CITY OF REDLANDS
CITY COUNCIL
SUCCESSOR AGENCY

A G E N D A S

DECEMBER 6, 2022

PAUL BARICH
Mayor

EDDIE TEJEDA
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MICK GALLAGHER
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

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A G E N D A

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

TUESDAY, DECEMBER 6, 2022

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 and 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 legal counsel: Anticipated Litigation - Government Code §54956.9(d)(2), and §54956.9(e)(3) (Assistant City Manager Boatman)
A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on the below described existing facts and circumstances, there is significant exposure to litigation against the City.

   One Case:

   a. Receipt of written communication threatening litigation by Burton Haimes, of Tennenbaum, Helpern, Syracuse, Hirschtritt. A copy is available for public inspection in the City Clerk's Office.

2. Conference with legal counsel: Anticipated Litigation - Government Code §54956.9(d)(2) and §54956.9 (e)(3) (Assistant City Manager McConnell)
One Case:

   a. Facts and circumstances: Consideration of a workers' compensation claim filed by Taylor Shuey

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6:00 P.M.

D. **Reconvene City Council Meeting**

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

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

G. **Presentations**

1. Holiday Performance by Redlands Girls' Vocal Ensemble, led by Katharine Bond (Mayor Barich)

2. Presentation of Holiday video from the City of Redlands (Mayor Barich)

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

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

1. Approve the regular meeting minutes of November 15, 2022, the special meeting minutes of November 15, 2022, and the special meeting minutes for July 29, 2022 (City Clerk Donaldson)

2. Approve recommendation for Student Commissioner Appointments for calendar year 2023 (Mayor Barich)

3. Approve recommendation for an appointment to the Parks and Recreation Advisory Commission (Mayor Pro Tem Tejeda)

4. Adopt Resolution No. 8411 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)

5. Adopt Ordinance No. 2952 (Second Reading)-Amending Chapter 2.16 of the Redlands Municipal Code relating to the establishment of a business preference program for City procurement (Council Member Gallagher)

6. Approve Salary Resolution No. 8406 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8352 (Assistant City Manager McConnell)

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7. Approve Side Letter Agreements between the City and the Redlands Association of Mid-Management Employees and the Redlands Civilian Safety Employees Association (Assistant City Manager McConnell)

8. Approve Resolution No. 8423 to authorize a one-year time extension to the expiration date of Commission Review and Approval No. 907 to construct one commercial office building totaling approximately 7,198 square-feet in size located at 1702 West Park Avenue (APN: 0292-155-22-0000) (Development Services Director Desatnik)

9. Adopt Ordinance No. 2951 (Ordinance Text Amendment No. 363 - Second Reading) to amend the Redlands Municipal Code Section 18.96.070 for the Highway Commercial (C-4) zone to permit self-storage facilities as a conditional use subject to a Conditional Use Permit on properties in the C-4 zone that are a minimum of five acres in size (Development Services Director Desatnik)

10. Approve payment of the invoice to Systems & Software, Inc. for support of the enQuesta Utility Database for Customer Management in an amount not-to-exceed $188,415 for annual software maintenance and support (Management Services/Finance Director Garcia)

11. Accept the California State Library Building Forward Grant in the amount of $445,035 for the Lower Level Revive Project at the A.K. Smiley Public Library, approve an additional appropriation of the same, and adopt Resolution No. 8417 authorizing the City Manager or his designee to execute the Grant Agreement, and all other related documents (Library Director McCue)

12. Adopt Ordinance No. 2946-(Second Reading)-Amending Chapter 10.24 of the Redlands Municipal Code to establish prima facie speed limits for various streets throughout the City of Redlands (Municipal Utilities and Engineering Director Harris)

13. Approve the First Amendment to the Professional Services Agreement with KOA Corporation to extend the termination date to December 31, 2023 for the East Valley Corridor Bike Route Interconnect Project (Municipal Utilities and Engineering Director Harris)

14. Approve the Second Amendment to the Development Impact Fee Study Professional Services Agreement with David Taussig and Associates, Inc. to extend the termination date to December 31, 2023 (Municipal Utilities and Engineering Director Harris)

15. Approve the First Amendment to the Professional Services Agreement with Sedaru, Inc. to expand the scope of work to provide an asset management system for street maintenance, and increase the service fee by $65,000 (Municipal Utilities and Engineering Director Harris)

16. Reject all bids for the Sunset Temporary Reservoir Replacement Project (Municipal Utilities and Engineering Director Harris)

17. Approve the First Amendment to the Professional Services Agreement with Dudek for the Hinckley Water Treatment Plant Sludge Press Engineering Project (Municipal Utilities and Engineering Director Harris)

18. Approve the agreement with the San Bernardino County Sheriff's Department to provide pre-employment polygraph examinations for applicants and to authorize the Chief of Police to execute the agreement (Police Chief Catren)

19. Approve the agreement between the City of Redlands and Nationwide Mutual Insurance Company for the Redlands Police Department to utilize a vehicle from Nationwide Mutual Insurance Company in specialized investigations involving GPS technology (Police Chief Catren)

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20. Approve the Memorandum of Understanding (MOU) with the Inland Regional Narcotics Enforcement Team (IRNET) and authorize the Chief of Police to sign (Police Chief Catren)

21. Approve three Artwork Loan and Display agreements with Rude Calderon, Chad La Fever, and John and Nicolas Meyer for the loan of public art to be displayed on City Property and determine that the agreements are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

22. Approve cooperative purchase orders with Trendway Furniture in an amount not to exceed $45,273 and with Global Industries in an amount not to exceed $112,421 for furnishings at the State Street City Hall facility located at 300 E. State Street; and approve a sole source purchase order with Consolidated Office Systems in an amount not to exceed $26,176 for installation of the furnishings and approval of an additional appropriation for the same (Assistant City Manager Boatman)

23. Approve a disbursement of $207,768 to the American Youth Soccer Association (“AYSO”) as pro-rated reimbursement of funds received in connection with the City’s construction of the Redlands Sports Park and an additional appropriation from the Parks Development Fund (Assistant City Manager Boatman)

J. **Communications**

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

2. Discussion and possible action relating to the process for selecting the Mayor and Mayor Pro Tempore, and their respective terms of office (Council Member Davis, and Mayor Pro Tem Tejeda)

K. **Public Hearings**

1. Public Hearing-Ordinance No. 2948 amending Chapter 15.20 of the Redlands Municipal Code for the adoption of the 2022 California Fire Code (Fire Chief Sessler)

   (Mayor to declare meeting open as a public hearing)

   a. Public Hearing to consider Ordinance 2948 amending Chapter 15.20 of the Redlands Municipal Code and adopting the 2022 Edition of the California Fire Code, which incorporates by reference the 2021 International Code, with necessary California amendments.

L. **New Business**

1. Consideration of 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 and find that the Ordinance is exempt from environmental review under the California Environmental Quality Act pursuant to Section 15061(b)(3) of the State's Guidelines (Assistant City Manager McConnell)

2. Consideration of a Public Work Construction Contract with Tryco General Engineering for the 2022 Citywide Sidewalk and ADA Ramp Replacement Project for an amount not-to-exceed $1,000,000, and determinate that the Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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3. Consideration of a Professional Services Agreement with Dudek for the Wellhead Perchlorate Treatment Project for an amount not to exceed $512,170 and determination that the project is exempt from environmental review pursuant to Section 15301(b) of the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

4. Consideration of the Public Work Construction Contract with K.C. Restoration Co., Inc. for an amount not-to-exceed $258,188.97 for the Redlands Bowl Re-Stucco Project; waive a minor error in the bid, approve additional appropriation totaling $284,007.87; and determine that the project is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

5. Consideration of the recommendation by the Cultural Arts Commission to develop an Arts and Culture Master Plan (Assistant City Manager Boatman)

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

N. **Adjournment**

The next regular meeting of the City Council will be held on December 20, 2022.

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

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

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

3. Approve the regular meeting minutes of November 1, 2022 (Secretary Donaldson)

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

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

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of November 15, 2022, the special meeting minutes of November 15, 2022, and the special meeting minutes for July 29, 2022 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of November 15, 2022, the special meeting minutes of November 15, 2022, and the special meeting minutes for July 29, 2022.

Attachments

Regular meeting minutes of November 15, 2022.

Special meeting minutes of November 15, 2022.

Special meeting minutes of July 29, 2022

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on November 15, 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

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

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

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Mayor Barich followed by the Pledge of Allegiance to the American Flag led by Boy Scout Troop 44, and Troop Leader John Hinkleman.

CLOSED SESSION REPORT

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

PRESENTATIONS

Redlands Pet Adoption - No presentation was made.

Proclamation Small Business Saturday

Mayor Barich presented a Proclamation declaring November 26, 2022, as Small Business Saturday to Evan Sanford of Redlands Chamber of Commerce.

Proclamation National Family Caregivers Month

Mayor Pro Tem Tejeda presented a Proclamation declaring the month of November 2022 as National Family Caregivers month in the City of Redlands to members of SEIU Local 2015.

Proclamation National Transgender Day of Remembrance

Council Member Davis and Council Member Guzman-Lowery presented a Proclamation recognizing November 20, 2022 as National Transgender Day of Remembrance in the City of Redlands to Mars Cook, Dr. Traci Lowenthal and Denise Cain, representing Redlands United Church of Christ.

Recognition of Artwork Created for City

Mayor Barich recognized Tom Fontanes for the beautiful artwork he created for the City of Redlands. He showcased the piece of art and announced it would be proudly displayed in the Mayor's office.

PUBLIC COMMENT

Street Closure for Halloween - Tammy White, an Olive Avenue resident, described how over 3,400 trick-or-treaters enjoyed Halloween activities near her house this past month. She pointed out that sidewalks are not well lit and she urged the Council to close the street next year to keep everyone safe.

Election Concerns - Greg Brittain drew attention to the recent election results, pointing out that Measure F failed at the polls by a large margin. He insisted the Council should bear this in mind and strive to honor the voters' wishes rather than circumvent them. He also weighed

in on matters regarding the train horn and the sign-stealing drama connected to the RUSD Board Member race.

Employee Relations & City Manager Powers - Steve Rogers referred to an email he sent to the Council earlier in the day and reminded everyone the City was structured under a council-manager form of government, with council members as the leaders and policy makers, while the city manager was appointed by the Council to carry out policy. He voiced issues relating to the powers of the city manager regarding appointments and removals of subordinate appointive officers and employees.

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 regular meeting minutes of November 1, 2022.

Vote: 5 - 0 Passed

Proclamation Small Business Saturday

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 November 26, 2022 as Small Business Saturday.

Vote: 5 - 0 Passed

Proclamation National Family Caregivers Month

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 the month of November 2022 as National Family Caregivers Month in the City of Redlands.

Vote: 5 - 0 Passed

Proclamation National Transgender Day of Remembrance

As public comment, Holland Stewart voiced his support of the Council's decision to issue the proclamation declaring November 20, 2022, as National Transgender Day of Remembrance in the City and commended the City's efforts to protect the transgender population, while working to provide a safe environment for all people. Greg Brittain opposed the proclamation and thought young people were confused with the dialogue presented to them about gender identity. Council Members Guzman-Lowery and Davis passionately responded, explaining they could not stand for false and violent language and instead, were standing to make Redlands a more inclusive and safe community, and they remained committed to continuing this important work.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring November 20, 2022, as National Transgender Day of Remembrance in the City of Redlands.

Vote: 5 - 0 Passed

Resolution No. 8410 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. 8410 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. 8407 Intent to Vacate Street Right-of-Way North Church Street

As public comment, Steve Rogers thought this item should not have been on the consent calendar and, as a resident of this street, he wondered who would assume liability over the parcels and what would happen if the City chose to widen Church Street in the future. Development Services Director Desatnik provided details regarding the area to be vacated along the frontage of the property located at 710 North Church Street, which is currently an assisted living facility. Staff recommended the applicant submit an application to vacate the 4 feet of public right-of-way, so that the ADA ramp and related improvements will be owned and maintained by the property owner and the City will not be responsible for maintaining those existing improvements.

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. 8407 declaring the City Council's intention to vacate the street 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). The proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

Resolution No. 8408 Intent to Vacate Excess Right-of-Way E Highland Avenue

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. 8408 declaring the City Council's intention to 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, along the entire frontage of the previously approved Tract Map No. 20065 (APN: 0174-161-25-0000). The proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

Grant Award Acceptance for RESA

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously accepted, by roll call vote, the grant award from San Manuel Band of Mission Indians to fund the 2022 Redlands Emergency Services Academy (RESA) in the amount of $28,000; and authorized an additional appropriation of the same to the Police Department.

Vote: 5 - 0 Passed

Contract for Vision Services for Eligible Bargaining Units

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the two-year contract with Principal Insurance providing vision services for eligible bargaining units.

Vote: 5 - 0 Passed

Contract Renewal Dental and Life Insurance Coverage for City Employees

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the two-year contract renewal with Principal Insurance providing Dental and Life Insurance coverage for all City employees and their eligible dependents.

Vote: 5 - 0 Passed

Resolution No. 8405 Small Claims Court Representatives

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. 8405 appointing Small Claims Court Representatives to act for the City of Redlands and on the City's behalf and Rescinding Resolution No.8227.

Vote: 5 - 0 Passed

Resolution No. 8385 Amending City's Water Efficiency Rebate Program

Council Member Davis expressed her appreciation of the revisions made to Resolution No. 8385 amending the City's Water Efficiency Rebate Program and incorporating the Council's recommendation to remove Synthetic Turf as a rebate item due to the detrimental environmental effects of this product. Resolution 8385 removes Synthetic Turf as a rebate item, while retaining the rebate for Irrigation-less Groundcover Conversions.

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. 8385 amending the City's Water Efficiency Rebate Program; approved the additional appropriation of $50,000 from the Water Fund; and determined that adoption of this resolution is exempt from environmental review in accordance with Section 15061(B)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

Amending SCADA Upgrade Project 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 first amendment to the non-professional services agreement with TESCO Controls, Inc. for the Water Distribution System Supervisory Control and Data Acquisition ("SCADA") Upgrade Project to extend the term of the agreement.

Vote: 5 - 0 Passed

Stronger Together Now Holiday Community Drive Street Closures

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; approved the request for commercial vendors and the temporary closure of 5th Street for the Stronger Together Now Holiday Community Drive within Ed Hales Park on November 19, 2022.

Vote: 5 - 0 Passed

Homeless Support Services Agreement

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 professional services agreements and the provision of homeless support services are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved the professional services agreement with Step Up on Second, Inc. for an amount not-to-exceed $130,000; and approved the professional services agreement with The Youth Hope Foundation for an amount not-to-exceed $70,000.

Vote: 5 - 0 Passed

Resolution No. 8413 Motor Vehicle Lease Agreements

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. 8413 authorizing the execution and delivery of Motor Vehicle Lease Agreements with Toyota Financial Services: and approved the lease of light duty motor vehicles from Toyota Financial Services at the cost of $178,500 annually, for a total amount not to exceed $535,500 over a three-year term.

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 Marina Gonzalez, Human Resources Analyst. Filming and production work was provided by Cheryl Williams, Multimedia Production Coordinator.

PUBLIC HEARINGS

Ordinance No. 2950 Building Code Update

Mayor Barich declared the meeting open as a public hearing and called on Development Services Director Brian Desatnik for a review of Ordinance No. 2950 (Second Reading), to amend Title 15 (Buildings and Construction). As public comment, Eric Shamp supported approval of the building code update but emphasized the need to ensure the building department has the necessary resources to properly enforce the code. Steve Rogers was pleased with the qualifications of the City's Building Official, John Thompson, but reiterated that enforcement was critical to the future success of the City. With no further comments, Mayor Barich closed the public hearing.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Ordinance No. 2950, amending Title 15 (Buildings and Construction), by adopting by reference the 2022 California Building Code, 2022 California Residential Code, 2022 California Plumbing Code, 2022 California Electrical Code, 2022 California Mechanical Code, 2022 California Green Building Standards Code, 2022 California Energy Code, 2022 California Historical Building Code, and the 2022 California Existing Building Code, and making amendments related thereto.

Vote: 5 - 0 Passed

Development of Proposed Self-Storage Facility

Mayor Barich declared the meeting open as a public hearing and called on Contract Planner Emily Elliott for details of a proposed self-storage facility development on a 6.34-acre property located on the south side of Naples Avenue between Wabash Avenue and Jasper Avenue. The Applicant, Madison Capital Group, is proposing to construct a 123,456 square-foot self-storage facility consisting of eleven detached buildings that will contain a total of 835 storage units, a 700 square-foot leasing office, and related site improvements including parking lot, walls and fences, landscape, lighting, and utility connections on a 6.34-acre parcel. Adam Lentz, of Madison Capital Group, briefly introduced his company and highlighted a few key components of this project.

Mayor Pro Tem Tejeda pointed out this site was adjacent to an existing RV storage facility, and he thought the use was appropriate. Council Member Guzman-Lowery stated she was not a huge fan of storage units in general and would prefer the site be dedicated as a park or green space, but she was not opposed to the use. With no further comments, Mayor Barich closed the public hearing.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously adopted, by roll call vote, Resolution No. 8402 and determined the information contained in the administrative record justifies the adoption of a Mitigated Negative Declaration for the proposed project; approved and adopted the related Mitigation Monitoring and Reporting Program, and directed staff to file and post a Notice of Determination in accordance with the State CEQA Guidelines; adopted Resolution No. 8403 declaring the intention to vacate a portion of Jasper Avenue for Street Vacation No. 186; introduced Ordinance No. 2951 for the approval of Ordinance Text Amendment No. 363; and adopted Resolution No. 8404 approving Conditional Use Permit No. 1168 for a self-storage development project, Applicant Madison Capital Group, on a 6.34-acre property located on the south side of Naples Avenue between Wabash Avenue and Jasper Avenue, subject to the attached conditions of approval.

Vote: 5 - 0 Passed

Ordinance No. 2946 Prima Facie Speed Limits

Mayor Barich declared the meeting open as a public hearing and called on Municipal Utilities and Engineering Director Harris to provide details of Ordinance No. 2946 amending Chapter 10.24 of the Redlands Municipal Code relating to the establishment of prima facie speed limits on various streets throughout the City. The surveys are completed at seven to fourteen year intervals and are necessary for Redlands Police Department Officers to issue citations for speed limit violations when electronic speed measuring equipment is used. The surveys determine the 85th percentile speed of free-flowing traffic using actual measured vehicle speeds within a street corridor. Director Harris addressed AB43 and how the new law affects the 85th percentile methodology which has historically been used to determine the posted speed limits. He acknowledged there has been a great deal of discussion regarding the 85th percentile methodology, but until AB43 takes full effect in June 2024, it is the law we are currently forced to live under.

As public comment, Eric Shamp stated the 85th percentile methodology was fundamentally flawed, bypassed the process to include stakeholder participation, and he suggested the Council reject the survey tonight and perform a new survey to meet the mobility needs of all residents. Jane Honeycutt was very worried about the 45mph limit recently posted on Elizabeth Street, which she found to be simply not safe due to the narrow and windy nature of the street. She added that Kimberly Elementary School backs up to the street and there are limited sidewalks. Cassie MacDuff stated that, as a member of the Traffic and Parking Commission, she and other commissioners were very concerned with the survey's speed limit recommendations. She was opposed to the methodology which allows for speeders to set speed limits and she requested the Council perform a new survey to establish safer and more reasonable limits. Council and staff weighed the various options before them and after a lengthy discussion, Council Members agreed to approve the survey tonight, with the recommendation to perform another survey in June 2024 once the last piece of AB43 takes effect. With no further comments, Mayor Barich closed the public hearing.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously introduced, by roll call vote, Ordinance No. 2946 amending Chapter 10.24 of the Redlands Municipal Code relating to the establishment of prima facie speed limits on various streets throughout the City of Redlands; and determined that adoption of the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act.

Vote: 5 - 0 Passed

Mayor Barich called for a brief recess at 8:06 P.M. The meeting reconvened at 8:15 P.M.

NEW BUSINESS

January 3, 2023 Regular City Council Meeting

Mayor Barich opened the discussion relating to the cancellation of the January 3, 2023, regular meeting of the City Council.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, the cancellation of the January 3, 2023, regular meeting of the City Council in light of the holiday closure. The next regular meeting will be held on January 17, 2023.

Vote: 5 - 0 Passed

Ordinance No. 2952 City Procurement Business Preference Program

Council Member Gallagher requested the Council consider establishing a business preference program for City procurement. Ordinance No. 2952 proposes to include an 8% local preference applicable to businesses operating within the City for procurement of supplies, materials, equipment and specialized goods. The ordinance would provide for a 2% preference for County of San Bernardino businesses for procurement of supplies, materials, equipment and specialized goods and provides a four-year sunset provision for

the increased local preference, with an end-date of December 31, 2026. The existing 1% local preference that generates sales tax dollars, would be reinstated on January 1, 2027.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously introduced, by roll call vote, Ordinance No. 2952 amending Chapter 2.16 of the Redlands Municipal Code relating to the establishment of a business preference program for City procurement.

Vote: 5 - 0 Passed

RAME Side Letter Agreement

Assistant City Manager McConnell presented a Side Letter Agreement between the City and the Redlands Association of Management Employees (RAME), explaining that it is becoming increasingly difficult to hire and retain qualified employees across the organization. Currently there are 95 vacancies and an employee turnover rate of 15.8%, 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. Eligible employees will receive the retention bonus within 60 days of approval. All other provisions of the Memorandum of Understanding between the City and RAME employees are unaffected by this agreement.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a Side Letter Agreement between the City of Redlands and the Redlands Association of Management Employees, providing for a $3,500 retention bonus to its employees.

Vote: 5 - 0 Passed

Ordinance No. 2948 Fire Code Update

Fire Chief Sessler provided background of Ordinance No. 2948 amending Chapter 15.20 of the Redlands Municipal Code and adopting the 2022 Edition of the California Fire Code which incorporates by reference the 2021 International Fire Code, with necessary California and City of Redlands amendments. This Ordinance will nullify and replace the current Ordinance No. 2900, that was enacted in 2019 as part of the previous fire code adoption process. A public hearing to consider Ordinance No. 2948 is scheduled for the City Council meeting of December 6, 2022 at 6:00pm, or as soon thereafter as the matter may be heard.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously introduced, by roll call vote, Ordinance No. 2948 amending Chapter 15.20 of the Redlands Municipal Code and adopting the 2022 Edition of the California Fire Code which incorporates by reference the 2021 International Fire Code, with necessary California and City of Redlands amendments. This Ordinance will nullify and replace the current Ordinance No. 2900, that was enacted in 2019 as part of the previous fire code adoption process.

Vote: 5 - 0 Passed

Electronic Plan Review Software Agreement

Tricia Munoz, of Development Services, reviewed agreements related to professional services for the electronic plan review software ProjectDox with Avolve Software Corporation, to provide residents, design professionals, and developers the ability to have their projects submitted, reviewed, and approved electronically. Electronic plan review offers customers a fast, simple and cost-effective way to participate in the City's permitting process, which provides for greater efficiency and cost-savings for applicants by accepting plans electronically, streamlining processes, and creating a digital one-stop review for projects.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Software as a Service Agreement (SAAS), Service Level Support Agreement (SLA), Pricing Agreement and related professional services for the electronic plan review software ProjectDox (Avolve SAAS Solution) with Avolve Software Corporation (Avolve) for the amount not-to-exceed $592,362.50.

