16,000.00	$16,000.00				
34	Connection per Detail 3, Sheet 11	1	EA	$16,000.00	$16,000.00				
35	Connection per Detail 1, Sheet 12	1	EA	$9,000.00	$9,000.00				
36	Connection per Detail 2, Sheet 12	1	EA	$17,000.00	$17,000.00				
37	Connection per Detail 3, Sheet 12	1	EA	$13,000.00	$13,000.00				
38	Connection per Detail 1, Sheet 13	1	EA	$7,000.00	$7,000.00				
39	Connection per Detail 2, Sheet 13	1	EA	$17,000.00	$17,000.00				

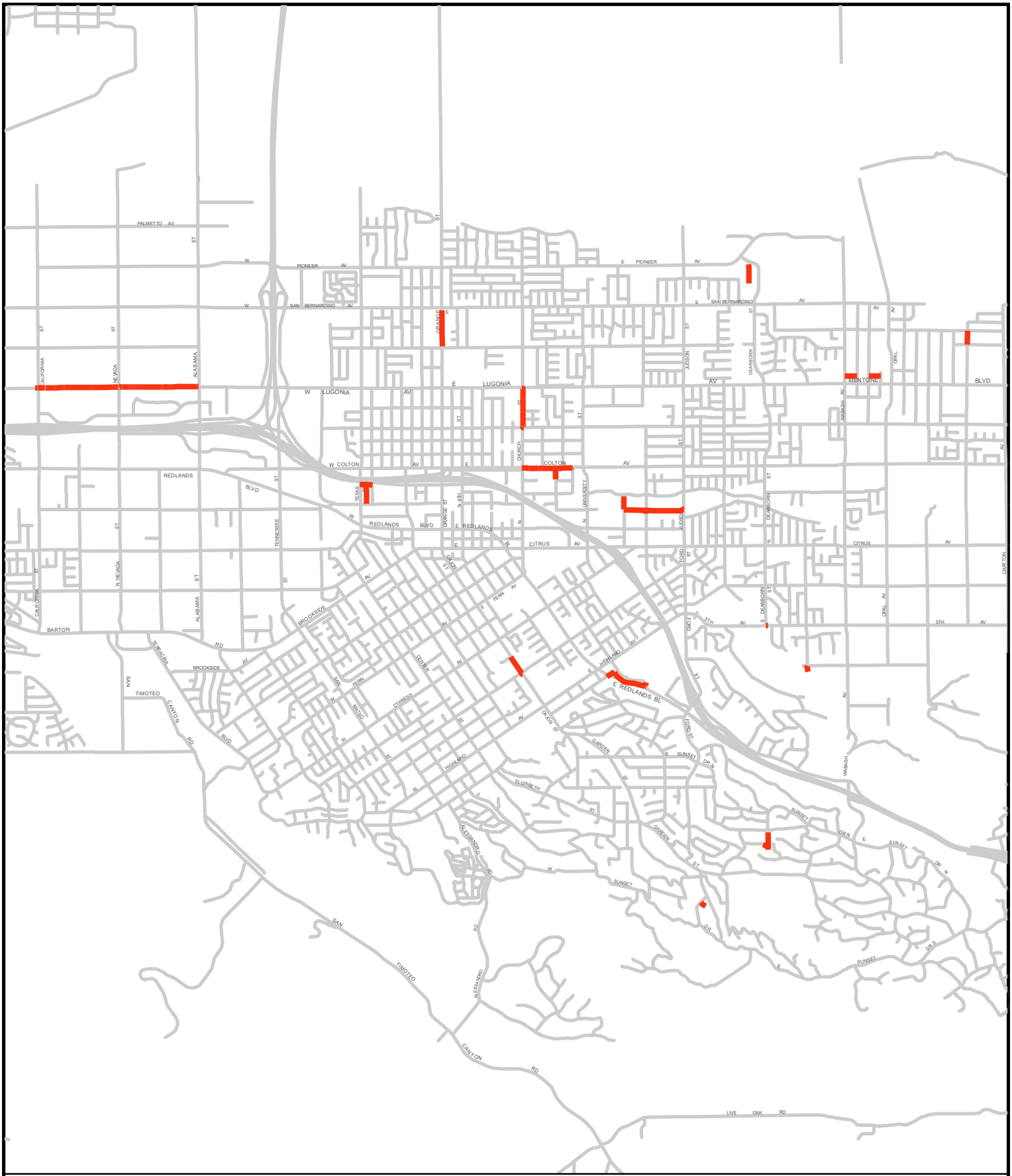
CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT No.: 501062 — Bid Date: 12/1/2022

2022 CIP Water Pipeline Replacement Project — Estimated Start Date: 2/15/2023

Item No.	Bid Item	Qty	Unit	Kirtley Construction					
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
40	Connection per Detail 3, Sheet 13	1	EA	$19,000.00	$19,000.00				
41	Connection per Detail 1, Sheet 14	1	EA	$7,000.00	$7,000.00				
42	Connection per Detail 2, Sheet 14	1	EA	$8,000.00	$8,000.00				
43	Connection per Detail 3, Sheet 14	1	EA	$19,000.00	$19,000.00				
44	Connection per Detail 1, Sheet 15	1	EA	$14,000.00	$14,000.00				
45	Connection per Detail 2, Sheet 15	1	EA	$33,000.00	$33,000.00				
47	Connection per Detail 1, Sheet 16	1	EA	$14,000.00	$14,000.00				
48	Connection per Detail 2, Sheet 16	1	EA	$22,000.00	$22,000.00				
49	Connection per Detail 3, Sheet 16	1	EA	$39,000.00	$39,000.00				
50	Connection per Detail 4, Sheet 16	1	EA	$22,000.00	$22,000.00				
51	Connection per Detail 5, Sheet 16	1	EA	$18,000.00	$18,000.00				
52	Connection per Detail 6, Sheet 16	1	EA	$22,000.00	$22,000.00				
53	Connection to Exiting 6" Fire Service	7	EA	$10,000.00	$70,000.00				
54	Connection to Exiting 8" Fire Service	3	EA	$13,000.00	$39,000.00				
55	Connection to Exiting 10" Fire Service	4	EA	$15,000.00	$60,000.00				
56	Connection to Existing 4" Service lateral	5		$8,000.00	$40,000.00				
57	Unforeseen work not covered within all other bid items	1	LS	$400,000.00	$400,000.00				
58	Demobilization	1	LS	$16,000.00	$16,000.00				
	Additions/Deductions								
	Total Bid Price				**$10,487,642.00**				

License Status	Active		
Sub's License Status	Active		
Submitted Entire Bid Submittal Package	Yes		
Bid Bond Company	Markel Insurance Company		
Submitted Sub's Qualification Statement	Yes		
DIR Status	Active		
Error in bid	Yes		



PROPOSED WATER PIPELINE REPLACEMENT

2022 CIP WATER PIPELINE REPLACEMENT PROJECT

LOCATION MAP

N W E S

0 1,400 5,600 Feet

City of REDLANDS "A CITY THAT WORKS"

City Council/Financing Authority Meeting **K. 2.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a $30,000 contribution for the 2023 Fourth of July Celebration and determine that the financial support serves a public benefit (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that this request is appropriate, the following motion is provided:

1. I move that the City Council approve a contribution of $30,000 for the 2023 Fourth of July Celebration to be paid to the Redlands 4th of July Committee and determine that the financial support serves a public benefit.

RECOMMENDATION:

Staff recommends that the City Council approve a contribution of $30,000 for the 2023 Fourth of July Celebration to be paid to the Redlands 4th of July Committee, determine that the financial support serves a public benefit and direct staff accordingly regarding the request for support of the 2023 Fourth of July Celebration event.

DISCUSSION:

The Facilities and Community Services Department staff processes applications and issues permits for special events to be held in public areas of the City. Upon issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. Therefore, in an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of the use of City resources in support of a special event.

The Redlands Fourth of July Committee (Committee) has held the Redlands 4th of July Celebration Event for the past 52 years. Although historically the event has been held at the University of Redlands, the event was relocated to Moore Middle School in 2020. In anticipation of the 2023 4th of July celebration, the Committee is requesting support from the City of Redlands by providing Police and Fire personnel, and funds in the amount of $30,000 for the event to be held once again at Moore Middle School. Last year, the Council expressed interest in relocating the event back to the University due to its central location. However, the Committee explored this request and found that the University location is not ideal for two reasons: 1) a new scoreboard limits the ground fireworks visibility for the audience in certain seating areas; and 2) costs are significantly higher due to additional security and amenities that are needed.