Vote: 5 - 0 Passed

Amending Agreement for WWTP Improvement Project Phase 2

Municipal Utilities and Engineering Director Harris explained the need for the second amendment to the professional services agreement with Parsons Water & Infrastructure, Inc. to engineer the Wastewater Treatment Plant Improvement Project Phase 2. During the project, it was determined that additional engineering tasks were necessary. The current Agreement with Parsons will expire on December 31, 2022. It is recommended to extend the Agreement term by one year to December 31, 2023 and increase the professional services fee by $404,528. This increases the existing agreement fee from $6,374,868 to $6,779,396, an increase of approximately six percent.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Second Amendment to the Professional Services Agreement with Parsons Water & Infrastructure, Inc. to engineer the Wastewater Treatment Plant Improvement Project Phase 2 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved the additional appropriation of $404,528 from the Wastewater Fund; and approved the Second Amendment to the Professional Services Agreement with Parsons Water & Infrastructure, Inc.

Vote: 5 - 0 Passed

On-Call Wastewater Collection System Repair & Construction Services

Municipal Utilities and Engineering Director Harris introduced the non-professional service agreement with Kirtley Construction, Inc. for on-call wastewater collection system repair and construction services on an as-needed basis for an amount not-to-exceed $750,000.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of a non-professional service agreement with Kirtley Construction, Inc. is exempt from environmental review pursuant to section 15301(b) of the State's guidelines implementing the California Environmental Quality Act; and approved the non-professional service agreement with Kirtley Construction Inc. for on-call wastewater collection system repair and construction services on an as-needed basis for an amount not-to-exceed $250,000 for the initial one (1) year term with the option to extend the agreement for two (2) additional one (1) year terms at $250,000 each year.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Gallagher thanked everyone who attended and participated in the Veterans Day Parade and Celebration held on November 11, 2022.

Mayor Barich invited the public to attend the Christmas Tree Lighting Ceremony on November 18 at Ed Hales Park. He encouraged everyone to participate in Small Business Saturday on November 26, 2022 to celebrate our local small business community and the contributions they make to our local economy. He promoted several upcoming City events, including the Redlands Police Officers Association annual Thanksgiving lunch at Sylvan Park and the annual Thanksgiving Meal for Seniors. He enjoyed walking in the Veterans Day Parade and participating in the ceremony honoring all our veterans. And he took special pride in honoring former Council Member Pat Gilbreath with the Gilbreath Memorial Boulder at the Downtown Rail Station.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:35 P.M. The next regular meeting of the City of Redlands City Council will be held on December 6, 2022.

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on November 15, 2022 at 4:30 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; Danielle Garcia, Management Services/Finance Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief

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

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

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

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

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 5:00 P.M.

CLOSED SESSION REPORT

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

ADJOURNMENT

The special meeting adjourned at 5:00 P.M.

MINUTES

Special meeting of the City Council of the City of Redlands held in the Orton Center, University of Redlands, 1200 E. Colton Ave., Redlands, California, on July 29, 2022 at 12:00 P.M.

Present:	Paul Barich, Mayor Denise Davis, Council Member Jenna Guzman-Lowery, Council Member Mick Gallagher, Council Member
Absent:	Eddie Tejeda, Mayor Pro Tempore
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Robert Dawes, City Treasurer; 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

To address Brown Act considerations, Mayor Barich called the special meeting to order at 12:15 P.M. to provide the opportunity for Council Members to attend the State of the City luncheon. On behalf of the City, he thanked the University of Redlands and the Redlands Chamber of Commerce for hosting and organizing today's event. He welcomed and acknowledged several dignitaries and expressed his appreciation of all the event sponsors making this day possible. Sponsors included SoCalGas, Alta Vista Credit Union, Barich & Associates, Redlands Community Hospital, Teamsters Local 1932, The Rochford Foundation, Southern California Edison, Redlands Community News, and Lifestream Blood Bank. He noted his colleague, Mayor Pro Tempore Tejeda was absent.

AWARD PRESENTATIONS

Beautification Awards

Carl Baker read the citations and Mayor Barich presented awards recognizing individuals and organizations for their efforts in support of the Redlands community. In the category of Beautification Awards, recognition was given to Bob Clark, owner of TrimFlex, located on Park Avenue, at the southeast corner of New Jersey and Park Avenue, designed to be compatible with the Mission style of the Asistencia. The property is attractively designed and well landscaped. Mr. Clark planted 125 citrus trees along the north, west and south borders of the building. The landscaping is sustainable and uses less water than the typical landscaping and generates more than $1,000 in profit each year.

Recognition was also given to the Redlands Unified School District (RUSD) Administrative Offices, located at 20 West Lugonia Avenue. Adapted to serve as the District Office in 1972, the building captures the landscape, cleanliness, and curb appeal of the City with murals in the front, designed and painted by Matthew Cavanaugh. Recent renovations include restoring wood beams, new stone around the front entrance and the addition of drought-tolerant landscaping.

Community Heroes Awards

In the category of Redlands Heroes, recognition was given to Caden Henderson. Caden believed a teddy bear could help kids in the hospital feel more comfortable and make the experience a little less solitary. With the support of the Redlands community, he began hosting fundraisers to accumulate enough bears to deliver to the children staying in the hospital on Christmas Eve and Christmas Day. To date, Caden has collected and donated over 1,000 teddy bears.

The next recipient, Carolyn O'Dowd, has demonstrated a commendable commitment to the City of Redlands Senior Center. Carolyn volunteers at both the Joslyn and Redlands Community Senior Center, giving her time to assist with the senior bingo program, serving coffee, handling the collection of money, decorating for events, and assisting in the kitchen. She was thanked for her sacrifice and dedication to all the seniors in the City.

Dr. Tony Mueller has served as the Community Service Learning (CSL) director for the University of Redlands for over 30 years. He is one of the most motivating and diligent people on campus. He has cultivated valuable relationships with several local non-profit agencies as well as area school districts. Tony has collaborated with faculty, staff, and community partners to support each other in doing work that benefits our community, fosters equity, and creates lasting change.

Mayor's Special Award

Mayor Paul Barich handed out Special Awards to William (Bill) McCalmon, Stephen (Steve) Stockton and Edward (Ed) Torres for their commitment and dedication to the community. Bill McCalmon is known for his involvement in several organizations throughout the community, such as serving as Chairman and President of the Redlands 4th of July Committee from 1974 to 2017. He was named Redlands Man of the Year in 1982 and has served as the chairman of that committee from 1987 to present. Steve Stockton, a registered Civil Engineer, has lived in Redlands for most of his life. He currently serves on the board of the YMCA of the East Valley, President of the board of the Museum of Redlands and was named Redlands Man of the Year for 2021. Finally, Mayor Barich recognized Ed Torres, who is affiliated with the Center for Spiritual Living in Redlands and currently serves as the President of their Board of Trustees. He became involved in the immediate re-opening of a "Cold Weather" and "Safe Shelter" Women's program and currently volunteers his time with a local group of Homeless Advocates to assist those who are currently without housing.

STATE OF THE COMMUNITY

City Council Member Presentations

Council Member Mick Gallagher looked back to his years serving on the City Council from 2005 to 2010 and compared his experiences to today. He was pleased to report the City had made great strides and, in particular, he pointed to the success of Measure T. He added the City was in capable hands under the leadership of City Manager Duggan. Council Member Jenna Guzman-Lowery offered her thoughts and perspectives concerning issues related to homelessness. Council Member Denise Davis listed several accomplishments from last year, including programs funded by the American Rescue Plan Act which would directly benefit residents. Mayor Barich presented a message for Mayor Pro Tem Eddie Tejeda highlighting the City's efforts to promote diversity, equity and inclusion and being more responsive to resident concerns.

State of the City

Mayor Barich recapped the City's success stories of last year, including achieving its goal of developing a strategic vision for Redlands, conducting a citizen satisfaction survey, creating a Six-Year Strategic Plan, and establishing Council and management priorities. In June, the City Council approved its first two-year budget for Fiscal Years 2022-2023 and 2023-2024. Even throughout the COVID pandemic, the City continued to pass balanced budgets every year for more than a decade. The two-year budget includes many enhancements to service levels; replaces aging infrastructure and equipment; and adds essential staff needed to deliver services to the community. He thanked the voters of Redlands, who have been a wonderful partner in the mission to achieve long-term financial sustainability for the City. Measure T and the additional sales tax have allowed the City to invest in some long-standing needs. He provided an overview of the progress made in public safety, infrastructure, homelessness and downtown development and closed by saying the City will continue to work together with residents and local businesses to build a bright future.

PUBLIC COMMENTS

None forthcoming

ADJOURNMENT

There being no further discussion, Mayor Barich again thanked the Redlands Chamber of Commerce and all the event sponsors. The special meeting was adjourned at 1:18 P.M.

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for Student Commissioner Appointments for calendar year 2023 (Mayor Barich)

MOTION:

1. I move to appoint Kelechi Amobi, Citrus Valley High School, to serve as the student commissioner on the Human Relations Commission for calendar year 2023.

2. I move to appoint Johnathan Ghazal, Redlands East Valley High School, to serve as the student commissioner on the Traffic and Parking Commission for calendar year 2023.

3. I move to appoint Nikitas Jos, Redlands High School, to serve as the student commissioner on the Parks and Recreation Advisory Commission for calendar year 2023.

RECOMMENDATION:

It is recommended by Mayor Barich that the City Council approve the recommendation for these student appointments.

DISCUSSION:

In August of this year, staff contacted the local high schools in Redlands, both public and private, to seek applications from students interested in serving as a student commissioner on the Human Relations Commission, the Traffic and Parking Commission, and the Parks and Recreation Advisory Commission for calendar year 2023.

In accordance with the Redlands Municipal Code, students must be a member of the junior class of a high school located in Redlands. Students serve for one

calendar year and have full voting privileges on the commission to which they are assigned. Attached are copies of six student applications received for the three commissions.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Student Commission Applications

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

Received
City Manager's Office
10/7/22

COMMISSION\BOARD APPLIED FOR:

_X_ Human Relations Commission

____ Parks and Recreation Advisory Commission

____ Traffic and Parking Commission

Name Jeralyn Macknet

Address [redacted] City Redlands

Telephone (Mobile) [redacted] (Home) N/A

Email [redacted] High School: The Grove School

org

Reasons for desiring to serve – relevant experience and qualifications:

I want to serve in the humans Relations commission because I want to be active in making my community a continuingal better place with more support for the underprivlaged

Signature Jeralyn Macknet Date 10/07/2022

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

(1) Tiffany Schall (2) Wendi Schall

Telephone [redacted] Telephone [redacted]

Return Application to:
Office of the City Manager, Suite 200,
CITY OF REDLANDS
35 Cajon Street, PO Box 3005, Redlands, CA 92373, or
email to RedlandsOCM@cityofredlands.org

CITY OF REDLANDS

TRAFFIC AND PARKING COMMISSION

2.48.010 Existence:

There is established a traffic and parking commission of the city to serve in an advisory capacity to the city council

2.48.040 Duties:

It shall be the duty of the traffic and parking commission to perform educational activities in traffic matters, to supervise the preparation and publication of traffic reports, to receive complaints relating to traffic matters and to recommend to the city council ways and means of improving traffic conditions and the administration and enforcement of traffic regulations.

The traffic and parking commission shall also advise the city council on the development of adequate parking for commercial and retail uses, recommend policies to encourage, develop and support adequate parking within the city, recommend actions for the establishment of long term parking plans for the city and in particular the downtown Redlands business area, and advise the city council in the administration of resources for the development of parking. The commission may also assist other advisory groups such as the planning commission in matters relating to parking.

The commission shall keep records of all of its acts and proceedings, and shall submit all of its recommendations to the city council and to the city manager.

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

City Manager's Office

OCT - 7 2022

Received

COMMISSION\BOARD APPLIED FOR:

____ Human Relations Commission

____ Parks and Recreation Advisory Commission

X Traffic and Parking Commission

Name Johnathan Ghazal

Address [redacted] City Redlands, CA 92373

Telephone (Mobile) [redacted] (Home) _____

Email: [redacted] High School: Redlands East Valley

Reasons for desiring to serve – relevant experience and qualifications:

My desire to be a student commissioner goes hand in hand with my passion for serving our community. Born and raised in Redlands, I've followed our city's growth and development. I have attended city council and planning commission meetings. I maintain straight As in my honors and AP courses. I'm president of my schools Philosophy Club, a freelance journalist for my school newspaper, and principal floutist in the wind ensemble. Over the last year, I've volunteered at a local shelter for homeless mothers and children. More recently, I put my Spanish fluency to use by providing basic resources (food, clothing, hygiene kits, and diapers) to families in need and assisting with their California ID applications so they can receive state benefits. After graduation, I plan to pursue a degree in political science, and a career in law, and would be honored to serve on a Redlands city commission.

Signature Johnathan Ghazal Date 10/06/2022

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

(1) Brian Hollett
Director of Instrumental Music
Redlands East Valley High School

(2) Andie Spitzer
Math Teacher, Philosophy Club Advisor
Redlands East Valley High School

Telephone [redacted] Telephone [redacted]

Return Application to:
Office of the City Manager, Suite 200,
CITY OF REDLANDS
35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR
RedlandsOCM@cityofredlands.org

City Manager's Office

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

OCT - 7 2022

Received

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

COMMISSION\BOARD APPLIED FOR:

✓ Human Relations Commission

✓ Parks and Recreation Advisory Commission

*I'm also intrested in Parks & Rec. but Human Relations is my most favored position. I'm happy to accept either position

____ Traffic and Parking Commission

Name Kelechi Amobi

Address [redacted] City Highland (92346)

Telephone (Mobile) [redacted] (Home) [redacted]

Email: [redacted] High School: Citrus Valley HS

Reasons for desiring to serve – relevant experience and qualifications:

See paper attatched →

Signature [redacted] Date 9/12/22

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

(1) Patricia Pitts
CVHS
Teacher (AP Environmental Science)
Telephone [redacted]

(2) Maisie McCue
CVHS
Principal
Telephone [redacted]

Return Application to:
Office of the City Manager, Suite 200,
CITY OF REDLANDS
35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR
RedlandsOCM@cityofredlands.org

REDLANDS "A City That Works"

I:\cmo\BOARDS\Student Appt Notices\2022\Student Appt Notice CVHS22.doc

Qualifications:

- ☐ Environmental Club - Treasurer and Event Planner
- ☐ Chain Links Club - Director of Communications
- ☐ GENUp Redlands - Director of Organizations/Communications (Non-Profit Social Justice Organization)
- ☐ Founder and President of MC Dance Club
- ☐ School Site Council - Student Elected Board Member for Three Years

Also as an AP/Honors AP Student and recommending new educational programs and resources for other students in the city is something I would feel honored to do

To Whom It May Concern,

As a female, Nigerian-American student, I've seen the endless hurdles and obstacles people who look like me face, not only in the City of Redlands but in America as a whole. It is for this reason that I feel a moral obligation to make small changes in my community that can make a lasting impact on society as a whole and uplift this great city. If I am chosen to serve on the Human Relations Commission advisory team, I vow to aid the city in achieving better human relations by providing assistance to all citizens and promoting better goodwill and relations throughout the city and its people. Alternatively, in the area of parks and recreation, I have seen a minimal amount of trees and other plants around the city. Plant life and the health of the environment is truly essential to the livelihood of the planet. With this position, I will use my knowledge of the environment to make recommendations and advise the city council on landscaping endeavors in order to not only better the ecology of the city, but set the tone for other cities to do the same, creating a chain reaction in favor of the environment.
To conclude, I believe that in order to bring change on a larger scale, we need to start small and we need to start with the City of Redlands.
Thank you for your time.

Kelechi Amobi

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

Received
OCT - 5 2022
City Manager's Office

COMMISSION\BOARD APPLIED FOR:

____ Human Relations Commission

✓ Parks and Recreation Advisory Commission

____ Traffic and Parking Commission

Name Logan Lazzarini

Address [redacted] City Redlands

Telephone (Mobile) [redacted] (Home) [redacted]

Email: [redacted] High School: Citrus Valley High School

Reasons for desiring to serve – relevant experience and qualifications:

Party have made up a large portion of my childhood and when I lived previously in Highland their parks are great but here in Redlands they are often full of homeless like the one near Benjamin. Because of these issues I want to sign up and help clean them up and I believe I am qualified to do so based on achievements in Academic Areas.

Signature [signature] Date 8/19/22

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

(1) Patricia Pitts [redacted] Redlands

Telephone [redacted]

(2) Rob Rooney [redacted] Redlands, CA, 92374

Telephone [redacted]

Return Application to:
Office of the City Manager, Suite 200,
CITY OF REDLANDS
35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR
RedlandsOCM@cityofredlands.org

REDLANDS "A City That Works"

I:\cmo\BOARDS\Student Appt Notices\2022\Student Appt Notice CVHS22.doc

✓ address verified

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR:

City Manager's Office

OCT 21 2022

Received

- [X] Human Relations Commission
- [X] Parks and Recreation Advisory Commission
- [X] Traffic and Parking Commission

Name Nikita Jos

Address [redacted] City Loma Linda

Telephone (Mobile) [redacted] (Home) [redacted]

Email [redacted] High School: Redlands High School

Reasons for desiring to serve – relevant experience and qualifications:

Being an active member of my community I am always look for many new ways to play a part within it. Being able to have this oppurtunity will allow me to have a larger voice in the future of Redlands and it will help to include a larger variety of opinions on certain topics. This will also help me with my networking and communication skills which will help in future roles that I will play for the city of Redlands. Thank you for taking the time to read this.

Signature Nikita Jos Date 10/21/22

*Experience and qualifications will be included in resume attached below.

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

(1) Sean Comadena
RHS Tennis Coach
Telephone [redacted]

(2) James Verhoeven
RHS Badminton Coach
High School Director
Telephone [redacted]

*Note email is a better way of contact for both references

Return Application to: Office of the City Manager, Suite 200,
CITY OF REDLANDS
35 Cajon Street, PO Box 3005, Redlands, CA 92373, or
RedlandsOCM@cityofredlands.org

City of REDLANDS "A City That Works"

I

Nikita Jos

[redacted]

SKILLS

Leadership, Teamwork, Communication, Customer Service

EXPERIENCE

STEM Tutor, Redlands, CA - *(Volunteer)*

OCTOBER 2022 - PRESENT

- Participated in training classes to improve tutoring practices and learn new tutoring techniques to keep students captivated.
- Tutored students (K-12) weekly on fundamental coding concepts to make STEM more accessible and fun for the RUSD district.

VA Hospital, Redlands, CA- *(Volunteer)*

JUNE 2022 - JULY 2022

- Communicated and marketed to adolescents and adults
- Interacted with veterans to make their experience at the hospital easier
- Worked in high-stress environments

RHS Peer Tutor, Redlands, CA - *(Volunteer)*

NOVEMBER 2021 - JUNE 2022

- Taught students within the school on difficult homework concepts
- Learned more communication and leadership skills

Civil Air Patrol, Redlands, CA - *(Cadet)*

SEPTEMBER 2019 - JULY 2021

- Was able to learn many life skills and basic service
- Met many high ranked people within the program while also learning from them

EDUCATION

Redlands High School, Redlands, CA - *Expected Graduation June 2024*

AUGUST 2019 - PRESENT

- 4.8 GPA
- 7 AP classes, 6 college courses
- Elected Secretary and ICC Rep for Compact Club
- Varsity Tennis, Varsity Badminton, Speech and Debate (2-time champion)
- Top 1% of class academically
- Valedictorian

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR:

City Manager's Office

OCT - 6 2022

Received

____ Human Relations Commission

____ Parks and Recreation Advisory Commission

X Traffic and Parking Commission

Name Nikitha Rajeev

Address [redacted] City Loma Linda

Telephone (Mobile) [redacted] (Home) [redacted]

Email: [redacted] High School: The Grove School

Reasons for desiring to serve – relevant experience and qualifications:

I would like to join the traffic and parking commission because I would like to serve the people of Redlands by helping improve traffic conditions and performing educational activities regarding traffic issues. By being a part of this commission, I would like to improve parking conditions in the Downtown Redlands Area. At my high school, I am an active member of the Associated Student Body (ASB), the Vice President of Model United Nations (MUN), and a participant in the Redlands Youth Council (RYC). To add to my leadership experience, I am on the Teen Advisory Board of Ratio 21, a company that provides online extracurricular opportunities geared toward a career of the students' choice, and I also volunteer at the Loma Linda Public Library. I am looking forward to serving the city of Redlands in the traffic and parking commission!

Signature Nikitha Rajeev Date 10/6/2022

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

(1) Tina O'Brien
The Grove School
High School Science Teacher
Telephone [redacted]

(2) Debbie Royer
The Grove School
High School Math Teacher
Telephone [redacted]

Return Application to:
Office of the City Manager, Suite 200,
CITY OF REDLANDS
35 Cajon Street, PO Box 3005, Redlands, CA 92373, or
email to RedlandsOCM@cityofredlands.org

I:\cmo\BOARDS\Student Appt Notices\2022\Student Appt Notice GROVEHS22.doc

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for an appointment to the Parks and Recreation Advisory Commission (Mayor Pro Tem Tejeda)

MOTION:

I move to appoint Scott Carlson to serve the remainder of a four-year term on the Parks and Recreation Advisory Commission ending March 1, 2025.

RECOMMENDATION:

It is recommended by Mayor Pro Tem Tejeda that the City Council consider this appointment to the Parks and Recreation Advisory Commission. Pursuant to the Redlands Municipal Code, appointments are made by the Mayor and approved by the City Council. However, Mayor Barich has expressed his desire to rotate recommendations for commission/board appointments among the City Council Members; therefore, Mayor Pro Tem Tejeda has been delegated authority by Mayor Barich to make the recommendation for this appointment.

DISCUSSION:

One vacant seat exists on the Parks and Recreation Advisory Commission due to Commissioner Edward Ferrari's resignation. A public notice requesting interested residents to submit an application for the Parks and Recreation Advisory Commission was issued in October of this year. In addition, the public notice was concurrently aired on Redlands TV and posted at the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. One application was received in response and two applications from a previous notice were included.

The Parks and Recreation Advisory Commission consists of seven members as follows:

- Vacant
- Douglas Gonzales
- Adam Hebden
- Earl Ryan Johnson
- Joanne Lessard
- Justin Weekley
- Mu Choi (student)

ALTERNATIVE:

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

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Parks & Rec Public Notice

Parks & Recreation Applications 2022

City of
REDLANDS

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

PUBLIC NOTICE

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

> **PARKS AND RECREATION COMMISSION** - The Parks and Recreation Advisory Commission recommends to the City Council policies for the acquisition, development, maintenance and improvement of parks, public trails and open space areas, and for the planting, care and removal of landscaping and amenities in all parks, public trails and open space areas. In addition, this commission's duties relating to recreation include; using the Commissioners' skills, knowledge and experience to assist and advise the City Recreation Division staff; keeping the public informed about the city's recreation program; serving as a forum for the promotion of activities for the Recreation Division and the City's community center; and serving as a forum for resident's suggestions, reactions, opinions, interests and needs regarding the City's Recreation Division and its programs.

The Parks and Recreation Advisory Commission meets on the second Thursday of each month at 4:00 p.m.

Residents interested in applying for the non-salaried position on this commission may request application forms from the Office of the City Manager, City Hall, 35 Cajon Street, Suite 200 or by phone at 798-7510, or on the City's website www.cityofredlands.org

Deadline for filing applications is October 31, 2022.

Jennifer Macias, Management Analyst
Office of the City Manager
City of Redlands, California

10/17/2022

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

OCT 21 2022

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

Received

COMMISSION\BOARD APPLIED FOR

Parks & Recreation commission

Name Sarah Randall

Address [redacted]

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

Email [redacted]

Occupation Sustainability Fellow @ Citrus College

Reasons for desiring to serve – relevant experience and qualifications:

Serve the city I lived in for over 20 years!
I have worked in conservation for over 4 years
and have worked in guest services for over 6-years,
I am qualified to provide care to all in a recreational
setting as well as am knowledgeable to take care of the environment.