At this time, the Committee is requesting approval of the $30,000 contribution needed to reserve the fireworks display. Note that this cost represents only a portion of the total cost for fireworks, as the Committee reports the overall show costs in excess of $100,000. The average in-kind service contribution is approximately $24,000 and a separate report for those services will be included with a future Council agenda.

ALTERNATIVES:

The City Council may elect to deny the request for the expenditure of funds, or choose an alternative amount.

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
Christopher R. Catren, Police Chief
Rich Sessler, Fire Chief

PREPARED BY:
Tabitha Kevari, Assistant Director Facilities and Community Services

Fiscal Impact

Fiscal Year:	FY 2022-24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$30,000
Budgeted Y/N:	N
Account No.:	1013008501

Discussion:

The $30,000 contribution for fireworks is an unbudgeted expense. However, staff has identified recreational funds in project savings that can be utilized if the City Council approve this request.

Attachments

4th of July Committee Letter

Redlands Fourth of July Committee, Inc
278 Tennessee Street
PO Box 12
Redlands, California

November 23, 2022

City of Redlands
Chris Boatman
Assistant City Manager
35 Cajon Street
Redlands, California 92373

RE: Redlands Fourth of July Committee
2023 Fireworks Show

Dear Mr. Boatman,

I'm writing to you today in request for continued support from the City of Redlands with our 2023 annual 4th of July Celebration. The City's continued support over the past 55 years providing Police and Fire personnel and continued monitory support since our 2021 event has never been so critical to the events success for our community.

Over the past two years, with Redlands Police and Fire Departments' guidance we have successfully navigated the change to Moore Middle School which allowed us to permit our first public attended show this past July 4th. In conjunction with the City and Redlands Unified School District allowing us to use Moore Middle School the event savings has been just over 38,000. in additional costs during this time.

Advantages and cost savings of hosting event at Moore MS

- Event insurance was $3,918.00 less
- Traffic control appeared to be easier as the streets are cleared faster, ask police for input.
- Crowd control and disbursement was extremely fast
- The Fireworks show is shot from same level as the crowd is sitting, allowing more smaller shells and cost savings.
- The event is able to host our own local nonprofit service clubs to provide water, soda and food sales.
- No private security required
- Cleanup are limited to the seating area of field vs entire University campus

On behalf of the Redlands Fourth of July Committee, we formally ask for the city's continued support and approval for this community event by providing Police and Fire personnel as needed and continued $30,000.00 cash support. The overall event costs for our 2022 year was just over $108,000.00 the committee will raise the additional $80,000.00 of monies as needed, without your support this event would not be possible.

Thank you,

Tim Murone

Tim Murone
Redlands Fourth of July Committee, Inc

Doc ID: 97531f30437451a237829d5ec40bcaa9e8d58f69

Below is cost comparison between the two locations. These numbers are actual costs incurred during our 2019 event at the University and the 2022 event held at Moore MS this past July.

University Location

New Scoreboard

- Site visits and discussions with fireworks company it was determined that the new scoreboard is blocking the view of the Fireworks ground show, only the audience sitting in the first 25% of the east end of the stadium seating areas will be able to see the ground show.
- Suggested work around is to remove the ground show and replace with 100% aerial show
- Additional cost to convert to 100% aerial show are estimated at $14,000.
- Consider the disappointment of people purchasing tickets to the stadium, only to learn the fireworks ground show has been deleted.

Redlands Police

- Officers inside the University Stadium area
- Officers staged for public safety
- Officers staged for traffic control
- What are projected policing costs

Campus Security – Based on 2019 Facility Requirements

- Provide private security that are placed around the University campus to keep people from damaging any buildings and grounds
- Provide 35 portable restrooms around the campus for guests watching the show outside of the stadium
- Provide campus cleanup services as needed
- Provide additional Stadium cleanup as needed

Seating

- Stadium Bleachers
- Football Field grass areas

Food and Water Sales

- Under contract with Harvest Table Culinary Group

Costs

- The 2019 event costs totaled $19,782.00 + any costs increases since 2019 (Additional, porta bathrooms, private security personnel and cleanup crews)
- Add estimated $14,000. to replace ground show with new aerial shells