Signature Sarah Randall **Date** 10/18/2022

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

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

(1) Adrian Poloni
IERCD

Telephone [redacted]

(2) Mandy Parkes
IERCD

Telephone [redacted]

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

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

✓ Address Verified

SarahJane Ovanib Randall Resume

[redacted]

EDUCATION

University of California, Riverside **September 2017**

Bachelor of Science Degree in Sustainability Studies

WORK EXPERIENCE

California Conservation Corps Inland Empire, California

Forestry Corps Crew Member, *October 2019 - August 2020*

- Achieved Cal Osha S-212 Wildland Fire Chainsaw Training Certification
- Facilitated team projects with project partners such as the Bureau of Land Management, Calfire,Caltrans, and the Forest Service
- Worked on Fuel reduction/reforestation projects around Riverside and San Bernardino counties
- Operated/handled tools and equipment (Woodchipper, chainsaw, hand tools)

American Conservation Experience (AmeriCorps) Dulzura, California

Trail Restoration Crew Member, *May 2019 - August 2019*

- Achieved Wilderness First Aid Certification, Adult, Child, & Infant Certification, Epinephrine Administration Certification
- Facilitated team projects with project partners such as the Bureau of Land Management, State and National Parks
- Harmful plant mitigation (Elimination of invasive species), fence installation, plant watering on Great Basin Dust Mitigation Project
- Habitat/Trail restoration (Brushing, trail repairing, mulching), Tool maintenance (Sharpening, polishing, rehandling)

Inland Empire Resource Conservation District Redlands, California

Forestry Assistant, *March 2021 - November 2021*

- Assisted Forestry Technician for Invasive Shothole Borer Project
- Utilized Arcgis systems to locate possible ISHB trap installation areas
- Utilized ipad to record ISHB presence through visual monitoring at parks
- Installed ISHB traps along Santa Ana Watershed and surrounding areas

LiveNation Devore, California

Guest Services, *2016 - 2021* ***Supervisor of Sustainability,*** *June 2021 – January 2022,* ***Sustainability Coordinator,*** *January 2022 - May 2022*

- Lead Sustainability department at Glen Helen Amphitheater
- Promote Sustainable policies, mitigate waste, improve waste diversion efforts at amphitheater

INTERNSHIP EXPERIENCE

Office of Sustainability at the University of California, Riverside

Analyst Intern, *July 2016 – August 2016*

- Facilitated a group of interns in devising the Integrated Waste Diversion Plan to lower the institution's carbon footprint to meet Carbon Neutrality Initiative; Analyzed data on the university's waste streams; Managed Social media platforms

99.1 KGGI

Intern, *2015 - 2015*

- Managed social media, produced ODM & Evelyn radio show, assisted in coordinating events such as the 1st I.E's Salsa Festival

LEADERSHIP EXPERIENCE

Highlander Associated Peoples' Ancestries organization at UCR (2016) **Founder & President**
National Society of Leadership and Success, also known as Sigma Alpha Pi at UCR (2016) **Social Events**
Coordinator

ACTIVITIES

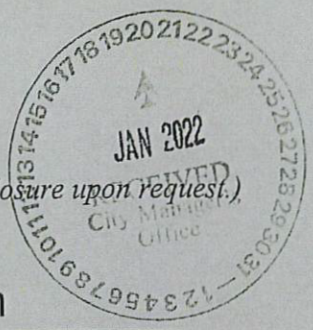
Volunteer, Mentone Library, Mentone CA	January 2010 - January 2014
Volunteer, Redlands Community Hospital, Redlands CA	June 2012 - January 2014
Participant, UCR Summer Sustainability Program	August 2016
Volunteer, Sustainable Claremont, CA	January 2019 - Present
Volunteer, Riverside Food Rescue, Riverside CA	January 2019 - Present
Volunteer, Union Rescue Mission, Los Angeles CA	November 2019
Volunteer, Music Changing Lives, San Bernardino CA	March 2022
Volunteer, SocaltrashArmy, San Bernardino CA	March 2022

Summary of Skills

Computer: Adobe, Microsoft Office, Paint, Windows Live Movie Maker, ARCGIS
Languages: English, Tagalog (Limited), Spanish (Limited)
Medical: Wilderness First Aid Certified, Adult, Child & Infant CPR Certified,Epinephrine Administration Certified
Miscellaneous: Dewey Decimal System Comprehension, Music Sheet Comprehension, Photography, Solar Panel Installation, Video Production, Money management
Certifications Food Handler's Card, OSHA Wilderness Chainsaw certified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Parks and Recreation Advisory Commission

Name [redacted] Michael Heal

Address [redacted]

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

Email [redacted]

Occupation Teacher at Redlands USD

Reasons for desiring to serve – relevant experience and qualifications:

As someone who rides a lot on multiple surface roads and trails, I am constantly looking for ways to avoid traffic and increase using the trail system in Redlands. Getting people out to use these trails and reducing traffic is something I am interested in learning about. I would also like to see the chances there are to increase our trail and network system for tyrail users

Signature _____ **Date** 1/20/22

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

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

(1) Charles Dykes

Telephone [redacted]

(2) Matt Freeman

Telephone [redacted]

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

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

✓ Address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

The Parks and Recreation Advisory Commission

Name Scott Carlson

Address [redacted]

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

Email [redacted]

Occupation Donor Relations Director for THe Salvation Army

Reasons for desiring to serve – relevant experience and qualifications:

Please see attached document

Signature _____ **Date** 1.20.2022

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

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

(1) Kyle Trimmer
Major
The SalvatioN Army Redlands
Telephone [redacted]

(2) Jesse Felix
Executive Director
CSUSB
Telephone [redacted]

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

✓ Address Verified

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

As a local Redlands resident with a strong passion and love for this fine city, I am entering my name as a potential candidate for the Advisory Commission position. This is the city I have decided to raise my children in, as I truly believe Redlands is the gem of the Inland Empire. Although a gem, there is much work needed in updating and keeping up with the current era with our parks, public fields, enhancements, etc. I'm very involved in community and hear this same message from so many other families. I would be honored to be the voice of our residents and families that love Redlands as well and strive for a better tomorrow for our children and all residents of our fine community.

I hold an MBA from CSUSB and I'm also a certified grant writer. With over 7 years of Major Gift Fundraising experience within the Inland Empire community, I feel I'm well positioned to best serve our community in assisting with the Advisory Commission role. Making a lasting and positive impact on families and our community for generations to come would be my biggest honor

Thank you for your consideration.

Scott Carlson

[redacted]

Scott M. Carlson



Summary of Qualifications

Experienced philanthropic professional with a strong commitment to donor relations and a proven track record of fundraising, corporate partnerships, relationship building, stewardship, external relations, and strong prospect research skills. Uniquely qualified with proven interpersonal, organizational, and communication skills.

Work Experience

Donor Relations Director
The Salvation Army
San Bernardino, CA **August-2020-Present**

- Developed annual fundraising plan for Inland Empire and Coachella Valley Territories.
- Increased major gifts 100% on a revenue goal of $1,000,000.
- Manage a caseload of 150 donors.
- Lead development of team solicitation strategies and team planning process for major gift asks.
- Developed strategic communication plans, plans for annual giving, foundation and corporate support, and individual major and planned gifts.
- Developed annual fundraising event plans for 7 Corp locations.

Assistant Director, Resource Development
Inland Futures Foundation
San Bernardino Community College District
San Bernardino, CA **June 2019-July 2020**

- Increased major gift donors 125% as chief fundraiser of the foundation.
- Handled all corporate relations for the foundation.
- Developed fiscal policies and procedures, organizational analysis, and strategic planning for the foundation and Empire KVCR.
- Primary grant writer for the Foundation.
- Increase corporate support donation 200% for the foundation.
- Managed a portfolio of 75-100 donors.
- Increase vehicle donation program 300% with revamped marketing plan and focus.
- Orchestrated first ever Giving Tuesday initiative with revenue of $45,000 of new donations.
- Incorporated Planned Giving donor giving platform.
- Increased corporate underwriting agreements by 100% revenue YTD.

- Oversaw operating budget while managing 6 staff.
- Work with Board members on fundraising objectives and organizational objectives.
- Incorporated full-service CRM for donor tracking, cultivation, and stewardship.

Development Associate
Department of Intercollegiate Athletics
California State University, San Bernardino, CA **December 2015-June 2019**

- Assisted Director of Development and increased major gifts for Athletics by $400,000.
- Handled all external relations for the department.
- Developed comprehensive fundraising plan for Department of Intercollegiate Athletics
- Identify, cultivate, and solicit new prospective donors and funding for the Department of Intercollegiate Athletics.
- Supported Associate Athletic Director of Compliance on eligibility responsibilities
- Coordinate External Relation initiatives for the Department of Intercollegiate Athletics for with a focus on student counseling.
- Formulated and executed short-term and long-term strategic plans to increase Coyote Athletic Annual Fund for 10 varsity sports.
- Work with Alumni Relations on fundraising alumni games for all 10 varsity sports.
- Solicit and fulfill corporate partnership program over 400% for CSUSB Athletic venues.
- Assist in increasing annual Title IX Fundraising Dinner revenue by $40,000.
- Key component in the largest netting Dave Stockton Golf Classic in history of athletics with event revenue surpassing $100,000.

Sales and Marketing Manager
L & R Group of Companies, Los Angeles, CA **November 2014-November 2015**

- Developed successful marketing campaign and vertical sales strategies for Joe's Airport Parking and WallyPark at LAX.
- Increased overall revenue $1.4M YTD 2015 vs. 2014.
- Increased corporate accounts from 0 to 60 within first 3 months.
- Increased corporate occupancy levels at Joe's LAX by an average of 20% each month.
- Managed a team of 6 Sales Managers.

Senior Sales Manager/Acting Director of Group Sales **March 2013-November 2014**
Westin Hotel, Long Beach, CA

- Developed marketing, revenue and sales strategy while selling each business prospect to exceed revenue goal by 129% in 2013.
- Developed and implemented strategic account plans which resulted in 100% account retention for Southern California market.
- Coordinated the completion of the Sales and Marketing Plan, advertising and promotional material for the sales team.
- Managed a team of 8 Sales and Catering Managers.

Business Development Account Manager **January 2012-February 2013**
T-Mobile, Santa Ana, CA

- Achieved 125% of sales quota for 2012 earning Heavy Hitter Award.
- Developed and executed a Vertical Sales Strategy which yielded an incremental 15% increase in sales and a 50% churn reduction in the targeted industries.
- Developed target account strategy, implemented account plan for proper account penetration.

Senior Sales and Event Manager/Market Research Analyst July 2003-December 2011
Ritz Carlton Hotel, Marina del Rey, CA

- Achieved 196% of $1.8 million quota in 2010 resulting in Golden Circle Chairman's Award Top 5% honor with national recognition.
- Achieved 165% and 155% of $1.6 million quota in 2008 & 2009 resulting in Golden Circle President's Award top 10% honor.
- Increased Incentive Market by over 100% year over year.
- Increased NBA & NHL business by 20% annually resulting in being awarded The Ritz Carlton NBA All-Star three straight years.

Education

California State University, San Bernardino, CA **Graduation Date: June 2020**
Master of Business Administration, 3.93 GPA

Temple University, Philadelphia, PA **Graduation Date: May 2000**
Bachelor of Business Administration. Major: Marketing

- Member of Division I Men's Soccer Team
- Winner of Temple University Fox School of Business and Management Stock Market Game
- Secretary of the Economics Society

Continuing Education & Training

- Academy for Grassroots Organizations Grant Writing
- PBS Corporate Sales Performance Initiative Training
- San Bernardino Community College District Chancellor's Leadership Academy
- Member of the California State University Enterprise Corporation Committee
- San Bernardino Chamber of Commerce Leadership Development Committee
- Sales and Service Foundation, The Ritz-Carlton Hotel Company, Miami, FL
- Dynamic Selling, The Ritz-Carlton Hotel Company, Los Angeles, CA
- Detailing Events, The Ritz-Carlton Hotel Company, St. Louis, MO
- Executive Sales Leadership Training, The Ritz-Carlton Hotel Company, Lake Tahoe, CA
- Negotiation & Presentation Skills Training, T-Mobile, Santa Ana, CA

Technical Skills

- Experience in both Microsoft Office Suite and Apple platforms
- Extensive knowledge of donor database programs: Advance, Reeher, and HubSpot
- Advanced knowledge of Donor Search

Community Outreach

- Member of the San Bernardino County Museum
- Member of the San Bernardino Chamber of Commerce
- Volunteer at Loma Linda University Children's Hospital
- Volunteer at The Let It Be Foundation

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8411 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. 8411.

DISCUSSION:

On November 15, 2022, the City Council adopted Resolution No. 8410 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 December 14, 2022. 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. 8411, the City Council is reaffirming its findings and compliance with AB 361 for an additional 30 days ending January 4, 2023.

SUBMITTED BY:
Council Member Denise Davis

Attachments

Reso. 8411 Teleconference Meeting

RESOLUTION NO. 8411

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) January 4, 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 6th day of December 2022.

ATTEST:

Paul T. Barich, 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 6th day of December 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2952 (Second Reading)-Amending Chapter 2.16 of the Redlands Municipal Code relating to the establishment of a business preference program for City procurement (Council Member Gallagher)

MOTION(S):

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

I move to adopt Ordinance No. 2952.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2952, amending Chapter 2.16 of the Redlands Municipal Code relating to the establishment of a business preference program for City procurement.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2952.

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. 2952 Local Business Preference

ORDINANCE NO. 2952

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 2.16 OF THE REDLANDS MUNICIPAL CODE TO ESTABLISH A LOCAL BUSINESS PREFERENCE PROGRAM FOR THE CITY'S PROCUREMENT OF SUPPLIES, MATERIALS, EQUIPMENT AND SPECIALIZED GOODS

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

Section 1. Section 2.16.220 of the Redlands Municipal Code, entitled "Business Preferences," is hereby amended to read as follows:

"2.16.220 Business Preferences:

In administration of competitive procurement pursuant to this chapter, the Purchasing Agent shall be authorized to give such preferences for supplies, materials, equipment, and specialized goods as general law cities are permitted or required to give by applicable State or Federal law, or as provided for in this chapter.

A. Local Business Preference: To promote business retention within the city and the economic health of the city and to encourage local business participation in the procurement process, the purchasing agent, in determining the lowest responsible bidder for contracts for supplies, materials, equipment and specialized goods shall grant an eight percent (8%) Local Business Preference to Local Businesses. For purposes of this chapter, a Local Business is defined as a business possessing a valid Redlands Business License and having its principal business operation located in the City of Redlands.

B. Business Preferences: To promote the economic health of the County of San Bernardino and to encourage County business participation in the procurement process, the purchasing agent, in determining the lowest responsible bidder for contracts for supplies, materials, equipment and specialized goods shall grant a two percent (2%) County Business Preference to County Businesses. For the purposes of this chapter, a County Business is defined as a business possessing a valid Redlands Business License and having its principal business operation located within the County of San Bernardino and outside of the City of Redlands.

C. Application to Bids: When applying the Local Business Preference or County Business Preference to a bid, the purchasing agent shall apply the preference to the bid price solely for bid evaluation purposes such that the total price bid by a Local Business shall be reduced by eight percent (8%) of the amount bid by the Local Business, and by two percent (2%) to the County of San Bernardino Business and the reduced bid shall be deemed the amount bid by that bidder. The contract price shall in all events be the amount bid by the successful bidder awarded the contract.

D. Change in Preferences: The Local Business and County Business preferences established by this Chapter shall terminate on December 31, 2026. Commencing on January 1, 2027, to further promote business retention within the city and the economic health of the city and to encourage local participation in the procurement process, the purchasing agent, in determining the lowest responsible bidder for contracts for supplies, materials, equipment and specialized goods having a value of $30,000 or less, may take into consideration the one percent (1%) sales tax which would be returned to the city as a result of the bid award. For procurement where sales tax would not be generated as a result of the bid award and where the quality and price are equal to another bidder or bidders, the local vendor may be given the bid award.

E. Recycled Goods: Whenever practicable, all City departments shall use recycled content products and recycled materials to meet their needs. This subsection is enacted to facilitate compliance with State requirements and to foster the development of new, improved markets for recycled products.

1. Definitions: For purposes of this subsection B, the following words shall have the meanings ascribed to them:

   POSTCONSUMER RECYCLED MATERIALS: A finished material or product that has served its intended use and would normally be disposed of as solid waste. Examples of postconsumer recovered materials include, but are not limited to, old newspaper, office paper, green waste (yard waste), steel, glass, aluminum cans, plastic bottles, oil, asphalt, concrete and tires.

   PRACTICABLE: Available within a reasonable time period; the recycled product shall be of equal or better quality or value at either no or minimal additional cost and subject to consideration of product durability as a criterion of the cost or value of the product.

   PRECONSUMER: Materials or byproducts generated after manufacturing of a product is completed, but before the product reaches the consumer. Examples of pre-consumer recovered materials include, but are not limited to, obsolete inventories of finished goods, rejected unused stock and paper wastes generated during printing, cutting and other conversion operations.

   RECYCLED MATERIAL: Waste material and byproducts that have been recovered or diverted from the solid waste stream and can be utilized in place of raw or virgin material in a product. Recycled content materials may consist of material derived from postconsumer waste, manufacturing waste, industrial scrap, agricultural waste and other items, all of which can be used in the manufacture of new products.

2. City Departments' Procurement Of Recycled Content Products:

   a. All departments shall use recycled content products whenever practicable. Special emphasis shall be placed on the purchase of products manufactured with postconsumer recycled materials.

b. Whenever practicable, recycled materials shall be procured and used in City operations (e.g., recycled paper shall be used in copy machines and for printing purposes by departments).

c. All departments may require procurement of designated recycled content products above levels required by this subsection.

d. The City shall require its contractors and consultants to use recycled content products in fulfilling contractual obligations whenever practical.

e. The City shall promote the use of recycled content products publicizing its procurement policy whenever practicable (e.g., use of recycling symbol and statement on recycled content products).

f. A life cycle cost analysis may be an appropriate tool for departments to use when evaluating purchasing alternatives. Life cycle cost should reflect the annual cost of the product calculated over the life of the product and should consider final costs, not just initial up-front costs. A life cycle cost analysis may include factors such as capital costs, installation costs, maintenance costs, energy and other operating costs, and disposal costs which may utilize the "best value" procurement method.

g. The City shall procure recycled products if the product fitness and quality are equal to the non-recycled product and available at the same or lesser total cost than non-recycled items. These products shall include paper products, printing and writing papers, mulch, compost, and compost products, glass products, lubricating oils, plastic products, paint, antifreeze, tires, tire derived products and metal.

h. The City will favorably consider the selection of other recycled and environmentally preferable materials, products, and supplies over their non-recycled or non-environmentally preferable alternatives when the availability, fitness, operational efficiency, quality, safety, and price of the recycled or environmentally preferable product is equal to, or better than, the non-recycled or non-environmentally preferable alternative. The list of materials, products, and supplies shall include, but not be limited to, business office products, alternative fuels, rubberized asphalt, and other items.

i. Departments are encouraged to consider less toxic alternatives when purchasing products or services such as pesticides or pest control services, and to purchase energy and water conserving products whenever possible.

3. Duties Of The Purchasing Agent: The Purchasing Agent shall coordinate implementation of this subsection. Duties of the Purchasing Agent for implementation of this subsection include:

   a. Establishment of a list of recycled products for purchase by all departments when practicable and review of purchase requests to encourage the substitution of recycled products when practicable.

b. Maintenance of a list and standard specifications and, the undertaking of a periodic review of available products. Products may be added as they become available.

c. Giving preference to approving and promoting the purchase of products with the highest postconsumer content, all other considerations being equal.

4. City Departments' Responsibilities: City departments shall be responsible for the following:

a. City staff shall identify the recycled content products available and the vendors from whom such products are available for purchase. This information shall be compiled and provided to the Purchasing Agent and the Sustainability Manager, when practical.

b. Departments shall evaluate the recycled products on the established list and shall make efforts to purchase recycled products when practicable.

Section 2. The City Council hereby determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15061 (b)(3) because it can be seen with certainty there is no possibility that the adoption of this ordinance may have a significant effect on the environment.

Section 3. 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.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the _____ day of _____ 2022, by the following vote:

AYES:

NOES:

ABSENT:

_____
City Clerk

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Salary Resolution No. 8406 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8352 (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 Salary Resolution No. 8406 and rescind resolution No. 8352.

RECOMMENDATION:

Staff recommends that council approve Salary Resolution No. 8406 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8352.

DISCUSSION:

This resolution incorporates salary changes for classifications in Municipal Utilities, Fire, Police, and Facilities and Community Services. In an effort to improve recruitment in specific areas, the City conducted salary surveys to assess market median on several classifications. Upon review of those surveys, it was determined that the classifications in the attached report require adjustments to maintain salaries at the market median, internal equity, and to be competitive in recruitment.

Additionally, both the Municipal Utilities and Engineering Department and the Fire Department restructured some job responsibilities. In Municipal Utilities and Engineering, the utility division was restructured resulting in the elimination of the Utilities Operation Manager, the addition of a Water Utility Manager position,

and the reclassification of the Wastewater Superintendent to Wastewater Utility Manager. The duties previously performed by the Utility Operations Manager will be distributed between the wastewater and water manager positions. In Fire, the community risk reduction division was restructured to eliminate the Fire Plans Examiner position. These duties will be absorbed by the Deputy Fire Marshal position.

Salary adjustments have also been made to full and part-time positions as necessary to maintain compliance with minimum wage requirements.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, 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 Boatman, Assistant City Manager
Richard Sessler, Fire Chief
Christopher Catren, Police Chief
John Harris, Director, Municipal Utilities and Engineering

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

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Fiscal Impact

Fiscal Year:	FY 2022-23
Revenue Generating:	N
Appropriation Required Y/N:	N
Account No.:	Various
Discussion:	

The single-year fiscal impact of adopting the Salary Resolution is estimated below and includes changes to both base salary and corresponding benefits:

General Fund cost: $165,321
Other Funds: $71,801

The increased costs are anticipated to be offset by salary savings in the current fiscal year, therefore no additional appropriation is recommended.

Attachments

Salary Resolution No. 8406
Position Change List
Salary Range Tables 22-23
Hourly Rate Table

RESOLUTION NO. 8406

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR CITY EMPLOYEES AND RESCINDING RESOLUTION NO. 8352.

WHEREAS, the City Council is authorized and directed by Section 2.56.040 of the Redlands Municipal Code to prepare, install, revise and maintain a position classification and compensation plan covering all positions in the competitive service;

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

Section 1. The City Council of the City of Redlands hereby establishes a basic compensation plan for all employees in all of the classifications of employment as described in Section 2 of this resolution to be effective December 12, 2022.

Section 2. Salary schedule and Compensation Plan.

Department/Division	PT	FT	Unit	Range				
City Clerk's Office								
Administrative Assistant I/II		1	T	15	30			
Part Time Positions								
Administrative Assistant	1		PT					
Total City Clerk's Office	***1***	***1***						
City Manager's Office								
City Manager		1	C	3				
City Attorney		1	C	2				
Assistant City Manager		2	DD	5				
Project Manager		1	MM	61				
Grants Coordinator		1	MM	48				
Management Analyst		1	MM	45				
Administrative Analyst		1	MM	35				
Senior Administrative Assistant		1	T	45				
Human Resources/Risk Management								
Assistant Director, HR/Risk Management		1	M	90				
HR/Risk Manager		2	M	78				
Human Resource Analyst		2	MM	53				
Risk Management Specialist		1	MM	41				
HR Specialist		3	MM	35				
Administrative Assistant I/II		1	T	15	30			
Mid-Management Trainee		2	MM	27-90				
Public Information								
Public Information Officer		1	M	75				
Multimedia Production Coordinator		1	MM	27				
Purchasing								
Procurement Manager		1	M	74				
Purchasing Clerk		1	T	22				
Total City Manager's Office	***0***	***25***						

Management Services								
Director, Management Services*		1	DD	4				
Information Technology								
Information Technology Manager		1	M	83				
Network Engineer		1	MM	77				
GIS Supervisor		1	MM	73				
IT Systems Supervisor		1	MM	66				
Database Administrator		1	MM	61				
System Administrator		1	MM	50				
GIS Analyst		2	MM	50				
Network Specialist		1	MM	44				
GIS Technician		1	T	59				
Sr. Help Desk Technician		1	T	72				
Help Desk Technician		3	T	57				
Administrative Assistant I/II		1	T	15	30			
Finance								
Assistant Finance Director		1	M	90				
Finance Manager		1	M	78				
Senior Accountant		2	MM	51				
Management Analyst		2	MM	45				
Accountant		1	MM	35				
Senior Accounting Technician		1	T	40				
Accounting Technician I/II		2	T	23	33			
Revenue Division								
Revenue Supervisor		1	MM	58				
Utilities Customer Service Supervisor		1	MM	45				
Accountant		1	MM	35				
Senior Customer Account Specialist		2	T	41				
Utilities Billing Specialist		1	T	40				
Senior Accounting Technician		1	T	40				
Utlities Billing Technician		1	T	35				
Customer Account Specialist		6	T	33				
Customer Service Technician I/II		4	T	17	27			
Payroll								
Payroll Coordinator		1	MM	34				
Payroll Assistant		1	T	35				
Part Time Position								
Help Desk Technician	1		PT					
IT Intern	2		PT					
Total Management Services	***3***	***46***						

*the position of Director, Management Services shall perform the duties of Director of Finance as outlined in Redlands Municipal Code 2.08

Development Services Department								
Administration								
Development Services Director		1	DD	4				
Management Analyst		1	MM	45				
Administrative Analyst		1	MM	35				
Administrative Assistant I/II		1	T	15	30			
One Stop Permit Center Manager		1	M	82				
Asst/Assoc/Civil/Sr. Civil Engineer		3	MM	41	51	61	73	
NPDES Inspector I/II		1	T	59	64			
Counter Services Technician		2	T	30				
Building Division								
Chief Building Official		1	M	81				
Sr. Plans Examiner		1	MM	62				
Plans Examiner		1	T	80				
Sr. Building Inspector		1	T	80				
Building Inspector I/II		2	T	60	70			
Permit Technician I/II		2	T	52	57			
Economic Development Division								
Economic Development Manager		1	M	80				
Planning Division								
City Planner		1	M	82				
Principal Planner		2	MM	75				
Senior Planner		1	MM	65				
Junior/Assistant/Associate Planner		3	T	53	70	80		
Part Time Positions								
Planning Intern	2		PT					
Total Development Services Department	***2***	***27***						
Fire Department								
Fire Chief		1	DD	06				
Fire Marshal		1	M	88				
Deputy Fire Chief		1	F	85				
Deputy Fire Marshal		1	MM	79				
Battalion Chief		4	F	79				
Fire Captain		15	F	60				
Fire Engineer		18	F	55				
Fire Fighter		21	F	50				
EMS Coordinator		1	MM	82				
Management Analyst		1	MM	45				
Emergency Operations Specialist		1	MM	34				
Fire Prevention Inspector		2	CS	75				

Sr. Administrative Assistant		1	T	45				
Administrative Assistant I/II		1	T	15	30			

Total Fire Department		***69***

Library

Library Director		1	C	1				
Archivist Curator		1	M	80				
Principal Librarian		1	MM	53				
Systems Administrator		1	MM	50				
Management Analyst		1	MM	45				
Senior Librarian		1	MM	37				
Special Collections Manager		1	MM	36				
Adult Literacy Coordinator		1	MM	32				
Technical Services Coordinator		1	MM	30				
Museum Collections Specialist		1	T	57				
Librarian		1	T	52				
Sr. Administrative Assistant		1	T	45				
Library Specialist I/II		5	T	22	32			
Maintenance Worker I/II		2	T	20	23			
Administrative Assistant I/II		1	T	15	30			
Technical Services Clerk		1	T	12				
Library Clerk		2	T	5				

Part Time Positions

Administrative Assistant	1		PT					
Library Specialist	1		PT					
Library Clerk	4		PT					
Library Page	4		PT					
Technical Services Clerk	1		PT					
Museum Attendant	4		PT					

Total Library	***15***	***23***

Municipal Utilities & Engineering Department

Administration

Director of Municipal Utilities and Public Works Engineering		1	DD	05				
Senior Administrative Assistant		4	T	45				

Engineering Services

City Engineer		1	M	87				
Construction Manager		1	MM	78				
Asst/Assoc/Civil/Sr. Civil Engineer		6	MM	41	51	61	73	
Regulatory Compliance Officer		1	T	90				
Senior Construction Inspector		1	T	90				
Construction Inspector I/II		3	T	69	79			

NPDES Inspector I/II		1	T	59	64			
Water Conservation Specialist		2	T	49				

Utilities

Laboratory Manager		1	MM	70				
Laboratory Analyst I/II/III/IV		4	T	53	63	73	83	

Water Division

Water Utility Manager		1	M	86				
Water Production/Maint. Superintendent		1	MM	85				
Water Distribution Superintendent		1	MM	85				
Water Production Operations Supervisor		1	T	100				
Water Production Maintenance Supervisor		1	T	100				
Water Distribution Supervisor		1	T	100				
Utilities Maintenance Foreperson		1	T	80				
Electrical and Instrumentation Technician		1	T	69				
Water Distribution Crewleader		4	T	61				
Cross Connection Control Inspector		1	T	63				
Water Treatment Operator I/II/III/IV/V		8	T	55	60	77	80	83
Senior Water Quality Technician		1	T	63				
Sr. Customer Service Field Technician		1	T	48				
Plant Mechanic I/II		3	T	48	58			
Customer Service Field Technician		1	T	39				
Water Quality Technician I/II		2	T	52	57			
Water Distribution Operator		12	T	49				
Electrical and Instrumentation Apprentice		1	T	35				
Water Meter Reader I/II		3	T	21	31			
Maintenance Worker I/II		3	T	20	23			

Wastewater Division

Wastewater Utility Manager		1	M	86				
Wastewater Operations Supervisor		1	T	100				
Wastewater Collection System Supervisor		1	T	100				
Utilities Maintenance Foreperson		1	T	80				
Wastewater Facilities Operator I/II/III/IV		6	T	51	61	68	78	
Plant Mechanic I/II		3	T	48	58			
Wastewater Collection System Worker I/II/III		7	T	47	50	54		
Maintenance Worker I/II		2	T	20	23			

Part Time Positions

Administrative Assistant	1		PT					

Total MUED Department	***1***	***96***

Police Department

Chief of Police		1	DD	07				
Deputy Police Chief		2	P	85				
Police Commander		2	P	81				

Police Sergeant		12	P	70				
Police Corporal		20	P	64				
Police Officer/Police Recruit		54	P/CS	60/79				
Police Operations Manager		1	M	74				
Management Analyst		1	MM	45				
Police Operations Coordinator		1	MM	36				
Digital Forensic Examiner		1	CS	88				
Crime Analyst		2	CS	85				
Dispatcher Supervisor		3	CS	82				
Executive Police Assistant		1	CS	74				
Forensic Specialist		2	CS	73				
Records Supervisor		1	CS	66				
Property and Evidence Technician		2	CS	60				
Dispatcher I/II/III		15	CS	52	57	63		
Community Service Officer I/II		10	CS	40	48			
Records Specialist I/II		6	CS	22	36			
Administrative Assistant I/II		1	T	15	30			

Part Time Positions

Community Services Officer	1		PT					
Administrative Assistant	1		PT					
Camera Operator	6		PT					
Background Investigator	4		PT					

Total Police Department	***12***	***138***

Facilities and Community Services

Asst. Director, Facilities & Community Serv		1	M	90				
Senior Manager, Fac & Comm Serv		1	M	77				
Manager, Fac & Comm Serv		1	MM	73				
Field Services Superintendent		1	MM	73				
Field Services Project Supervisor		1	MM	61				
Homeless Solutions Coordinator		1	MM	37				
Administrative Analyst		1	MM	35				
Senior Code Enforcement Officer		1	T	70				
Code Enforcement Officer I/II		3	T	40	55			
Sr. Administrative Assistant		2	T	45				
Administrative Assistant I/II		3	T	15	30			

Airport

Airport Supervisor		1	MM	40				

Building Maintenance

Senior Building Maintenance Worker		1	T	47				
Building Maintenance Worker		3	T	38				

Solid Waste Division

Solid Waste Manager		1	MM	64				
Solid Waste Collections Supervisor		1	MM	42				
Solid Waste Route Coordinator		2	T	56				
Sr. Administrative Assistant		1	T	45				
Senior Equipment Operator		1	T	44				
Recycling Coordinator		1	T	44				
Welder		1	T	43				
Solid Waste Truck Driver		27	T	34				
Equipment Operator OIT/I/II		2	T	19	34	39		
Maintenance Worker I/II		7	T	20	23			

Fleet Services Division

Fleet Services Coordinator		1	MM	46				
Fire Mechanic		1	T	53				
Sr. Administrative Assistant		1	T	45				
Equipment Mechanic I/II		2	T	41	46			

Streets

Field Services Coordinator		1	MM	51				
Electrician		1	T	46				
Senior Asphalt Worker		1	T	44				
Senior Street Maintenance Worker I/II		2	T	44	49			
Equipment Operator OIT/I/II		3	T	19	34	39		
Asphalt Worker		2	T	34				
Sign & Paint Worker		1	T	34				
Maintenance Worker I/II		3	T	20	23			

Parks and Trees Division

Field Services Coordinator		1	MM	51				
Senior Grounds Maintenance Worker I/II		6	T	30	40			
Senior Grove Maintenance Worker		1	T	40				
Tree Trimmer I/II		4	T	30	40			
Maintenance Worker		1	T	20	23			
Grove Maintenance Worker		2	T	20				
Grounds Maintenance Worker I/II		13	T	12	20			

Cemetery Division:

Cemetery Manager		1	MM	58				
Cemetery Sales and Services Representative		1	T	58				
Cemetery Crew Leader		1	T	49				
Cemetery Caretaker I/II		2	T	17	25			

Animal Services

Animal Services Supervisor		1	CS	72				
Animal Services Officer		3	CS	46				
Administrative Assistant I/II		1	T	15	30			
Kennel Attendant		2	CS	17				

Recreation/Senior Services

Recreation Supervisor		1	MM	37				
Program Specialist		2	T	45				
Administrative Assistant I/II		1	T	15	30			
Van Driver		1	T	10				
Program Aid I/II		7	T	5	9			

Part Time Positions

Program Aide	4		PT					
Cemetery Aid	1		PT					
Maintenance Worker	1		PT					

Total Facilities and Community Services	***6***	***136***

Total Full Time Positions	*561*
Total Part Time Positions	*40*
Total Authorized Positions	*601*

TOTAL POSITIONS	*601*

Section 3. In addition to the salary schedule set forth above, the compensation plan established by this resolution permits the City Manager to establish programs for incentive awards, length of service awards, pay for performance, and other methods of recognizing employee work performance.

Section 4. Resolution No.8352 of the City of Redlands is hereby rescinded effective December 11, 2022.

Adopted, approved and signed this 6th day of December, 2022.

_____

Paul T. Barich, Mayor, City of Redlands

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 6th day of December, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

POSITION CHANGE LISTING

Salary Resolution No. 8406

Departm	Current Position	Unit Range/Step	New Position	Unit Range/Step
Added Positions				
MUED			Water Utility Manager	M86
Deleted Positions				
MUED	Utilities Operations Manager	M85		
FCS	Van Driver (End of Grant)	T10		
Fire	Fire Plans Examiner	CS80		
Reclassifications				
MUED	Wastewater Superintendent	MM76	Wastewater Utility Manager	M86
Salary/Title Changes				
FCS	Animal Control Officer	CS30	Animal Services Officer	CS46
FCS	Animal Control Supervisor	CS64	Animal Services Supervisor	CS72
FCS	Field Services Coordinator	MM40	Field Services Coordinator	MM51
FCS	Field Services Project Supervisor	MM48	Field Services Project Supervisor	MM61
FCS	Field Services Superintendent	MM65	Field Services Superintendent	MM73
FCS	Kennel Attendant	CS10	Kennel Attendant	CS17
Fire	Deputy Fire Marshal	MM59	Deputy Fire Marshal	MM79
Fire	Fire Prevention Inspector	CS55	Fire Prevention Inspector	CS75
MUED	Wastewater Collection Sys Sup	T89	Wastewater Collection Sys Sup	T100
MUED	Water Distribution Superintendent	MM70	Water Distribution Superintendent	MM85
MUED	Water Distribution Supervisor	T97	Water Distribution Supervisor	T100
MUED	Water Maint/Prod Superintendent	MM76	Water Maint/Prod Superintendent	MM85
MUED	Water Prod/Maint Supervisor	T97	Water Prod/Maint Supervisor	T100
MUED	Water Prod/Ops Supervisor	T97	Water Prod/Ops Supervisor	T100
MUED	Water Treatment Operator III-IV	T67-77	Water Treatment Operator III-IV	T77-83
MUED	Wastewater Supervisor	T97	Wastewater Supervisor	T100
PD	Community Service Officer I/II	CS33/43	Community Service Officer I/II	CS40/48
PD	Crime Analyst	CS79	Crime Analyst	CS85
PD	Digital Forensic Examiner	CS85	Digital Forensic Examiner	CS88
PD	Dispatch Supervisor	CS72	Dispatch Supervisor	CS82
PD	Dispatcher I/II/III	CS40/50/55	Dispatcher I/II/III	CS52/57/63
PD	Forensic Specialist	CS47	Forensic Specialist	CS63
PD	Police Cust Service Rep I/II	CS17/27	Records Specialist I/II	CS22/36
PD	Police Cust Service Supervisor	CS64	Records Supervisor	CS66
PD	Property & Evidence Technician	CS47	Property & Evidence Technician	CS60

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T5	NE	HOURLY	16.303	17.118	17.974	18.873	19.817	20.808
		MONTHLY	2826	2967	3116	3271	**3434.89**	3607
		ANNUAL	33911	35606	37387	39256	41219	43280
T6	NE	HOURLY	16.466	17.290	18.154	19.062	20.015	21.016
		MONTHLY	2854	2997	3147	3304	**3469**	3643
		ANNUAL	34250	35962	37760	39648	41631	43712
T7	NE	HOURLY	16.631	17.462	18.336	19.252	20.215	21.226
		MONTHLY	2883	3027	3178	3337	**3504**	3679
		ANNUAL	34592	36322	38138	40045	42047	44150
T8	NE	HOURLY	16.797	17.637	18.519	19.445	20.417	21.438
		MONTHLY	2912	3057	3210	3370	**3539**	3716
		ANNUAL	34938	36685	38519	40445	42468	44591
T9	NE	HOURLY	16.965	17.813	18.704	19.639	20.621	21.652
		MONTHLY	2941	3088	3242	3404	**3574**	3753
		ANNUAL	35288	37052	38905	40850	42892	45037
T10	NE	HOURLY	17.135	17.992	18.891	19.836	20.828	21.869
		MONTHLY	2970	3119	3274	3438	**3610**	3791
		ANNUAL	35640	37423	39294	41258	43321	45487
T11	NE	HOURLY	17.306	18.172	19.080	20.034	21.036	22.088
		MONTHLY	3000	3150	3307	3473	**3646**	3829
		ANNUAL	35997	37797	39687	41671	43754	45942
T12	NE	HOURLY	17.479	18.353	19.271	20.234	21.246	22.308
		MONTHLY	3030	3181	3340	3507	**3683**	3867
		ANNUAL	36357	38175	40083	42088	44192	46402
T13	NE	HOURLY	17.654	18.537	19.464	20.437	21.459	22.532
		MONTHLY	3060	3213	3374	3542	**3719**	3905
		ANNUAL	36720	38556	40484	42508	44634	46866
T14	NE	HOURLY	17.831	18.722	19.658	20.641	21.673	22.757
		MONTHLY	3091	3245	3407	3578	**3757**	3945
		ANNUAL	37088	38942	40889	42934	45080	47334
T15	NE	HOURLY	18.009	18.909	19.855	20.848	21.890	22.984
		MONTHLY	3122	3278	3442	3614	**3794**	3984
		ANNUAL	37459	39331	41298	43363	45531	47808
T16	NE	HOURLY	18.189	19.098	20.053	21.056	22.109	23.214
		MONTHLY	3153	3310	3476	3650	**3832**	4024
		ANNUAL	37833	39725	41711	43797	45986	48286
T17	NE	HOURLY	18.371	19.289	20.254	21.267	22.330	23.446
		MONTHLY	3184	3344	3511	3686	**3871**	4064
		ANNUAL	38211	40122	42128	44235	46446	48769

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T18	NE	HOURLY	18.555	19.482	20.456	21.479	22.553	23.681
		MONTHLY	3216	3377	3546	3723	**3909**	4105
		ANNUAL	38594	40523	42549	44677	46911	49256
T19	NE	HOURLY	18.740	19.677	20.661	21.694	22.779	23.918
		MONTHLY	3248	3411	3581	3760	**3948**	4146
		ANNUAL	38979	40928	42975	45124	47380	49749
T20	NE	HOURLY	18.928	19.874	20.868	21.911	23.007	24.157
		MONTHLY	3281	3445	3617	3798	**3988**	4187
		ANNUAL	39369	41338	43405	45575	47854	50246
T21	NE	HOURLY	19.117	20.073	21.076	22.130	23.237	24.398
		MONTHLY	3314	3479	3653	3836	**4028**	4229
		ANNUAL	39763	41751	43839	46031	48332	50749
T22	NE	HOURLY	19.308	20.273	21.287	22.351	23.469	24.642
		MONTHLY	3347	3514	3690	3874	**4068**	4271
		ANNUAL	40161	42169	44277	46491	48815	51256
T23	NE	HOURLY	19.501	20.476	21.500	22.575	23.704	24.889
		MONTHLY	3380	3549	3727	3913	**4109**	4314
		ANNUAL	40562	42590	44720	46956	49304	51769
T24	NE	HOURLY	19.696	20.681	21.715	22.801	23.941	25.138
		MONTHLY	3414	3585	3764	3952	**4150**	4357
		ANNUAL	40968	43016	45167	47425	49797	52286
T25	NE	HOURLY	19.893	20.888	21.932	23.029	24.180	25.389
		MONTHLY	3448	3621	3802	3992	**4191**	4401
		ANNUAL	41378	43446	45619	47900	50295	52809
T26	NE	HOURLY	20.092	21.097	22.151	23.259	24.422	25.643
		MONTHLY	3483	3657	3840	4032	**4233**	4445
		ANNUAL	41791	43881	46075	48379	50798	53337
T27	NE	HOURLY	20.293	21.308	22.373	23.492	24.666	25.899
		MONTHLY	3517	3693	3878	4072	**4275**	4489
		ANNUAL	42209	44320	46536	48862	51306	53871
T28	NE	HOURLY	20.496	21.521	22.597	23.726	24.913	26.158
		MONTHLY	3553	3730	3917	4113	**4318**	4534
		ANNUAL	42631	44763	47001	49351	51819	54410
T29	NE	HOURLY	20.701	21.736	22.823	23.964	25.162	26.420
		MONTHLY	3588	3768	3956	4154	**4361**	4579
		ANNUAL	43058	45210	47471	49845	52337	54954
T30	NE	HOURLY	20.908	21.953	23.051	24.203	25.414	26.684
		MONTHLY	3624	3805	3995	4195	**4405**	4625
		ANNUAL	43488	45663	47946	50343	52860	55503

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T31	NE	HOURLY	21.117	22.173	23.281	24.445	25.668	26.951
		MONTHLY	3660	3843	4035	4237	**4449**	4672
		ANNUAL	43923	46119	48425	50846	53389	56058
T32	NE	HOURLY	21.328	22.394	23.514	24.690	25.924	27.221
		MONTHLY	3697	3882	4076	4280	**4494**	4718
		ANNUAL	44362	46580	48909	51355	53923	56619
T33	NE	HOURLY	21.541	22.618	23.749	24.937	26.184	27.493
		MONTHLY	3734	3921	4117	4322	**4538**	4765
		ANNUAL	44806	47046	49399	51868	54462	57185
T34	NE	HOURLY	21.757	22.845	23.987	25.186	26.445	27.768
		MONTHLY	3771	3960	4158	4366	**4584**	4813
		ANNUAL	45254	47517	49893	52387	55006	57757
T35	NE	HOURLY	21.974	23.073	24.227	25.438	26.710	28.045
		MONTHLY	3809	3999	4199	4409	**4630**	4861
		ANNUAL	45707	47992	50391	52911	55557	58334
T36	NE	HOURLY	22.194	23.304	24.469	25.692	26.977	28.326
		MONTHLY	3847	4039	4241	4453	**4676**	4910
		ANNUAL	46164	48472	50895	53440	56112	58918
T37	NE	HOURLY	22.416	23.537	24.714	25.949	27.247	28.609
		MONTHLY	3885	4080	4284	4498	**4723**	4959
		ANNUAL	46625	48956	51404	53975	56673	59507
T38	NE	HOURLY	22.640	23.772	24.961	26.209	27.519	28.895
		MONTHLY	3924	4121	4327	4543	**4770**	5008
		ANNUAL	47091	49446	51918	54514	57240	60102
T39	NE	HOURLY	22.867	24.010	25.210	26.471	27.794	29.184
		MONTHLY	3964	4162	4370	4588	**4818**	5059
		ANNUAL	47562	49941	52438	55059	57812	60703
T40	NE	HOURLY	23.095	24.250	25.462	26.736	28.072	29.476
		MONTHLY	4003	4203	4413	4634	**4866**	5109
		ANNUAL	48038	50440	52962	55610	58390	61310
T41	NE	HOURLY	23.326	24.492	25.717	27.003	28.353	29.771
		MONTHLY	4043	4245	4458	4681	**4915**	5160
		ANNUAL	48518	50944	53492	56166	58974	61923
T42	NE	HOURLY	23.559	24.737	25.974	27.273	28.637	30.068
		MONTHLY	4084	4288	4502	4727	**4964**	5212
		ANNUAL	49004	51454	54026	56728	59564	62542
T43	NE	HOURLY	23.795	24.985	26.234	27.546	28.923	30.369
		MONTHLY	4124	4331	4547	4775	**5013**	5264
		ANNUAL	49494	51968	54567	57295	60160	63168