Projected Costs $ 33,782.00

Moore Middle School

Redlands Police

- Officers inside the Sports field area
- Officers staged for public safety
- Officers staged for traffic control
- What are projected policing costs

Campus Security

- Moore Middle School is completely fenced and RUSD has their team in place,
- Fourth of July Committee reimbursed this cost

Seating

- There is some bleacher seating on site
- Sports Field grass areas

Food and Water Sales

- Water and Drink sales provided by local Service Club Foundation
- Food Sales open to local Redlands non-profit groups

Costs

- The 2022 event costs totaled $9,181.00 (Fencing, porta bathrooms, RUSD costs)

Projected Costs $ 11,000.00

Doc ID: 97531f30437451a237829d5ec40bcaa9e8d58f69

City Council/Financing Authority Meeting **N. 3.**

DATE: 01/17/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of September 20, 2022 (Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of September 20, 2022.

Attachments

Regular meeting minutes of September 20, 2022

MINUTES

Regular meetings of the City Council and the Redlands Financing Authority of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on September 20, 2022 at 5:00 P.M.

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

City Attorney Abich Garcia announced Closed Session Item C-1 will not be considered tonight.

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

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

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

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:08 P.M. with an invocation by Mayor Pro Tem Tejeda followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Abich Garcia announced Closed Session Item C-1 was not considered tonight and there was no reportable action taken on Closed Session Item C-2.

PRESENTATIONS

Redlands Pet Adoption

Animal Control Officers Joseph Martinez and Kaitlyn Giroux introduced “Betty”, a two-year old female German Shepard who is available for adoption, along with thirty-seven other dogs, thirty-nine cats, one pig and one turtle at the Redlands Animal Shelter. Mr. Martinez informed the Council that seven dogs and eight cats have been adopted since the last regular City Council meeting.

Proclamation Adult Literacy Day

Mayor Barich presented a Proclamation declaring September 25, 2022 as Adult Literacy Day in the City of Redlands to Bill Hatfield, A.K. Smiley Public Library Board Of Trustees President, and Diane Shimota, Adult Literacy Coordinator. Adult Literacy Tutor Darcel Cannady and Adult Literacy Learner Briseiry Roque provided a brief presentation describing how their lives have been enriched through their participation in the program.

PUBLIC COMMENT

Council Thanks - Fernando Ramirez expressed his appreciation of the City's efforts to undertake improvement projects on Colton Avenue and the surrounding north side area, including tree trimming and sidewalk improvements.

Adult Literacy Program - Andy Hoder spoke of the great work being done through the Adult Literacy Program and the great rewards reaped. He urged the Council to keep the program properly funded.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the minutes of the September 6, 2022 regular meeting.

Vote: 5 - 0 Passed

Proclamation Adult Literacy Day

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a Proclamation declaring September 25, 2022 as Adult Literacy Day in the City of Redlands.

Vote: 5 - 0 Passed

Resolution No. 8387 Remote Teleconference Meetings

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8387 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 30 days.

Vote: 5 - 0 Passed

Resolution No. 8372 Conflict of Interest Code

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8372 amending the Conflict of Interest Code for the City, including adding new positions that must be designated and deleting positions that no longer make or participate in governmental decisions.

Vote: 5 - 0 Passed

Intergovernmental Purchase of Network Hardware

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Intergovernmental Purchase of Network Hardware from Presidio in the amount of $102,390; and approved an additional appropriation of the same from the General Fund's Unassigned Fund Balance.

Vote: 5 - 0 Passed

At-Grade Crossing Maintenance Agreement

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the revised At-Grade Crossing Maintenance Agreement with the Southern California Regional Rail Authority.

Vote: 5 - 0 Passed

Orange Blossom Trail Phase 3 Contract Amendment

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the First 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 one-hundred and ten (110) calendar days.

Vote: 5 - 0 Passed

New PO with SKC-West, Inc.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to cancel the existing purchase order with Safe Environment Engineering for Wastewater Draeger Hydrogen Sulphide (H2S) Detector Tubes, and issue a new purchase order with SKC-West, Inc. for an amount not to exceed $30,000.