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T44	NE	HOURLY	24.033	25.235	26.496	27.821	29.212	30.673
		MONTHLY	4166	4374	4593	4822	**5063**	5317
		ANNUAL	49989	52488	55112	57868	60761	63799
T45	NE	HOURLY	24.273	25.487	26.761	28.099	29.504	30.980
		MONTHLY	4207	4418	4639	4871	**5114**	5370
		ANNUAL	50488	53013	55663	58447	61369	64437
T46	NE	HOURLY	24.516	25.742	27.029	28.380	29.799	31.289
		MONTHLY	4249	4462	4685	4919	**5165**	5423
		ANNUAL	50993	53543	56220	59031	61983	65082
T47	NE	HOURLY	24.761	25.999	27.299	28.664	30.097	31.602
		MONTHLY	4292	4507	4732	4968	**5217**	5478
		ANNUAL	51503	54078	56782	59621	62603	65733
T48	NE	HOURLY	25.009	26.259	27.572	28.951	30.398	31.918
		MONTHLY	4335	4552	4779	5018	**5269**	5532
		ANNUAL	52018	54619	57350	60218	63229	66390
T49	NE	HOURLY	25.259	26.522	27.848	29.240	30.702	32.237
		MONTHLY	4378	4597	4827	5068	**5322**	5588
		ANNUAL	52538	55165	57924	60820	63861	67054
T50	NE	HOURLY	25.511	26.787	28.126	29.533	31.009	32.560
		MONTHLY	4422	4643	4875	5119	**5375**	5644
		ANNUAL	53064	55717	58503	61428	64499	67724
T51	NE	HOURLY	25.767	27.055	28.408	29.828	31.319	32.885
		MONTHLY	4466	4690	4924	5170	**5429**	5700
		ANNUAL	53594	56274	59088	62042	65144	68402
T52	NE	HOURLY	26.024	27.325	28.692	30.126	31.633	33.214
		MONTHLY	4511	4736	4973	5222	**5483**	5757
		ANNUAL	54130	56837	59679	62663	65796	69086
T53	NE	HOURLY	26.284	27.599	28.979	30.428	31.949	33.546
		MONTHLY	4556	4784	5023	5274	**5538**	5815
		ANNUAL	54672	57405	60276	63289	66454	69777
T54	NE	HOURLY	26.547	27.875	29.268	30.732	32.268	33.882
		MONTHLY	4602	4832	5073	5327	**5593**	5873
		ANNUAL	55218	57979	60878	63922	67118	70474
T55	NE	HOURLY	26.813	28.153	29.561	31.039	32.591	34.221
		MONTHLY	4648	4880	5124	5380	**5649**	5932
		ANNUAL	55771	58559	61487	64561	67790	71179
T56	NE	HOURLY	27.081	28.435	29.857	31.350	32.917	34.563
		MONTHLY	4694	4929	5175	5434	**5706**	5991
		ANNUAL	56328	59145	62102	65207	68467	71891

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T57	NE	HOURLY	27.352	28.719	30.155	31.663	33.246	34.909
		MONTHLY	4741	4978	5227	5488	**5763**	6051
		ANNUAL	56892	59736	62723	65859	69152	72610
T58	NE	HOURLY	27.625	29.007	30.457	31.980	33.579	35.258
		MONTHLY	4788	5028	5279	5543	**5820**	6111
		ANNUAL	57461	60334	63350	66518	69844	73336
T59	NE	HOURLY	27.902	29.297	30.761	32.299	33.914	35.610
		MONTHLY	4836	5078	5332	5599	**5879**	6172
		ANNUAL	58035	60937	63984	67183	70542	74069
T60	NE	HOURLY	28.181	29.590	31.069	32.622	34.254	35.966
		MONTHLY	4885	5129	5385	5655	**5937**	6234
		ANNUAL	58615	61546	64624	67855	71248	74810
T61	NE	HOURLY	28.462	29.885	31.380	32.949	34.596	36.326
		MONTHLY	4933	5180	5439	5711	**5997**	6296
		ANNUAL	59202	62162	65270	68533	71960	75558
T62	NE	HOURLY	28.747	30.184	31.694	33.278	34.942	36.689
		MONTHLY	4983	5232	5494	5768	**6057**	6359
		ANNUAL	59794	62783	65923	69219	72680	76314
T63	NE	HOURLY	29.034	30.486	32.010	33.611	35.292	37.056
		MONTHLY	5033	5284	5548	5826	**6117**	6423
		ANNUAL	60392	63411	66582	69911	73406	77077
T64	NE	HOURLY	29.325	30.791	32.331	33.947	35.644	37.427
		MONTHLY	5083	5337	5604	5884	**6178**	6487
T65	NE	HOURLY	29.618	31.099	32.654	34.287	36.001	37.801
		MONTHLY	5134	5390	5660	5943	**6240**	6552
		ANNUAL	61605	64686	67920	71316	74882	78626
T66	NE	HOURLY	29.914	31.410	32.980	34.629	36.361	38.179
		MONTHLY	5185	5444	5717	6002	**6303**	6618
		ANNUAL	62222	65333	68599	72029	75631	79412
T67	NE	HOURLY	30.213	31.724	33.310	34.976	36.725	38.561
		MONTHLY	5237	5499	5774	6062	**6366**	6684
		ANNUAL	62844	65986	69285	72749	76387	80206
T68	NE	HOURLY	30.515	32.041	33.643	35.325	37.092	38.946
		MONTHLY	5289	5554	5832	6123	**6429**	6751
		ANNUAL	63472	66646	69978	73477	77151	81008
T69	NE	HOURLY	30.821	32.362	33.980	35.679	37.463	39.336
		MONTHLY	5342	5609	5890	6184	**6494**	6818
		ANNUAL	64107	67312	70678	74212	77922	81818

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T70	NE	HOURLY	31.129	32.685	34.320	36.036	37.837	39.729
		MONTHLY	5396	5665	5949	6246	**6558**	6886
		ANNUAL	64748	67985	71385	74954	78702	82637
T71	NE	HOURLY	31.440	33.012	34.663	36.396	38.216	40.126
		MONTHLY	5450	5722	6008	6309	**6624**	6955
		ANNUAL	65395	68665	72098	75703	79489	83463
T72	NE	HOURLY	31.755	33.342	35.009	36.760	38.598	40.528
		MONTHLY	5504	5779	6068	6372	**6690**	7025
		ANNUAL	66049	69352	72819	76460	80283	84298
T73	NE	HOURLY	32.072	33.676	35.359	37.127	38.984	40.933
		MONTHLY	5559	5837	6129	6435	**6757**	7095
		ANNUAL	66710	70045	73548	77225	81086	85141
T74	NE	HOURLY	32.393	34.012	35.713	37.499	39.374	41.342
		MONTHLY	5615	5895	6190	6500	**6825**	7166
		ANNUAL	67377	70746	74283	77997	81897	85992
T75	NE	HOURLY	32.717	34.353	36.070	37.874	39.767	41.756
		MONTHLY	5671	5954	6252	6565	**6893**	7238
		ANNUAL	68051	71453	75026	78777	82716	86852
T76	NE	HOURLY	33.044	34.696	36.431	38.252	40.165	42.173
		MONTHLY	5728	6014	6315	6630	**6962**	7310
		ANNUAL	68731	72168	75776	79565	83543	87720
T77	NE	HOURLY	33.374	35.043	36.795	38.635	40.567	42.595
		MONTHLY	5785	6074	6378	6697	**7032**	7383
		ANNUAL	69419	72890	76534	80361	84379	88598
T78	NE	HOURLY	33.708	35.393	37.163	39.021	40.972	43.021
		MONTHLY	5843	6135	6442	6764	**7102**	7457
		ANNUAL	70113	73618	77299	81164	85223	89484
T79	NE	HOURLY	34.045	35.747	37.535	39.412	41.382	43.451
		MONTHLY	5901	6196	6506	6831	**7173**	7532
		ANNUAL	70814	74355	78072	81976	86075	90378
T80	NE	HOURLY	34.386	36.105	37.910	39.806	41.796	43.886
		MONTHLY	5960	6258	6571	6900	**7245**	7607
		ANNUAL	71522	75098	78853	82796	86935	91282
T81	NE	HOURLY	34.729	36.466	38.289	40.204	42.214	44.325
		MONTHLY	6020	6321	6637	6969	**7317**	7683
		ANNUAL	72237	75849	79642	83624	87805	92195
T82	NE	HOURLY	35.077	36.831	38.672	40.606	42.636	44.768
		MONTHLY	6080	6384	6703	7038	**7390**	7760
		ANNUAL	72960	76608	80438	84460	88683	93117

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T83	NE	HOURLY	35.428	37.199	39.059	41.012	43.062	45.215
		MONTHLY	6141	6448	6770	7109	**7464**	7837
		ANNUAL	73689	77374	81242	85304	89570	94048
T84	NE	HOURLY	35.782	37.571	39.449	41.422	43.493	45.668
		MONTHLY	6202	6512	6838	7180	**7539**	7916
		ANNUAL	74426	78147	82055	86158	90465	94989
T85	NE	HOURLY	36.140	37.947	39.844	41.836	43.928	46.124
		MONTHLY	6264	6577	6906	7252	**7614**	7995
		ANNUAL	75170	78929	82875	87019	91370	95939
T86	NE	HOURLY	36.501	38.326	40.242	42.254	44.367	46.586
		MONTHLY	6327	6643	6975	7324	**7690**	8075
		ANNUAL	75922	79718	83704	87889	92284	96898
T87	NE	HOURLY	36.866	38.709	40.645	42.677	44.811	47.051
		MONTHLY	6390	6710	7045	7397	**7767**	8156
		ANNUAL	76681	80515	84541	88768	93207	97867
T88	NE	HOURLY	37.235	39.096	41.051	43.104	45.259	47.522
		MONTHLY	6454	6777	7116	7471	**7845**	8237
		ANNUAL	77448	81321	85387	89656	94139	98846
T89	NE	HOURLY	37.607	39.487	41.462	43.535	45.712	47.997
		MONTHLY	6519	6844	7187	7546	**7923**	8320
		ANNUAL	78223	82134	86240	90552	95080	99834
T90	NE	HOURLY	37.983	39.882	41.876	43.970	46.169	48.477
		MONTHLY	6584	6913	7259	7621	**8003**	8403
		ANNUAL	79005	82955	87103	91458	96031	100832
T91	NE	HOURLY	38.363	40.281	42.295	44.410	46.630	48.962
		MONTHLY	6650	6982	7331	7698	**8083**	8487
		ANNUAL	79795	83785	87974	92373	96991	101841
T92	NE	HOURLY	38.747	40.684	42.718	44.854	47.097	49.452
		MONTHLY	6716	7052	7404	7775	**8163**	8572
		ANNUAL	80593	84622	88854	93296	97961	102859
T93	NE	HOURLY	39.134	41.091	43.145	45.303	47.568	49.946
		MONTHLY	6783	7122	7479	7852	**8245**	8657
		ANNUAL	81399	85469	89742	94229	98941	103888
T94	NE	HOURLY	39.525	41.502	43.577	45.756	48.043	50.445
		MONTHLY	6851	7194	7553	7931	**8328**	8744
		ANNUAL	82213	86323	90640	95172	99930	104927
T95	NE	HOURLY	39.921	41.917	44.012	46.213	48.524	50.950
		MONTHLY	6920	7266	7629	8010	**8411**	8831
		ANNUAL	83035	87187	91546	96123	100929	105976

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T96	NE	HOURLY	40.320	42.336	44.453	46.675	49.009	51.459
		MONTHLY	6989	7338	7705	8090	**8495**	8920
		ANNUAL	83865	88058	92461	97084	101939	107036
T97	NE	HOURLY	40.723	42.759	44.897	47.142	49.499	51.974
		MONTHLY	7059	7412	7782	8171	**8580**	9009
		ANNUAL	84704	88939	93386	98055	102958	108106
T98	NE	HOURLY	41.130	43.187	45.346	47.613	49.994	52.494
		MONTHLY	7129	7486	7860	8253	**8666**	9099
		ANNUAL	85551	89828	94320	99036	103988	109187
T99	NE	HOURLY	41.542	43.619	45.800	48.090	50.494	53.019
		MONTHLY	7201	7561	7939	8336	**8752**	9190
		ANNUAL	86406	90727	95263	100026	105028	110279
T100	NE	HOURLY	41.957	44.055	46.258	48.570	50.999	53.549
		MONTHLY	7273	7636	8018	8419	**8840**	9282
		ANNUAL	87270	91634	96216	101026	106078	111382

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS10	NE	HOURLY	16.265	17.078	17.932	18.829	19.770	20.759
		MONTHLY	2819	2960	3108	3264	**3426.83**	3598
		ANNUAL	33831	35523	37299	39164	41122	43178
CS11	NE	HOURLY	16.428	17.249	18.111	19.017	19.968	20.966
		MONTHLY	2847	2990	3139	3296	**3461**	3634
		ANNUAL	34169	35878	37672	39555	41533	43610
CS12	NE	HOURLY	16.592	17.421	18.293	19.207	20.168	21.176
		MONTHLY	2876	3020	3171	3329	**3496**	3670
		ANNUAL	34511	36237	38049	39951	41949	44046
CS13	NE	HOURLY	16.758	17.596	18.475	19.399	20.369	21.388
		MONTHLY	2905	3050	3202	3363	**3531**	3707
		ANNUAL	34856	36599	38429	40350	42368	44486
CS14	NE	HOURLY	16.925	17.772	18.660	19.593	20.573	21.602
		MONTHLY	2934	3080	3234	3396	**3566**	3744
		ANNUAL	35205	36965	38813	40754	42792	44931
CS15	NE	HOURLY	17.095	17.949	18.847	19.789	20.779	21.818
		MONTHLY	2963	3111	3267	3430	**3602**	3782
		ANNUAL	35557	37335	39201	41162	43220	45381
CS16	NE	HOURLY	17.266	18.129	19.035	19.987	20.986	22.036
		MONTHLY	2993	3142	3299	3464	**3638**	3820
		ANNUAL	35912	37708	39593	41573	43652	45834
CS17	NE	HOURLY	17.438	18.310	19.226	20.187	21.196	22.256
		MONTHLY	3023	3174	3332	3499	**3674**	3858
		ANNUAL	36272	38085	39989	41989	44088	46293
CS18	NE	HOURLY	17.613	18.493	19.418	20.389	21.408	22.479
		MONTHLY	3053	3205	3366	3534	**3711**	3896
		ANNUAL	36634	38466	40389	42409	44529	46756
CS19	NE	HOURLY	17.789	18.678	19.612	20.593	21.622	22.703
		MONTHLY	3083	3238	3399	3569	**3748**	3935
		ANNUAL	37001	38851	40793	42833	44974	47223
CS20	NE	HOURLY	17.967	18.865	19.808	20.799	21.839	22.930
		MONTHLY	3114	3270	3433	3605	**3785**	3975
		ANNUAL	37371	39239	41201	43261	45424	47695
CS21	NE	HOURLY	18.146	19.054	20.006	21.007	22.057	23.160
		MONTHLY	3145	3303	3468	3641	**3823**	4014
		ANNUAL	37744	39632	41613	43694	45878	48172
CS22	NE	HOURLY	18.328	19.244	20.206	21.217	22.278	23.391
		MONTHLY	3177	3336	3502	3678	**3861**	4055
		ANNUAL	38122	40028	42029	44131	46337	48654

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS23	NE	HOURLY	18.511	19.437	20.408	21.429	22.500	23.625
		MONTHLY	3209	3369	3537	3714	**3900**	4095
		ANNUAL	38503	40428	42450	44572	46801	49141
CS24	NE	HOURLY	18.696	19.631	20.613	21.643	22.725	23.862
		MONTHLY	3241	3403	3573	3751	**3939**	4136
		ANNUAL	38888	40832	42874	45018	47269	49632
CS25	NE	HOURLY	18.883	19.827	20.819	21.860	22.953	24.100
		MONTHLY	3273	3437	3609	3789	**3978**	4177
		ANNUAL	39277	41241	43303	45468	47741	50128
CS26	NE	HOURLY	19.072	20.026	21.027	22.078	23.182	24.341
		MONTHLY	3306	3471	3645	3827	**4018**	4219
		ANNUAL	39670	41653	43736	45923	48219	50630
CS27	NE	HOURLY	19.263	20.226	21.237	22.299	23.414	24.585
		MONTHLY	3339	3506	3681	3865	**4058**	4261
		ANNUAL	40066	42070	44173	46382	48701	51136
CS28	NE	HOURLY	19.455	20.428	21.449	22.522	23.648	24.830
		MONTHLY	3372	3541	3718	3904	**4099**	4304
		ANNUAL	40467	42490	44615	46846	49188	51647
CS29	NE	HOURLY	19.650	20.632	21.664	22.747	23.885	25.079
		MONTHLY	3406	3576	3755	3943	**4140**	4347
		ANNUAL	40872	42915	45061	47314	49680	52164
CS30	NE	HOURLY	19.846	20.839	21.881	22.975	24.123	25.330
		MONTHLY	3440	3612	3793	3982	**4181**	4390
		ANNUAL	41280	43344	45512	47787	50177	52685
CS31	NE	HOURLY	20.045	21.047	22.099	23.204	24.365	25.583
		MONTHLY	3474	3648	3831	4022	**4223**	4434
		ANNUAL	41693	43778	45967	48265	50678	53212
CS32	NE	HOURLY	20.245	21.258	22.320	23.436	24.608	25.839
		MONTHLY	3509	3685	3869	4062	**4265**	4479
		ANNUAL	42110	44216	46426	48748	51185	53744
CS33	NE	HOURLY	20.448	21.470	22.544	23.671	24.854	26.097
		MONTHLY	3544	3721	3908	4103	**4308**	4523
		ANNUAL	42531	44658	46891	49235	51697	54282
CS34	NE	HOURLY	20.652	21.685	22.769	23.907	25.103	26.358
		MONTHLY	3580	3759	3947	4144	**4351**	4569
		ANNUAL	42957	45104	47360	49728	52214	54825
CS35	NE	HOURLY	20.859	21.902	22.997	24.147	25.354	26.622
		MONTHLY	3616	3796	3986	4185	**4395**	4614
		ANNUAL	43386	45555	47833	50225	52736	55373

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS36	NE	HOURLY	21.067	22.121	23.227	24.388	25.607	26.888
		MONTHLY	3652	3834	4026	4227	**4439**	4661
		ANNUAL	43820	46011	48312	50727	53263	55927
CS37	NE	HOURLY	21.278	22.342	23.459	24.632	25.864	27.157
		MONTHLY	3688	3873	4066	4270	**4483**	4707
		ANNUAL	44258	46471	48795	51234	53796	56486
CS38	NE	HOURLY	21.491	22.565	23.694	24.878	26.122	27.428
		MONTHLY	3725	3911	4107	4312	**4528**	4754
		ANNUAL	44701	46936	49283	51747	54334	57051
CS39	NE	HOURLY	21.706	22.791	23.930	25.127	26.383	27.703
		MONTHLY	3762	3950	4148	4355	**4573**	4802
		ANNUAL	45148	47405	49775	52264	54877	57621
CS40	NE	HOURLY	21.923	23.019	24.170	25.378	26.647	27.980
		MONTHLY	3800	3990	4189	4399	**4619**	4850
		ANNUAL	45599	47879	50273	52787	55426	58197
CS41	NE	HOURLY	22.142	23.249	24.411	25.632	26.914	28.259
		MONTHLY	3838	4030	4231	4443	**4665**	4898
		ANNUAL	46055	48358	50776	53315	55980	58779
CS42	NE	HOURLY	22.363	23.482	24.656	25.888	27.183	28.542
		MONTHLY	3876	4070	4274	4487	**4712**	4947
		ANNUAL	46516	48842	51284	53848	56540	59367
CS43	NE	HOURLY	22.587	23.716	24.902	26.147	27.455	28.827
		MONTHLY	3915	4111	4316	4532	**4759**	4997
		ANNUAL	46981	49330	51797	54386	57106	59961
CS44	NE	HOURLY	22.813	23.954	25.151	26.409	27.729	29.116
		MONTHLY	3954	4152	4360	4578	**4806**	5047
		ANNUAL	47451	49823	52314	54930	57677	60561
CS45	NE	HOURLY	23.041	24.193	25.403	26.673	28.006	29.407
		MONTHLY	3994	4193	4403	4623	**4854**	5097
		ANNUAL	47925	50322	52838	55480	58253	61166
CS46	NE	HOURLY	23.271	24.435	25.657	26.940	28.287	29.701
		MONTHLY	4034	4235	4447	4670	**4903**	5148
		ANNUAL	48405	50825	53366	56034	58836	61778
CS47	NE	HOURLY	23.504	24.679	25.913	27.209	28.569	29.998
		MONTHLY	4074	4278	4492	4716	**4952**	5200
		ANNUAL	48889	51333	53900	56595	59424	62396
CS48	NE	HOURLY	23.739	24.926	26.172	27.481	28.855	30.298
		MONTHLY	4115	4321	4537	4763	**5002**	5252
		ANNUAL	49377	51846	54439	57161	60019	63020

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS49	NE	HOURLY	23.977	25.175	26.434	27.756	29.144	30.601
		MONTHLY	4156	4364	4582	4811	**5052**	5304
		ANNUAL	49871	52365	54983	57732	60619	63650
CS50	NE	HOURLY	24.216	25.427	26.698	28.033	29.435	30.907
		MONTHLY	4197	4407	4628	4859	**5102**	5357
		ANNUAL	50370	52888	55533	58310	61225	64286
CS51	NE	HOURLY	24.458	25.681	26.965	28.314	29.729	31.216
		MONTHLY	4239	4451	4674	4908	**5153**	5411
		ANNUAL	50874	53417	56088	58893	61837	64929
CS52	NE	HOURLY	24.703	25.938	27.235	28.597	30.027	31.528
		MONTHLY	4282	4496	4721	4957	**5205**	5465
		ANNUAL	51382	53952	56649	59482	62456	65578
CS53	NE	HOURLY	24.950	26.198	27.507	28.883	30.327	31.843
		MONTHLY	4325	4541	4768	5006	**5257**	5520
		ANNUAL	51896	54491	57216	60076	63080	66234
CS54	NE	HOURLY	25.200	26.460	27.783	29.172	30.630	32.162
		MONTHLY	4368	4586	4816	5056	**5309**	5575
		ANNUAL	52415	55036	57788	60677	63711	66897
CS55	NE	HOURLY	25.452	26.724	28.060	29.463	30.937	32.483
		MONTHLY	4412	4632	4864	5107	**5362**	5630
		ANNUAL	52939	55586	58366	61284	64348	67565
CS56	NE	HOURLY	25.706	26.991	28.341	29.758	31.246	32.808
		MONTHLY	4456	4679	4912	5158	**5416**	5687
		ANNUAL	53469	56142	58949	61897	64992	68241
CS57	NE	HOURLY	25.963	27.261	28.624	30.056	31.558	33.136
		MONTHLY	4500	4725	4962	5210	**5470**	5744
		ANNUAL	54003	56704	59539	62516	65641	68924
CS58	NE	HOURLY	26.223	27.534	28.911	30.356	31.874	33.468
		MONTHLY	4545	4773	5011	5262	**5525**	5801
		ANNUAL	54543	57271	60134	63141	66298	69613
CS59	NE	HOURLY	26.485	27.809	29.200	30.660	32.193	33.802
		MONTHLY	4591	4820	5061	5314	**5580**	5859
		ANNUAL	55089	57843	60735	63772	66961	70309
CS60	NE	HOURLY	26.750	28.087	29.492	30.966	32.515	34.140
		MONTHLY	4637	4868	5112	5367	**5636**	5918
		ANNUAL	55640	58422	61343	64410	67630	71012
CS61	NE	HOURLY	27.017	28.368	29.787	31.276	32.840	34.482
		MONTHLY	4683	4917	5163	5421	**5692**	5977
		ANNUAL	56196	59006	61956	65054	68307	71722

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS62	NE	HOURLY	27.288	28.652	30.085	31.589	33.168	34.827
		MONTHLY	4730	4966	5215	5475	**5749**	6037
		ANNUAL	56758	59596	62576	65705	68990	72439
CS63	NE	HOURLY	27.560	28.938	30.385	31.905	33.500	35.175
		MONTHLY	4777	5016	5267	5530	**5807**	6097
		ANNUAL	57326	60192	63202	66362	69680	73164
CS64	NE	HOURLY	27.836	29.228	30.689	32.224	33.835	35.527
		MONTHLY	4825	5066	5319	5585	**5865**	6158
		ANNUAL	57899	60794	63834	67025	70377	73895
CS65	NE	HOURLY	28.114	29.520	30.996	32.546	34.173	35.882
		MONTHLY	4873	5117	5373	5641	**5923**	6220
		ANNUAL	58478	61402	64472	67696	71080	74634
CS66	NE	HOURLY	28.396	29.815	31.306	32.871	34.515	36.241
		MONTHLY	4922	5168	5426	5698	**5983**	6282
		ANNUAL	59063	62016	65117	68372	71791	75381
CS67	NE	HOURLY	28.680	30.113	31.619	33.200	34.860	36.603
		MONTHLY	4971	5220	5481	5755	**6042**	6345
		ANNUAL	59653	62636	65768	69056	72509	76134
CS68	NE	HOURLY	28.966	30.415	31.935	33.532	35.209	36.969
		MONTHLY	5021	5272	5535	5812	**6103**	6408
		ANNUAL	60250	63262	66426	69747	73234	76896
CS69	NE	HOURLY	29.256	30.719	32.255	33.867	35.561	37.339
		MONTHLY	5071	5325	5591	5870	**6164**	6472
		ANNUAL	60852	63895	67090	70444	73966	77665
CS70	NE	HOURLY	29.549	31.026	32.577	34.206	35.916	37.712
		MONTHLY	5122	5378	5647	5929	**6226**	6537
		ANNUAL	61461	64534	67761	71149	74706	78441
CS71	NE	HOURLY	29.844	31.336	32.903	34.548	36.276	38.089
		MONTHLY	5173	5432	5703	5988	**6288**	6602
		ANNUAL	62076	65179	68438	71860	75453	79226
CS72	NE	HOURLY	30.142	31.650	33.232	34.894	36.638	38.470
		MONTHLY	5225	5486	5760	6048	**6351**	6668
		ANNUAL	62696	65831	69123	72579	76208	80018
CS73	NE	HOURLY	30.444	31.966	33.564	35.243	37.005	38.855
		MONTHLY	5277	5541	5818	6109	**6414**	6735
		ANNUAL	63323	66489	69814	73305	76970	80818
CS74	NE	HOURLY	30.748	32.286	33.900	35.595	37.375	39.243
		MONTHLY	5330	5596	5876	6170	**6478**	6802
		ANNUAL	63956	67154	70512	74038	77739	81626

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS75	NE	HOURLY	31.056	32.609	34.239	35.951	37.749	39.636
		MONTHLY	5383	5652	5935	6231	**6543**	6870
		ANNUAL	64596	67826	71217	74778	78517	82443
CS76	NE	HOURLY	31.366	32.935	34.581	36.310	38.126	40.032
		MONTHLY	5437	5709	5994	6294	**6609**	6939
		ANNUAL	65242	68504	71929	75526	79302	83267
CS77	NE	HOURLY	31.680	33.264	34.927	36.674	38.507	40.433
		MONTHLY	5491	5766	6054	6357	**6675**	7008
		ANNUAL	65894	69189	72649	76281	80095	84100
CS78	NE	HOURLY	31.997	33.597	35.276	37.040	38.892	40.837
		MONTHLY	5546	5823	6115	6420	**6741**	7078
		ANNUAL	66553	69881	73375	77044	80896	84941
CS79	NE	HOURLY	32.317	33.933	35.629	37.411	39.281	41.245
		MONTHLY	5602	5882	6176	6485	**6809**	7149
		ANNUAL	67219	70580	74109	77814	81705	85790
CS80	NE	HOURLY	32.640	34.272	35.986	37.785	39.674	41.658
		MONTHLY	5658	5940	6237	6549	**6877**	7221
		ANNUAL	67891	71286	74850	78592	82522	86648
CS81	NE	HOURLY	32.966	34.615	36.345	38.163	40.071	42.074
		MONTHLY	5714	6000	6300	6615	**6946**	7293
		ANNUAL	68570	71998	75598	79378	83347	87515
CS82	NE	HOURLY	33.296	34.961	36.709	38.544	40.472	42.495
		MONTHLY	5771	6060	6363	6681	**7015**	7366
		ANNUAL	69256	72718	76354	80172	84181	88390
CS83	NE	HOURLY	33.629	35.310	37.076	38.930	40.876	42.920
		MONTHLY	5829	6120	6426	6748	**7085**	7439
		ANNUAL	69948	73446	77118	80974	85023	89274
CS84	NE	HOURLY	33.965	35.664	37.447	39.319	41.285	43.349
		MONTHLY	5887	6182	6491	6815	**7156**	7514
		ANNUAL	70648	74180	77889	81784	85873	90166
CS85	NE	HOURLY	34.305	36.020	37.821	39.712	41.698	43.783
		MONTHLY	5946	6243	6556	6883	**7228**	7589
		ANNUAL	71354	74922	78668	82601	86731	91068
CS86	NE	HOURLY	34.648	36.380	38.199	40.109	42.115	44.221
		MONTHLY	6006	6306	6621	6952	**7300**	7665
		ANNUAL	72068	75671	79455	83427	87599	91979
CS87	NE	HOURLY	34.994	36.744	38.581	40.510	42.536	44.663
		MONTHLY	6066	6369	6687	7022	**7373**	7742
		ANNUAL	72788	76428	80249	84262	88475	92899

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS88	NE	HOURLY	35.344	37.112	38.967	40.916	42.961	45.109
		MONTHLY	6126	6433	6754	7092	**7447**	7819
		ANNUAL	73516	77192	81052	85104	89360	93828
CS89	NE	HOURLY	35.698	37.483	39.357	41.325	43.391	45.560
		MONTHLY	6188	6497	6822	7163	**7521**	7897
		ANNUAL	74251	77964	81862	85955	90253	94766
CS90	NE	HOURLY	36.055	37.858	39.750	41.738	43.825	46.016
		MONTHLY	6249	6562	6890	7235	**7596**	7976
		ANNUAL	74994	78744	82681	86815	91156	95713

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
MM27	E	HOURLY	28.255	29.668	31.151	32.709	34.344	36.061
		MONTHLY	4898	5142	5400	5670	**5953**	6251
		ANNUAL	58771	61709	64795	68034	71436	75008
MM28	E	HOURLY	28.538	29.965	31.463	33.036	34.688	36.422
		MONTHLY	4947	5194	5454	5726	**6013**	6313
		ANNUAL	59358	62326	65443	68715	72150	75758
MM29	E	HOURLY	28.823	30.264	31.777	33.366	35.035	36.786
		MONTHLY	4996	5246	5508	5783	**6073**	6376
		ANNUAL	59952	62949	66097	69402	72872	76515
MM30	E	HOURLY	29.111	30.567	32.095	33.700	35.385	37.154
		MONTHLY	5046	5298	5563	5841	**6133**	6440
		ANNUAL	60551	63579	66758	70096	73601	77281
MM31	E	HOURLY	29.402	30.872	32.416	34.037	35.739	37.526
		MONTHLY	5096	5351	5619	5900	**6195**	6504
		ANNUAL	61157	64215	67425	70797	74337	78053
MM32	E	HOURLY	29.696	31.181	32.740	34.377	36.096	37.901
		MONTHLY	5147	5405	5675	5959	**6257**	6569
		ANNUAL	61768	64857	68100	71505	75080	78834
MM33	E	HOURLY	29.993	31.493	33.068	34.721	36.457	38.280
		MONTHLY	5199	5459	5732	6018	**6319**	6635
		ANNUAL	62386	65505	68781	72220	75831	79622
MM34	E	HOURLY	30.293	31.808	33.398	35.068	36.822	38.663
		MONTHLY	5251	5513	5789	6078	**6382**	6702
		ANNUAL	63010	66161	69469	72942	76589	80419
MM35	E	HOURLY	30.596	32.126	33.732	35.419	37.190	39.049
		MONTHLY	5303	5569	5847	6139	**6446**	6769
		ANNUAL	63640	66822	70163	73671	77355	81223
MM36	E	HOURLY	30.902	32.447	34.070	35.773	37.562	39.440
		MONTHLY	5356	5624	5905	6201	**6511**	6836
		ANNUAL	64277	67490	70865	74408	78129	82035
MM37	E	HOURLY	31.211	32.772	34.410	36.131	37.937	39.834
		MONTHLY	5410	5680	5964	6263	**6576**	6905
		ANNUAL	64919	68165	71574	75152	78910	82855
MM38	E	HOURLY	31.523	33.099	34.754	36.492	38.317	40.233
		MONTHLY	5464	5737	6024	6325	**6642**	6974
		ANNUAL	65568	68847	72289	75904	79699	83684
MM39	E	HOURLY	31.839	33.430	35.102	36.857	38.700	40.635
		MONTHLY	5519	5795	6084	6389	**6708**	7043
		ANNUAL	66224	69535	73012	76663	80496	84521
MM40	E	HOURLY	32.157	33.765	35.453	37.226	39.087	41.041
		MONTHLY	5574	5853	6145	6452	**6775**	7114
		ANNUAL	66886	70231	73742	77429	81301	85366
MM41	E	HOURLY	32.478	34.102	35.808	37.598	39.478	41.452
		MONTHLY	5630	5911	6207	6517	**6843**	7185
		ANNUAL	67555	70933	74480	78204	82114	86220
MM42	E	HOURLY	32.803	34.443	36.166	37.974	39.873	41.866
		MONTHLY	5686	5970	6269	6582	**6911**	7257
		ANNUAL	68231	71642	75224	78986	82935	87082
MM43	E	HOURLY	33.131	34.788	36.527	38.354	40.271	42.285
		MONTHLY	5743	6030	6331	6648	**6980**	7329
		ANNUAL	68913	72359	75977	79776	83764	87953

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
MM44	E	HOURLY	33.463	35.136	36.893	38.737	40.674	42.708
		MONTHLY	5800	6090	6395	6714	**7050**	7403
		ANNUAL	69602	73082	76736	80573	84602	88832
MM45	E	HOURLY	33.797	35.487	37.261	39.125	41.081	43.135
		MONTHLY	5858	6151	6459	6782	**7121**	7477
		ANNUAL	70298	73813	77504	81379	85448	89720
MM46	E	HOURLY	34.135	35.842	37.634	39.516	41.492	43.566
		MONTHLY	5917	6213	6523	6849	**7192**	7551
		ANNUAL	71001	74551	78279	82193	86302	90618
MM47	E	HOURLY	34.477	36.200	38.010	39.911	41.906	44.002
		MONTHLY	5976	6275	6588	6918	**7264**	7627
		ANNUAL	71711	75297	79062	83015	87165	91524
MM48	E	HOURLY	34.821	36.562	38.391	40.310	42.326	44.442
		MONTHLY	6036	6337	6654	6987	**7336**	7703
		ANNUAL	72428	76050	79852	83845	88037	92439
MM49	E	HOURLY	35.170	36.928	38.774	40.713	42.749	44.886
		MONTHLY	6096	6401	6721	7057	**7410**	7780
		ANNUAL	73153	76810	80651	84683	88918	93363
MM50	E	HOURLY	35.521	37.297	39.162	41.120	43.176	45.335
		MONTHLY	6157	6465	6788	7128	**7484**	7858
		ANNUAL	73884	77578	81457	85530	89807	94297
MM51	E	HOURLY	35.876	37.670	39.554	41.531	43.608	45.788
		MONTHLY	6219	6530	6856	7199	**7559**	7937
		ANNUAL	74623	78354	82272	86385	90705	95240
MM52	E	HOURLY	36.235	38.047	39.949	41.947	44.044	46.246
		MONTHLY	6281	6595	6925	7271	**7634**	8016
		ANNUAL	75369	79138	83095	87249	91612	96192
MM53	E	HOURLY	36.598	38.427	40.349	42.366	44.485	46.709
		MONTHLY	6344	6661	6994	7343	**7711**	8096
		ANNUAL	76123	79929	83926	88122	92528	97154
MM54	E	HOURLY	36.964	38.812	40.752	42.790	44.929	47.176
		MONTHLY	6407	6727	7064	7417	**7788**	8177
		ANNUAL	76884	80728	84765	89003	93453	98126
MM55	E	HOURLY	37.333	39.200	41.160	43.218	45.379	47.648
		MONTHLY	6471	6795	7134	7491	**7866**	8259
		ANNUAL	77653	81536	85612	89893	94388	99107
MM56	E	HOURLY	37.707	39.592	41.571	43.650	45.833	48.124
		MONTHLY	6536	6863	7206	7566	**7944**	8342
		ANNUAL	78430	82351	86469	90792	95332	100098
MM57	E	HOURLY	38.084	39.988	41.987	44.087	46.291	48.605
		MONTHLY	6601	6931	7278	7642	**8024**	8425
		ANNUAL	79214	83175	87333	91700	96285	101099
MM58	E	HOURLY	38.464	40.388	42.407	44.527	46.754	49.091
		MONTHLY	6667	7001	7351	7718	**8104**	8509
		ANNUAL	80006	84006	88207	92617	97248	102110
MM59	E	HOURLY	38.849	40.792	42.831	44.973	47.221	49.582
		MONTHLY	6734	7071	7424	7795	**8185**	8594
		ANNUAL	80806	84846	89089	93543	98220	103131
MM60	E	HOURLY	39.238	41.199	43.259	45.422	47.693	50.078
		MONTHLY	6801	7141	7498	7873	**8267**	8680
		ANNUAL	81614	85695	89980	94479	99202	104163

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
MM61	E	HOURLY	39.630	41.611	43.692	45.877	48.170	50.579
		MONTHLY	6869	7213	7573	7952	**8350**	8767
		ANNUAL	82430	86552	90879	95423	100194	105204
MM62	E	HOURLY	40.026	42.028	44.129	46.335	48.652	51.085
		MONTHLY	6938	7285	7649	8031	**8433**	8855
		ANNUAL	83255	87417	91788	96378	101196	106256
MM63	E	HOURLY	40.426	42.448	44.570	46.799	49.139	51.596
		MONTHLY	7007	7358	7726	8112	**8517**	8943
		ANNUAL	84087	88291	92706	97341	102208	107319
MM64	E	HOURLY	40.831	42.872	45.016	47.267	49.630	52.112
		MONTHLY	7077	7431	7803	8193	**8603**	9033
		ANNUAL	84928	89174	93633	98315	103230	108392
MM65	E	HOURLY	41.239	43.301	45.466	47.739	50.126	52.633
		MONTHLY	7148	7506	7881	8275	**8689**	9123
		ANNUAL	85777	90066	94569	99298	104263	109476
MM66	E	HOURLY	41.651	43.734	45.921	48.217	50.628	53.159
		MONTHLY	7220	7581	7960	8358	**8775**	9214
		ANNUAL	86635	90967	95515	100291	105305	110571
MM67	E	HOURLY	42.068	44.171	46.380	48.699	51.134	53.691
		MONTHLY	7292	7656	8039	8441	**8863**	9306
		ANNUAL	87501	91876	96470	101294	106358	111676
MM68	E	HOURLY	42.489	44.613	46.844	49.186	51.645	54.227
		MONTHLY	7365	7733	8120	8526	**8952**	9399
		ANNUAL	88376	92795	97435	102307	107422	112793
MM69	E	HOURLY	42.914	45.059	47.312	49.678	52.162	54.770
		MONTHLY	7438	7810	8201	8611	**9041**	9493
		ANNUAL	89260	93723	98409	103330	108496	113921
MM70	E	HOURLY	43.343	45.510	47.785	50.175	52.683	55.317
		MONTHLY	7513	7888	8283	8697	**9132**	9588
		ANNUAL	90153	94660	99393	104363	109581	115060
MM71	E	HOURLY	43.776	45.965	48.263	50.676	53.210	55.871
		MONTHLY	7588	7967	8366	8784	**9223**	9684
		ANNUAL	91054	95607	100387	105407	110677	116211
MM72	E	HOURLY	44.214	46.425	48.746	51.183	53.742	56.429
		MONTHLY	7664	8047	8449	8872	**9315**	9781
		ANNUAL	91965	96563	101391	106461	111784	117373
MM73	E	HOURLY	44.656	46.889	49.233	51.695	54.280	56.994
		MONTHLY	7740	8127	8534	8960	**9408**	9879
		ANNUAL	92884	97529	102405	107525	112902	118547
MM74	E	HOURLY	45.103	47.358	49.726	52.212	54.822	57.564
		MONTHLY	7818	8209	8619	9050	**9503**	9978
		ANNUAL	93813	98504	103429	108601	114031	119732
MM75	E	HOURLY	45.554	47.831	50.223	52.734	55.371	58.139
		MONTHLY	7896	8291	8705	9141	**9598**	10077
		ANNUAL	94751	99489	104463	109687	115171	120930
MM76	E	HOURLY	46.009	48.310	50.725	53.261	55.924	58.721
		MONTHLY	7975	8374	8792	9232	**9694**	10178
		ANNUAL	95699	100484	105508	110784	116323	122139
MM77	E	HOURLY	46.469	48.793	51.232	53.794	56.484	59.308
		MONTHLY	8055	8457	8880	9324	**9790**	10280
		ANNUAL	96656	101489	106563	111891	117486	123360

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
MM78	E	HOURLY	46.934	49.281	51.745	54.332	57.048	59.901
		MONTHLY	8135	8542	8969	9418	**9888**	10383
		ANNUAL	97623	102504	107629	113010	118661	124594
MM79	E	HOURLY	47.403	49.773	52.262	54.875	57.619	60.500
		MONTHLY	8217	8627	9059	9512	**9987**	10487
		ANNUAL	98599	103529	108705	114140	119847	125840
MM80	E	HOURLY	47.877	50.271	52.785	55.424	58.195	61.105
		MONTHLY	8299	8714	9149	9607	**10087**	10592
		ANNUAL	99585	104564	109792	115282	121046	127098
MM81	E	HOURLY	48.356	50.774	53.313	55.978	58.777	61.716
		MONTHLY	8382	8801	9241	9703	**10188**	10697
		ANNUAL	100581	105610	110890	116435	122256	128369
MM82	E	HOURLY	48.840	51.282	53.846	56.538	59.365	62.333
		MONTHLY	8466	8889	9333	9800	**10290**	10804
		ANNUAL	101586	106666	111999	117599	123479	129653
MM83	E	HOURLY	49.328	51.794	54.384	57.103	59.958	62.956
		MONTHLY	8550	8978	9427	9898	**10393**	10912
		ANNUAL	102602	107732	113119	118775	124714	130949
MM84	E	HOURLY	49.821	52.312	54.928	57.674	60.558	63.586
		MONTHLY	8636	9067	9521	9997	**10497**	11022
		ANNUAL	103628	108810	114250	119963	125961	132259
MM85	E	HOURLY	50.319	52.835	55.477	58.251	61.164	64.222
		MONTHLY	8722	9158	9616	10097	**10602**	11132
		ANNUAL	104665	109898	115393	121162	127220	133581
MM86	E	HOURLY	50.823	53.364	56.032	58.834	61.775	64.864
		MONTHLY	8809	9250	9712	10198	**10708**	11243
		ANNUAL	105711	110997	116547	122374	128493	134917
MM87	E	HOURLY	51.331	53.897	56.592	59.422	62.393	65.513
		MONTHLY	8897	9342	9809	10300	**10815**	11356
		ANNUAL	106768	112107	117712	123598	129778	136266
MM88	E	HOURLY	51.844	54.436	57.158	60.016	63.017	66.168
		MONTHLY	8986	9436	9907	10403	**10923**	11469
		ANNUAL	107836	113228	118889	124834	131075	137629
MM89	E	HOURLY	52.363	54.981	57.730	60.616	63.647	66.830
		MONTHLY	9076	9530	10007	10507	**11032**	11584
		ANNUAL	108914	114360	120078	126082	132386	139005
MM90	E	HOURLY	52.886	55.531	58.307	61.222	64.284	67.498
		MONTHLY	9167	9625	10107	10612	**11142**	11700
		ANNUAL	110003	115504	121279	127343	133710	140395

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Employee Units Included:
Redlands Professional Firefighters Association
Redlands Association of Fire Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5	6 (Longevity 14Years Effective July 1, 2021)	7 (Longevity 19 years)
Firefighter	F50	NE	HOURLY	23.475	24.649	25.882	27.176	28.535	29.391	30.860	31.786
(24 hour days)			MONTHLY	5697	5982	6281	6595	**6924.39**	7132	7489	7713
			ANNUAL	68361	71779	75368	79136	83093	85585	89865	92561
Fire Engineer	F55	NE	HOURLY	27.675	29.058	30.511	32.037	33.639	34.648	36.380	37.472
(24 hour days)			MONTHLY	6716	7052	7404	7774	**8163.00**	8408	8828	9093
			ANNUAL	80589	84618	88849	93291	97956	100895	105939	109118
Fire Captain	F60	NE	HOURLY	32.396	34.016	35.716	37.502	39.377	40.559	42.586	43.864
(24 hour days)			MONTHLY	7861	8254	8667	9101	**9555.54**	9842	10334	10644
			ANNUAL	94336	99053	104006	109206	114666	118106	124012	127732
Battalion Chief	F79	E	HOURLY	58.909	61.854	64.947	68.194	71.604	73.752	77.439	79.763
(40 hour week)			MONTHLY	10211	10721	11257	11820	**12411.32**	12784	13423	13826
			ANNUAL	122530	128656	135089	141844	148936	153404	161074	165906
Battalion Chief	F80	NE	HOURLY	42.078	44.181	46.391	48.710	51.146	52.680	55.314	56.973
(56 hour week)			MONTHLY	10211	10721	11257	11820	**12411.32**	12784	13423	13826
			ANNUAL	122530	128656	135089	141844	148936	153404	161074	165906
Deputy Fire Chief	F85	E	HOURLY	73.636	77.318	81.183	85.243	89.505	92.190	96.799	99.703
(40 hour week)			MONTHLY	12764	13402	14072	14775	**15514.16**	15980	16779	17282
			ANNUAL	153162	160821	168862	177305	186170	191755	201343	207383

*Due to rounding, salary schedules are close approximations of actual salary

Employee Units Included:
Redlands Professional Police Officers Association
Redlands Association of Safety Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity)	6 (Longevity)
Police Officer	P60	HOURLY	35.166	36.924	38.771	40.709	42.745	44.882	46.228
		MONTHLY	6095	6400	6720	7056	**7409**	7780	8013
		ANNUAL	73145	76803	80643	84675	88909	93354	96155
Police Corporal	P64	HOURLY	39.709	41.695	43.780	45.969	48.267	50.680	52.201
		MONTHLY	6883	7227	7588	7968	**8366**	8785	9048
		ANNUAL	82595	86725	91061	95615	100395	105415	108577
Police Sergeant	P70	HOURLY	47.348	49.715	52.201	54.811	57.551	60.429	62.242
		MONTHLY	8207	8617	9048	9501	**9976**	10474	10789
		ANNUAL	98483	103407	108578	114007	119707	125692	129463
Police Commander	P81	HOURLY	64.986	68.235	71.647	75.230	78.991	82.941	
		MONTHLY	11264	11827	12419	13040	**13692**	14376	
		ANNUAL	135171	141930	149026	156478	164301	172517	
Deputy Chief	P85	HOURLY	73.629	77.311	81.177	85.235	89.497	93.972	
		MONTHLY	12762	13401	14071	14774	**15513**	16288	
		ANNUAL	153149	160807	168847	177289	186154	195462	