Vote: 5 - 0 Passed

HSIP Cycle 8 Emergency Vehicle Preemption System Project Amendment

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the First Amendment to the Public Works Contract with Baker Electric & Renewables LLC for the HSIP Cycle 8 Emergency Vehicle Preemption System Project to extend the time for completion by one hundred and fifteen (115) calendar days.

Vote: 5 - 0 Passed

Use of Firing Range Facilities

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the agreement between the City of Redlands and the County of San Bernardino for use of their weapons firing range facilities for an amount not to exceed $20,000.

Vote: 5 - 0 Passed

Alcohol Policing Partnership Grant Funds

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the agreement between the City and the Department of Alcoholic Beverage Control (ABC) concerning the distribution of an Alcohol Policing Partnership (APP) grant in the amount of $24,790; approved the additional appropriation of $24,790 in grant funds to the Police Department; and authorized the Chief of Police to sign and execute any agreements concerning the grant.

Vote: 5 - 0 Passed

Leica Geosystems Laser Scanner and Software

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the sole source purchase of a Leica Geosystems Laser Scanner and Software for the amount of $36,664.46. Obtaining this technology and capability will greatly enhance the department's ability to document crime scenes, an extremely important component in successful prosecutions and civil proceedings.

Vote: 5 - 0 Passed

Revel Big Bear Marathon Event

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the request for the sale and consumption of alcoholic beverages on East San Bernardino Avenue at Dearborn Street during the Revel Big Bear Marathon is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; authorized the closure of East San Bernardino Avenue on the event dates; and approved the request for the sale and consumption of alcoholic beverages on East San Bernardino Avenue at Dearborn Street during the Revel Big Bear Marathon to be held on November 12, 2022.

Vote: 5 - 0 Passed

COMMUNICATIONS

Video Series Making Redlands a Better Place

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 David Rabindranath, Homeless Solutions Coordinator. Filming and production work was provided by Cheryl Williams, Multimedia Production Coordinator.

League of California Cities Annual Conference Report

Council Member Davis announced it was her honor to attend the League of California Cities Annual Conference and Expo held September 7-9, 2021 in Long Beach. Meeting with colleagues from across the nation and the state was an invaluable experience, and she recommended the City consider also sending staff in the future. She enjoyed the Keynote Address delivered by Jill Ellis, Head Coach of the U.S Women's Soccer Team and participated in the following sessions, Climate Action Plans in Practice, Ending Poverty in California Cities, Defending Institutions: Promoting Civic Debate and Rejecting Personal Attacks, Creating More Equitable and Resilient Communities, Post Pandemic Mentorship for Women, and How Bias-Free Technologies Can Play a Role in Reimagining Policing.

NEW BUSINESS

CDBG Reprogramming

Development Services Director Desatnik presented the request to reprogram $343,776 in Community Development Block Grant (CDBG) funding from the Sylvan Park Restroom Project to the Joslyn Senior Center Rehabilitation Project. He clarified the Sylvan Park Restroom Project was still considered an active project but it would be funded through a different method.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, the reprogramming of $343,776 from the Sylvan Park Restroom Project to the Joslyn Senior Center Rehabilitation Project; and authorized staff to make any minor adjustments to reprogram any remaining funds from other CDBG activities to the Joslyn Senior Center Rehabilitation Project.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Guzman-Lowery was pleased to attend the Building Resilient Communities event held at the Orton Center.

Council Member Davis participated in the Festival of Wellness event held at the University of Redlands, spoke to the RHS Compact Club and is looking forward to the upcoming Youth Council meetings, beginning in mid October, with over 30 students this year.

Mayor Pro Tem Tejeda met with ANCA representatives to discuss ways in which to promote and inform District 2 residents of the organization's mission.

Mayor Barich visited the Dog Park and requested an update of the rehabilitation work planned for the site. Assistant City Manager Boatman explained the process to renovate both dog parks would be about two months.

ADJOURNMENT

There being no further action required the meeting adjourned at 6:40 P.M. The next regular meeting of the City of Redlands City Council will be held on October 4, 2022.

REDLANDS FINANCING AUTHORITY

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

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Tejeda, seconded by Board Member Davis, the minutes of the regular meeting of May 17, 2022, were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Redlands Financing Authority adjourned at 6:41 P.M. The next regular meeting of the Agency will be held on January 17, 2023.