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
M65		HOURLY	36.584	38.414	40.334	42.351	44.469	46.692
		MONTHLY	6341	6658	6991	7341	**7707.88**	8093
		ANNUAL	76096	79900	83895	88090	92495	97119
M66		HOURLY	37.499	39.374	41.343	43.410	45.580	47.859
		MONTHLY	6500	6825	7166	7524	**7901**	8296
		ANNUAL	77998	81898	85993	90292	94807	99547
M67		HOURLY	38.436	40.358	42.376	44.495	46.720	49.056
		MONTHLY	6662	6995	7345	7712	**8098**	8503
		ANNUAL	79948	83945	88142	92550	97177	102036
M68		HOURLY	39.397	41.367	43.436	45.607	47.888	50.282
		MONTHLY	6829	7170	7529	7905	**8301**	8716
		ANNUAL	81947	86044	90346	94863	99607	104587
M69		HOURLY	40.382	42.401	44.521	46.748	49.085	51.539
		MONTHLY	7000	7350	7717	8103	**8508**	8933
		ANNUAL	83995	88195	92605	97235	102097	107202
M70		HOURLY	41.392	43.461	45.635	47.916	50.312	52.828
		MONTHLY	7175	7533	7910	8305	**8721**	9157
		ANNUAL	86095	90400	94920	99666	104649	109882
M71		HOURLY	42.427	44.548	46.775	49.114	51.570	54.148
		MONTHLY	7354	7722	8108	8513	**8939**	9386
		ANNUAL	88247	92660	97293	102157	107265	112629
M72		HOURLY	43.487	45.662	47.945	50.342	52.859	55.502
		MONTHLY	7538	7915	8310	8726	**9162**	9620
		ANNUAL	90454	94976	99725	104711	109947	115444
M73		HOURLY	44.575	46.803	49.143	51.601	54.181	56.890
		MONTHLY	7726	8113	8518	8944	**9391**	9861
		ANNUAL	92715	97351	102218	107329	112696	118330
M74		HOURLY	45.689	47.973	50.372	52.891	55.535	58.312
		MONTHLY	7919	8315	8731	9168	**9626**	10107
		ANNUAL	95033	99784	104774	110012	115513	121289
M75		HOURLY	46.831	49.173	51.631	54.213	56.923	59.770
		MONTHLY	8117	8523	8949	9397	**9867**	10360
		ANNUAL	97409	102279	107393	112763	118401	124321
M76		HOURLY	48.002	50.402	52.922	55.568	58.347	61.264
		MONTHLY	8320	8736	9173	9632	**10113**	10619
		ANNUAL	99844	104836	110078	115582	121361	127429

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
M77		HOURLY	49.202	51.662	54.245	56.957	59.805	62.796
		MONTHLY	8528	8955	9402	9873	**10366**	10885
		ANNUAL	102340	107457	112830	118471	124395	130615
M78		HOURLY	50.432	52.954	55.601	58.381	61.300	64.365
		MONTHLY	8742	9179	9638	10119	**10625**	11157
		ANNUAL	104898	110143	115651	121433	127505	133880
M79		HOURLY	51.693	54.277	56.991	59.841	62.833	65.975
		MONTHLY	8960	9408	9878	10372	**10891**	11436
		ANNUAL	107521	112897	118542	124469	130692	137227
M80		HOURLY	52.985	55.634	58.416	61.337	64.404	67.624
		MONTHLY	9184	9643	10125	10632	**11163**	11721
		ANNUAL	110209	115719	121505	127581	133960	140658
M81		HOURLY	54.310	57.025	59.876	62.870	66.014	69.314
		MONTHLY	9414	9884	10379	10898	**11442**	12015
		ANNUAL	112964	118612	124543	130770	137309	144174
M82		HOURLY	55.667	58.451	61.373	64.442	67.664	71.047
		MONTHLY	9649	10131	10638	11170	**11728**	12315
		ANNUAL	115788	121578	127657	134039	140741	147778
M83		HOURLY	57.059	59.912	62.908	66.053	69.356	72.824
		MONTHLY	9890	10385	10904	11449	**12022**	12623
		ANNUAL	118683	124617	130848	137390	144260	151473
M84		HOURLY	58.486	61.410	64.480	67.704	71.090	74.644
		MONTHLY	10138	10644	11177	11735	**12322**	12938
		ANNUAL	121650	127733	134119	140825	147866	155260
M85		HOURLY	59.948	62.945	66.092	69.397	72.867	76.510
		MONTHLY	10391	10910	11456	12029	**12630**	13262
		ANNUAL	124691	130926	137472	144346	151563	159141
M86		HOURLY	61.446	64.519	67.745	71.132	74.689	78.423
		MONTHLY	10651	11183	11742	12330	**12946**	13593
		ANNUAL	127809	134199	140909	147954	155352	163120
M87		HOURLY	62.983	66.132	69.438	72.910	76.556	80.384
		MONTHLY	10917	11463	12036	12638	**13270**	13933
		ANNUAL	131004	137554	144432	151653	159236	167198
M88		HOURLY	64.557	67.785	71.174	74.733	78.470	82.393
		MONTHLY	11190	11749	12337	12954	**13601**	14281
		ANNUAL	134279	140993	148043	155445	163217	171378

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
M89		HOURLY	66.171	69.480	72.954	76.601	80.431	84.453
		MONTHLY	11470	12043	12645	13278	**13941**	14639
		ANNUAL	137636	144518	151744	159331	167297	175662
M90		HOURLY	67.825	71.217	74.777	78.516	82.442	86.564
		MONTHLY	11756	12344	12961	13610	**14290**	15004
		ANNUAL	141077	148131	155537	163314	171480	180054
M91		HOURLY	69.521	72.997	76.647	80.479	84.503	88.728
		MONTHLY	12050	12653	13285	13950	**14647**	15380
		ANNUAL	144604	151834	159426	167397	175767	184555
M92		HOURLY	71.259	74.822	78.563	82.491	86.616	90.947
		MONTHLY	12352	12969	13618	14298	**15013**	15764
		ANNUAL	148219	155630	163411	171582	180161	189169
M93		HOURLY	73.041	76.693	80.527	84.554	88.781	93.220
		MONTHLY	12660	13293	13958	14656	**15389**	16158
		ANNUAL	151924	159521	167497	175871	184665	193898
M94		HOURLY	74.867	78.610	82.540	86.667	91.001	95.551
		MONTHLY	12977	13626	14307	15022	**15773**	16562
		ANNUAL	155722	163509	171684	180268	189282	198746
M95		HOURLY	76.738	80.575	84.604	88.834	93.276	97.940
		MONTHLY	13301	13966	14665	15398	**16168**	16976
		ANNUAL	159615	167596	175976	184775	194014	203714
M96		HOURLY	78.657	82.589	86.719	91.055	95.608	100.388
		MONTHLY	13634	14316	15031	15783	**16572**	17401
		ANNUAL	163606	171786	180375	189394	198864	208807
M97		HOURLY	80.623	84.654	88.887	93.331	97.998	102.898
		MONTHLY	13975	14673	15407	16177	**16986**	17836
		ANNUAL	167696	176081	184885	194129	203836	214027
M98		HOURLY	82.639	86.771	91.109	95.665	100.448	105.470
		MONTHLY	14324	15040	15792	16582	**17411**	18281
		ANNUAL	171888	180483	189507	198982	208931	219378
M99		HOURLY	84.705	88.940	93.387	98.056	102.959	108.107
		MONTHLY	14682	15416	16187	16996	**17846**	18739
		ANNUAL	176186	184995	194245	203957	214155	224862
M100		HOURLY	86.822	91.163	95.722	100.508	105.533	110.810
		MONTHLY	15049	15802	16592	17421	**18292**	19207
		ANNUAL	180590	189620	199101	209056	219509	230484

Department Director Salary Table (DD)

Range	Minimum Monthly Salary	Maximum Monthly Salary
04 - Director, Development Services	14,593	17,738
04 - Director, Management Services	14,593	17,738
05 - Assistant City Manager	15,332	18,637
05 - Director, Municipal Utilities and Engineering	15,332	18,637
06 - Fire Chief	16,018	19,467
07 - Police Chief	16,034	21,693

Salary Schedule (C)

Range	Minimum Monthly Salary	Maximum Monthly Salary
C1 - Library Director	11,091	15,815
C2 - City Attorney	19,449	24,131
C3 - City Manager	21,707	26,862

City of
REDLANDS

EMPLOYEES INCLUDED:
Part-time Classifications
Effective December 2022

CLASSIFICATION TITLE	HOURLY RATE/RANGE	
Administrative Assistant		18.01
Background Investigator I/II	30.00	35.00
Camera Operator		16.95
Cemetery Aide		15.50
Community Service Officer I/II	21.92	23.74
IT/GIS Intern		15.50
Help Desk Technician		27.35
Library Page		15.50
Library Clerk		16.30
Library Specialist		19.31
Maintenance Worker		18.93
Museum Attendant		15.50
Planning Intern		15.50
Program Aide		16.30
Technical Services Clerk		17.48

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Side Letter Agreements between the City and the Redlands Association of Mid-Management Employees and the Redlands Civilian Safety Employees Association (Assistant City Manager McConnell)

MOTION(S):

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

I move to approve the Side Letter Agreements between the City and the Redlands Association of Mid-Management Employees and the Redlands Civilian Safety Employees Association.

RECOMMENDATION:

Staff recommends City Council approve the side letter agreements between the City of Redlands and the Redlands Association of Mid-Management Employees and the Redlands Civilian Safety Employees Association.

DISCUSSION:

The City recognizes that it is becoming increasingly difficult to hire and retain qualified employees across the organization. The City currently has 95 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 Mid-Management Employees and the Redlands Civlian Safety Employees Association and agreed to the terms as set forth in the attached side letters. 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

Mid-Management Employees and the Redlands Civilian Safety Employees Association are unaffected by this agreement.

ALTERNATIVES:
N/A

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Assistant City Manager McConnell

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:
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 Mid-Management Employees is $234,500. The cost of the retention bonus for the Redlands Civilian Safety Employees Association is $147,000. Salary savings will be used to cover these costs.

Attachments

RAMME Side Letter
RCSEA Side Letter

CITY OF REDLANDS AND THE REDLANDS ASSOCIATION OF MID-MANAGEMENT EMPLOYEES

SIDE LETTER OF AGREEMENT (2022)

This Side Letter of Agreement amending the July 1, 2018 — June 30, 2023 Memorandum of Understanding between the Redlands Association of Mid-Management Employees (RAMME) and the City of Redlands ("City") is made and entered into this 6th day of December, 2022. RAMME and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, RAMME and the City agreed to a Memorandum of Understanding ("RAMME 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 RAMME have met and conferred in good faith, and now wish to effect this change with respect to the RAMME MOU;

NOW, THEREFORE, in consideration of the mutual promises contained herein, RAMME 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

_____

Paul T. Barich, Mayor

REDLANDS ASSOCIATION OF MID-MANAGEMENT EMPLOYEES

_____

Mike Foster, President

Attest:

_____

Jeanne Donaldson, City Clerk

CITY OF REDLANDS AND THE REDLANDS ASSOCIATION OF CIVILIAN SAFETY EMPLOYEES

SIDE LETTER OF AGREEMENT (2022)

This Side Letter of Agreement amending the July 1, 2017 — June 30, 2023 Memorandum of Understanding between the Redlands Civilian Safety Employees Association (RCSEA) and the City of Redlands ("City") is made and entered into this 6th day of December, 2022. RCSEA and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, RCSEA and the City agreed to a Memorandum of Understanding ("RCSEA MOU") for the period of July 1, 2017 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 RCSEA have met and conferred in good faith, and now wish to effect this change with respect to the RCSEA MOU;

NOW, THEREFORE, in consideration of the mutual promises contained herein, RCSEA 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

_____

Paul T. Barich, Mayor

REDLANDS CIVILIAN SAFETY EMPLOYEES ASSOCIATION

_____

Amy Varela, President

Attest:

_____

Jeanne Donaldson, City Clerk

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8423 to authorize a one-year time extension to the expiration date of Commission Review and Approval No. 907 to construct one commercial office building totaling approximately 7,198 square-feet in size located at 1702 West Park Avenue (APN: 0292-155-22-0000) (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8423 to approve a one-year extension of time for Commission Review and Approval No. 907.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8423 to approve a one-year extension of time for Commission Review and Approval No. 907 for the construction of one commercial/office building totaling 7,198 square-feet in size and related site improvements located at 1702 West Park Avenue (APN: 0292-155-22-0000).

DISCUSSION:

The proposed project includes the construction of one commercial building with up to four suites and associated parking lot, landscaping, lighting, and utility improvements for office, retail, and similar commercial uses. The project site is located at 1702 West Park Avenue, at the northwest corner of Park Avenue and Iowa Street in the Commercial/Industrial (EV/IC) District of the East Valley Corridor Specific Plan. See Attachment A (Location Map), Attachment B (Project Plans), and Attachment C (Planning Commission staff report).

The City Council approved the project on December 15, 2020, following the July 28, 2020, Planning Commission recommendation, and the Conditions of Approval were included in Resolution No. 8137 (see Attachment D). The approval of Commission Review and Approval No. 907 will expire on December 15, 2022, unless a grading or building permit has been issued to commence construction of the project, or an extension of time is granted. The applicant currently has construction permits under review in Plan Check (building, landscaping, demolition, etc.) but permits will not be issued and begin construction prior to December 15, 2022.

Approval of the time extension will make the new expiration date December 15, 2023. No changes to the project are proposed, and the original Conditions of Approval remain applicable for the project. The applicant has indicated that the current economic climate and the pandemic (e.g., cost of financing and building materials) has made it difficult to immediately commence construction. The approval of a one-year time extension will provide additional time for the property owner to continue processing the building plans and grading plans that are currently in the plan check process.

In accordance with RMC Section 18.12.130, a Commission Review and Approval permit shall expire two (2) years from the date of approval unless the holder of the permit obtains a permit and begins construction, or obtains an extension of time. The City Council may grant a one-year extension of time, not to exceed a total number of three (3) extensions. This is the applicant's first request for a time extension.

ALTERNATIVES:

The City Council may deny the request, which would result in the expiration of Commission Review and Approval No. 907. This would require the applicant to resubmit an entirely new development application.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:

Brian Desatnik, Development Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

PREPARED BY:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: 22-23

Appropriation Required Y/N: No

Discussion:

There is no fiscal impact associated with this request. The applicant paid the applicable filing fee for the Extension of Time application.

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B: Approved Project Plans
Attachment C: Planning Commission Staff Report
Attachment D: Council Resolution No. 8137 (with Conditions of Approval)
Attachment E: Resolution No. 8423 (Time Extension)

Aerial

W REDLANDS BLVD

W PARK AVE

IOWA ST

ALABAMA ST

Project Site

1702

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

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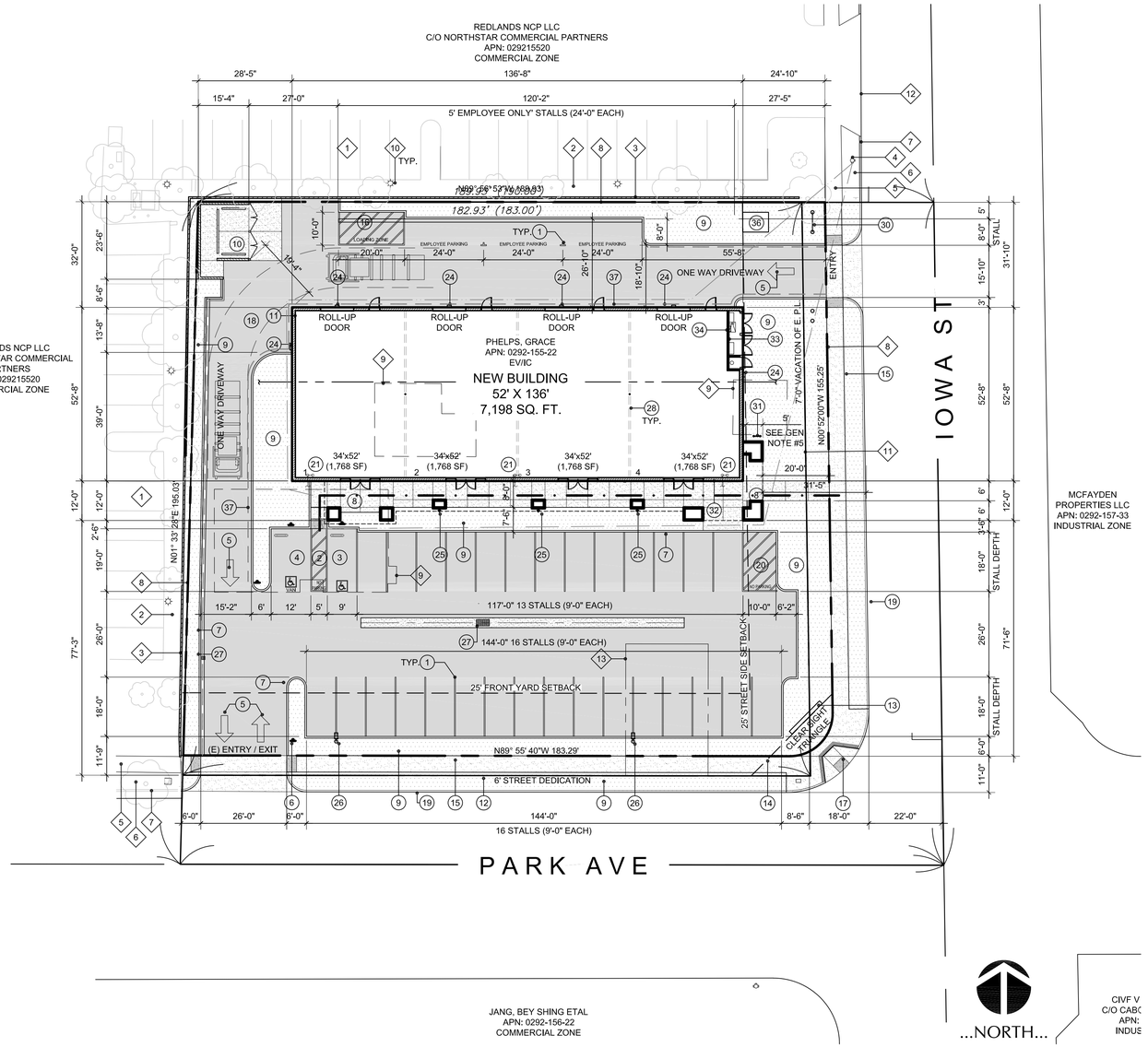
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Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

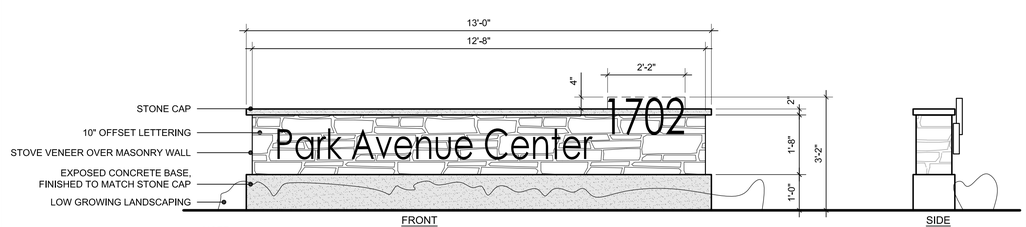
City of REDLANDS "A City That Works"

February 14, 2020

OneStop.mxd



PROPOSED SITE PLAN | 20' | 13



NOTE:
- BUILDING ADDRESS SHALL BE POSTED VISIBLE AND LEGIBLE FROM THE STREET.
- MONUMENT SIGNAGE SHALL BE FRONT LIT UTILIZING LED LANDSCAPE LIGHTING
- CALCULATED SIGN AREA SHALL NOTE EXCEED 24 SQUARE FEET PER 15.36.220 (E)(7)

MONUMENT SIGN | 1/2" | 18

SHEET INDEX:

AS101	SITE PLAN
AS102	DEMO SITE PLAN
C1	PRELIMINARY GRADING PLAN
C2	WQMP EXHIBIT
L1	CONCEPTUAL LANDSCAPE PLAN
A101	FLOOR PLAN
A201	EXTERIOR ELEVATIONS

SITE SUMMARY:

ASSESSOR'S PARCEL NUMBERS:
A.P.N.: 0292-155-22-0-000

SITE DATA:
SPECIFIC PLAN: EV (EAST VALLEY CORRIDOR)
LAND USE DISTRICT: IC (COMMERCIAL INDUSTRIAL)
RECORD OF SURVEY: BEING A PORTION OF BLOCK 11, BARTON RANCH, SHOWN ON THE MAP ON FILE IN BOOK 6, PAGE 19, OF MAPS, RECORDS OF SAID COUNTY.
BASIS OF BEARINGS: BEING THE CENTERLINE OF IOWA STREET BETWEEN PARK AVENUE & THE NE CORNER OF SE 1/4 BLOCK 11. BEARING BEING N00°52'00"W PER PM 219/16-17
BENCHMARK: CITY OF REDLANDS BM R-55
BRASS DISK IN TOP SOUTH END OF HEADWALL OF BRIDGE WEST SIDE NEVADA STREET NEAR INTERSECTION OF NEVADA STREET & CITRUS AVENUE. ELEVATION=1202.078'
AREAS: (WITHIN PROPERTY LINES)
TOTAL LOT: 32,466 SF
BUILDING 7,198 SF
HARDSCAPE: 18,638 SF
LANDSCAPE: 6,630 SF 20.4%

PARKING AREA: 13,731 SF
LANDSCAPE ADJACENT TO PARKING AREA: 4,478 SF 32.6%

DESIGN CRITERIA:
SETBACKS: PER EV3.0920(e)
FRONT: 25'-0'
REAR: 0'-0"
INTERIOR SIDE: 0'-0"
STREET SIDE: 25'-0'

BLDG. HEIGHT
MAX ALLOWED: 50'-0" PER EV3.0920 (c)

PARKING
PARKING ANALYSIS
BUILDING USE: OFFICE (MEDICAL) - 200SF / STALL
REQUIRED: 34 6,755 / 200 = **34**
PROVIDED: 34
PARKING SUMMARY:
STANDARD SPACES PROVIDED: 31 (9'X18')
*PARALLEL SPACES: *3 (8'X24')
ACCESSIBLE SPACES REQUIRED PER TABLE 11B-208.2: 2 (1+1 VAN)
(ACCESSIBLE PROVIDED (PER TABLE 11B-208.2): 2 (1+1 VAN)
TOTAL SPACE PROVIDED:: 34

*BUILDING AREA USED FOR PARKING ANALYSIS CALCULATED USING INTERIOR FACE OF 12" BLOCK PERIMETER WALL. BUILDING AREA DOES NOT INCLUDE UNOCCUPIED AREA OF ELECTRICAL / FIRE RISER ROOM.

BUILDING DATA:
OCCUPANCY: B, M
PROPOSED USE: OFFICE (MEDICAL / PROFESSIONAL), COMMERCIAL (RETAIL)
CONSTRUCTION TYPE: V-B
AREA: 7,198 SF
HEIGHT: 24'
NUMBER OF STORIES: ONE
SPRINKLERED: YES

BUILDING OPERATION:

BUSINESS HOURS:
7:00 AM - 6:00 PM

SITE USAGE:
OFFICE (PROFESSIONAL / MEDICAL), RETAIL

UTILITIES:

ELECTRIC:
SOUTHERN CALIFORNIA EDISON COMPANY
P.O. BOX 800, ROSEMEAD, CA. 91770
REDLANDS, CA 92373
(800) 655-4555

GAS:
SOUTHERN CALIFORNIA GAS COMPANY
P.O. BOX 3150, SAN DIMAS, CA 91773
(800) 427-2000

CABLE:
TIME WARNER
1971 W. REDLANDS BLVD. SUITE B
1 (888) 882-2253

PHONE:
VERIZON
1980 ORANGE TREE LANE
REDLANDS, CA 92373
1 (800) 736-7777

SEWER:
REDLANDS SEWER DEPARTMENT
35 CAJON ST.#15A, REDLANDS, CA 92373
(909) 798-7551

WATER:
REDLANDS UTILITY
35 CAJON ST.#15A, REDLANDS, CA 92373
(909) 798-7516

PROJECT DESCRIPTION:

SITE IMPROVEMENTS (ONSITE / OFFSITE) AND CONSTRUCTION OF NEW BUILDING ON EXISTING UNDEVELOPED PROPERTY. NEW BUILDING TO BE USED FOR OFFICE (PROFESSIONAL), OFFICE (MEDICAL), AND/OR RETAIL.

CONSTRUCTION SCOPE TO INCLUDE:
1. 7' STREET VACATION ALONG IOWA STREET.
2. 6' STREET DEDICATION ALONG PARK AVENUE
3. LOT LINE ADJUSTMENT TO MERGE PARCEL 1 & PARCEL 2 OF APN 0292-155-22-0-000
4. DEMOLITION OF EXISTING BUILDING AND STRUCTURES ONSITE
5. DEMOLITION OF EXISTING ORCHARD TREES
6. RELOCATION OF UTILITIES IN R.O.W. ALONG PARK AVE (SEE CIVIL)
7. OFFSITE IMPROVEMENTS (CURB, GUTTER, CITY SIDEWALK)
8. ONSITE IMPROVEMENTS (GRADING, PARKING LOT (HARDSCAPE), REFUSE ENCLOSURE, LANDSCAPE, WQMP BASIN, ETC.)
9. NEW 7,198 SF OFFICE BUILDING

EXISTING/DEMO KEYNOTES:

1. (E) ADJACENT PARKING LOT
2. (E) PLANTER
3. (E) CMU WALL
4. (E) FIRE HYDRANT
5. (E) CITY SIDEWALK
6. (E) CITY PARKWAY
7. (E) CURB AND GUTTER
8. PROPERTY LINE
9. DEMO AND REMOVE (E) BUILDING
10. (E) PARKING LOT LIGHTING
11. VACATED PROPERTY LINE
12. (E) ADJACENT DRIVEWAY
13. REMOVE PARCEL THROUGH LOT MERGER

SITE PLAN KEYNOTES:

1. (N) STRIPING
2. (N) ACCESSIBLE PARKING ACCESS AISLE
3. (N) ACCESSIBLE PARKING STALL (STANDARD)
4. (N) ACCESSIBLE PARKING STALL (VAN)
5. (N) TRAFFIC DIRECTIONAL ARROW
6. (N) TOW-AWAY SIGNAGE
7. (N) CONCRETE CURB
8. (N) CONCRETE WALK
9. (N) PLANTER
10. (N) TRASH ENCLOSURE PER CITY OF REDLANDS STANDARD
11. (N) BUILDING
12. RELOCATION OF EXISTING UTILITIES (SEE CIVIL)
13. (N) MONUMENT SIGN, SEE 18/AS1.1
14. CITY SETBACK FOR CLEAR SIGHT TRIANGLE PER EV4.0125(C)
15. (N) PUBLIC CONCRETE WALK
16. (N) LOADING ZONE 10'X20' PER EV4.0210
17. (N) ACCESSIBLE CURB CUT PER EV4.0145(d)
18. GARBAGE TRUCK TURNING RADIUS
19. (N) CURB AND GUTTER PER CITY STANDARDS
20. (N) 'NO PARKING' STALL FOR VEHICULAR TURN AROUND
21. (N) ROOF DRAIN CONNECTED TO ONSITE STORM DRAIN SYSTEM
22. FIRE HOSE DISTANCE FROM NEAREST HYDRANT
23. WQMP RETENTION BASIN
24. (N) EXTERIOR LED WALL PACK
25. (N) EXTERIOR LED DECORATIVE WALL SCONCE
26. (N) PARKING LOT POLE LIGHTING (25' HIGH)
27. (N) CATCH BASIN
28. (N) INTERIOR DEMISING WALL LOCATIONS
29. (N) UNDERGROUND WQMP BASIN
30. (N) FIRE SPRINKLER DDC
31. (N) DOMESTIC BACKFLOW PREVENTER
32. (N) KNOXBOX
33. (N) FACP
34. (N) ANNUNCIATOR PANEL
35. (N) STREET LIGHT
36. (N) TRANSFORMER, PER EDISON
37. (N) FIRE LANE STRIPING

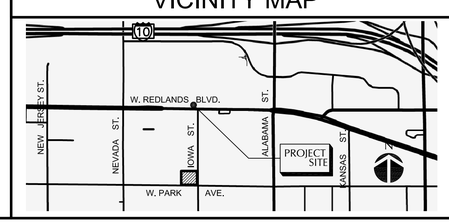
GENERAL NOTES:

1. CONTRACTOR SHALL REMOVE EXCESS SOIL, CONSTRUCTION SPOILS AND PAVING TO AN APPROVED DUMPSITE AND DISPOSE OF IN A LEGAL PROPER MANNER.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING AND REPAIRING ANY AREAS WHICH ARE EXCAVATED AND/OR DAMAGED BY HIS OPERATIONS. IN ADDITION, THE CONTRACTOR SHALL RESTORE TO THEIR ORIGINAL CONDITION ALL PLANTED AREAS DAMAGED BY HIS OPERATIONS.
3. CONTRACTOR SHALL BE MINDFUL OF EXISTING UTILITIES. WHEN IN THIS AREA, EXTREME CAUTION SHALL BE EXERCISED, LOCATION AND DEPTHS OF UTILITIES ARE UNKNOWN.
4. GRATINGS LOCATED IN THE SURFACE OF ANY PEDESTRIAN WAY IN THE PATH OF TRAVEL, GRID/OPENINGS IN GRATINGS SHALL BE LIMITED TO 1/4" MAXIMUM IN THE DIRECTION OF TRAFFIC FLOW. IF SUCH CONDITIONS OCCUR, PROVIDE MANUFACTURERS CUT SHEETS OF GRATE FOR REVIEW.
5. MAX 6' PROJECTION INTO FRONT YARD ALLOWED PER MC 18.152.070 (C)
6. DEMOLITION PERMIT REQUIRED PRIOR TO DEMOLITION OF EXISTING RESIDENCE
7. APPROVED LANDSCAPE IRRIGATION PLAN REQUIRED PRIOR TO BUILDING PERMIT
8. ON-SITE TREE SELECTION PROVIDES 70% EVERGREEN

SITE PLAN LEGEND:

(N) BUILDING
A/C PAVING
CONCRETE WALK
LANDSCAPE
7' STREET VACATION / 6' STREET DEDICATION
PROPERTY LINE
(E) SETBACK LINE
(N) ACCESSIBLE PATH OF TRAVEL
FIRE HOSE DISTANCE FROM HYDRANT (250')
RED 'NO PARKING' STRIPING

VICINITY MAP



DKC Architects, Inc.
DARRYL K. CARTOZIAN A.I.A.

ARCHITECTS:
DKC ARCHITECTS, INC.
31555 AVENUE E
YUCAIPA, CALIFORNIA 92399
Ph. (909) 798-7900
website: dkcarch.com

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CONSULTANT:

CLIENT:
PLANNING

PROJECT NAME:

New Office Building

1702 PARK AVE
REDLANDS, CA. 92374
APN: 0292-155-22

OWNER:
GRACE PHELPS

APPROVALS:

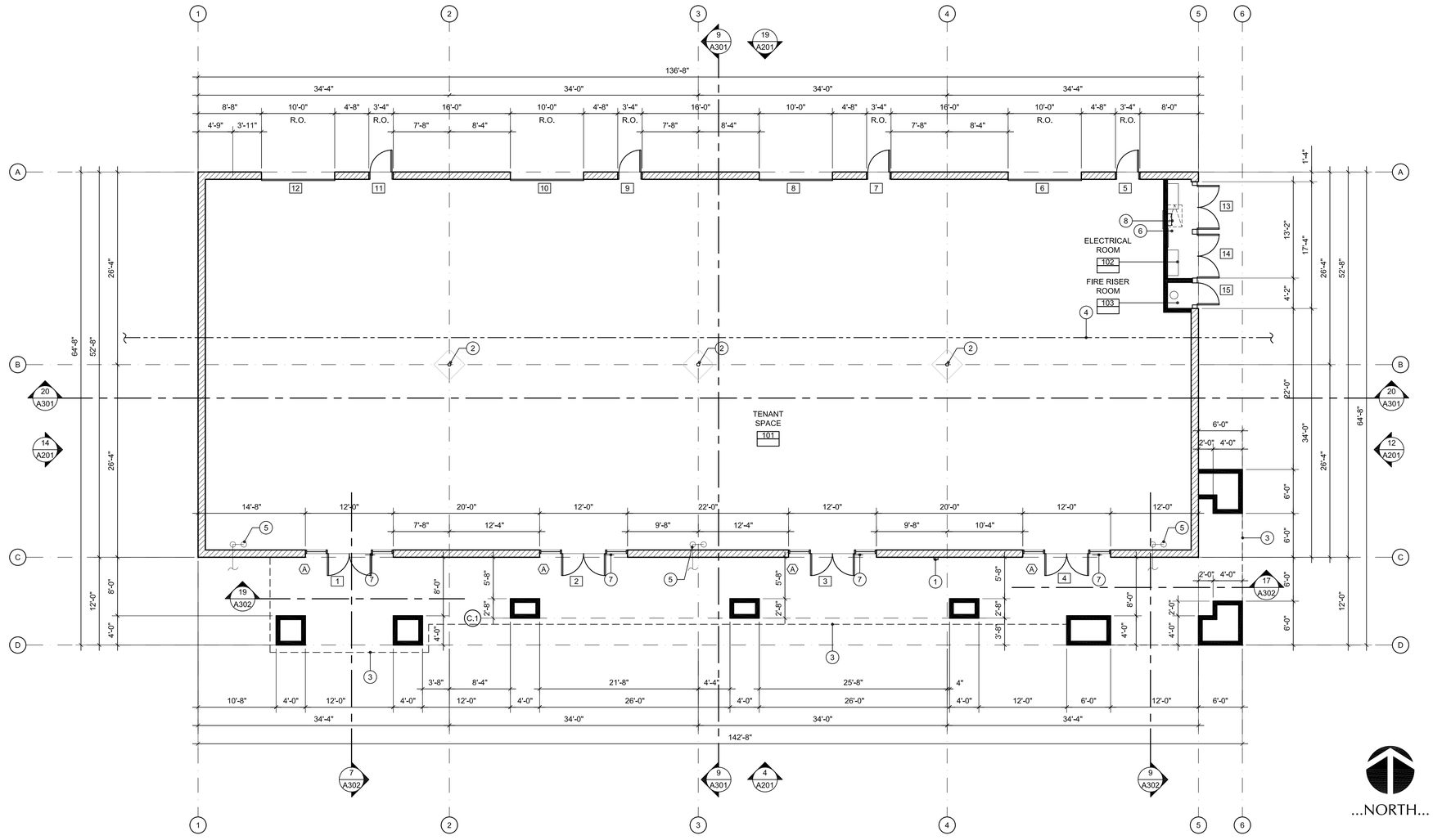
REVISIONS:
1 DATE:
2 DATE:
3 DATE:
CHECKED BY: D.K.C. P.M.: D.K.C.
DATE: MAY 25, 2020

SHEET TITLE:
SITE PLAN

SHEET NO:
AS101

70499 / AS101 - SITE PLAN - PLANNING

DRAWING NAME: K:\70470499 - PHELPS NEW OFFICE BLDG\DRAWING\12 - DESIGN DEVELOPEMENT DRAWINGS\AS101 - SITE PLAN - PLANNING.DWG ▶ DATE/TIME: 2020-06-11 2:39 PM ▶ PLOTTED BY: BEN MILLETT



FLOOR PLAN KEYNOTES:

1. -------- PROPOSED KNOX BOX LOCATION @ 6'-0" A.F.S.
2. -------- COLUMN
3. -------- ROOF OVERHANG
4. -------- SEWER LINE
5. -------- ROOF DRAIN & OVERFLOW
6. -------- ROOF ACCESS LADDER
7. -------- INTERNATIONAL SYMBOL OF ACCESSIBILITY SIGN
8. -------- ROOF ACCESS HATCH ABOVE

LEGEND:

CMU WALL, SEE A201

WOOD STUD WALL 2x6 @ 16" O.C.

GENERAL NOTES:

1. SEE DOOR, WINDOW & FINISH SCHEDULE FOR ADDITIONAL NOTES / DIMENSIONS / ETC.
2. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL NOTES / DIMENSIONS / ETC.
3. SEE MECHANICAL, PLUMBING & ELECTRICAL DRAWINGS FOR ADDITIONAL NOTES / DIMENSIONS / ETC.
4. SEE SHEETS A501, A502 FOR ADDITIONAL DETAILS.

DKC Architects, Inc.
DARRYL K. CARTOZIAN A.I.A.

ARCHITECTS:

DKC ARCHITECTS, INC.
31555 AVENUE E
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website: dkcarch.com

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CONSULTANT:

CLIENT:

PLANNING

PROJECT NAME:

New Office Building

1702 PARK AVE
REDLANDS, CA. 92374
APN: 0292-155-22

OWNER:

GRACE PHELPS

APPROVALS:

REVISIONS:

1 DATE:
2 DATE:
3 DATE:

CHECKED BY: D.K.C. P.M.: D.K.C.
DATE: MAY 25, 2020

SHEET TITLE:

FLOOR PLAN

SHEET NO:

A101

70499 / A101 - FLOOR PLAN - PLANNING

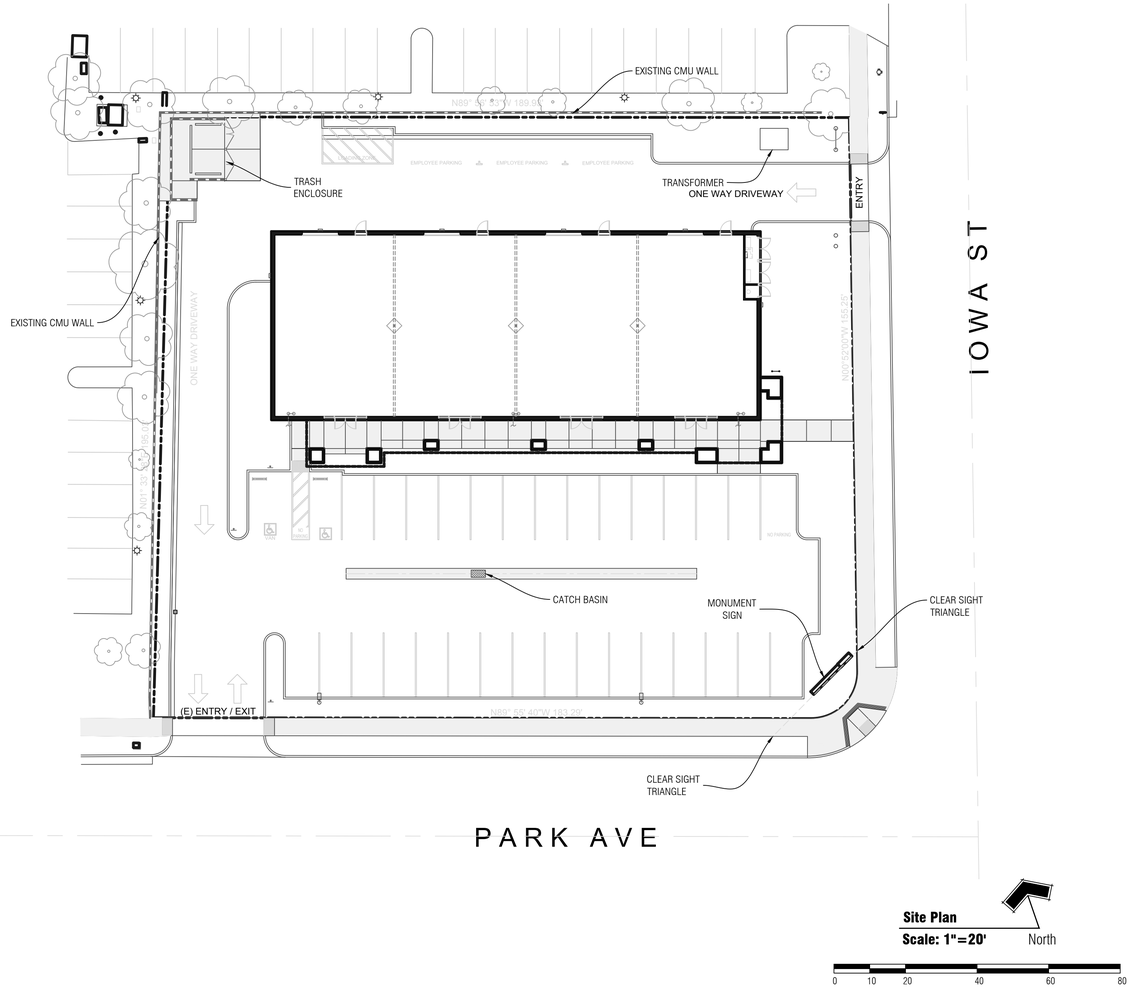
FLOOR PLAN | 1/8" | 14

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Office Building

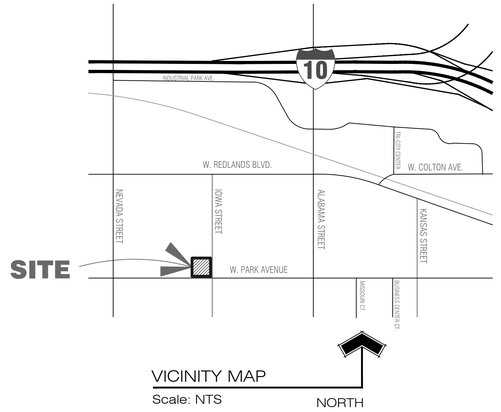
Landscape Improvement Plans

1702 W. Park Avenue
Redlands, CA 92374
APN: 0292-155-22-0000



Site Plan
Scale: 1"=20' North

0 10 20 40 60 80



VICINITY MAP
Scale: NTS NORTH

Project Area:	**32,446 Sq. Ft.**
Parking Lot Area	**13,731 Sq. Ft.**
Parking Lot Landscape Area Provided (32.6%):	**4,478 Sq.Ft.**
Required Landscape Area (20%):	**6,489 Sq. Ft.**
Landscape Area Provided :	
Landscape within property line(20.4%)	**6,630 Sq. Ft.**
Landscape outside property line, within project	**1,760 Sq. Ft.**
TOTAL LANDSCAPE AREA:	**8,390 Sq. Ft.**

I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE CITY'S WATER EFFICIENT LANDSCAPE ORDINANCE AND SUBMIT A COMPLETE LANDSCAPE DOCUMENTATION PACKAGE.

SIGN _____ 6/11/2020 DATE

Sheet Index

Title Sheet	L-1
Irrigation Plan	L-2
Planting Plan	L-3
Irrigation Details & Water Calculations	L-4
Planting Details	L-5
Irrigation Specifications	L-6
Planting Specifications	L-7

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fax: (909) 384-9854
e-mail: rpa.ca@verizon.net
www.richardpopeandassociates.com
Richard Pope, Landscape Architect CA# 2664

REGISTERED LANDSCAPE ARCHITECT RICHARD D. POPE LIC. NO. 2664 6-11-2020 STATE OF CALIFORNIA

Expiration: 02-28-2022

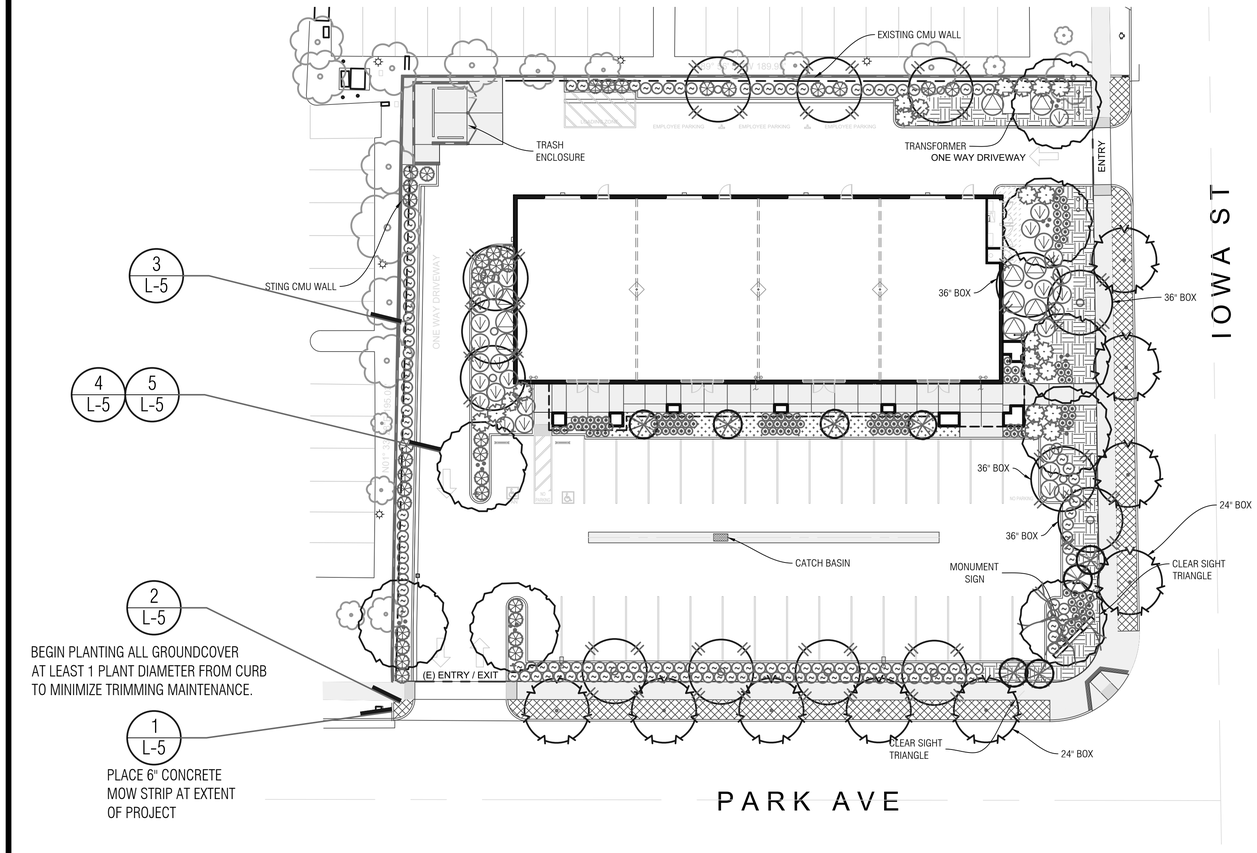
Owner/Applicant:
Grace Phelps
c/o DKC Architects, Inc.
31555 Avenue 'E'
Yucaipa, CA 92399
Attn: Ben Millett
Phone: (909) 798-7900
Email: ben@dkcarch.com

Project:
Office Building
1702 W. Park Avenue
Redlands, California 92374
Landscape Improvement Plans

Sheet Description:
Title Sheet

Date: **August 9, 2019**
RP&A Job No.: **19-07**
Drawn by: **LKD CKE**
Revisions:

Sheet: **L-1**
Of: **7**



Planting Legend

SYMBOL	QTY.	SIZE	BOTANICAL NAME	COMMON NAME	WUCOLS IV WATER USAGE	INTENDED MATURE SIZE (H x W)
	7 2	15 Gal. Min. Caliper 1" 24" Box where shown	STREET TREE - W. PARK AVE. & IOWA ST. Magnolia grandiflora 'Majestic Beauty	Southern Magnolia	Mod	30' H, Ø 18'
	8	24" Box 1-1/4" to 1 $\frac{3}{4}$" Caliper	Citrus sinensis 'Dwarf Washington Navel'	Dwarf Navel Orange	Mod	8'H, Ø 8'
	7	36" Box 2-1/2" to 2 $\frac{3}{4}$" Caliper	Koelreuteria bipinnata	Chinese Flame Tree	Mod	35' H, Ø25'
	1	36" Box 2-1/2" to 2 $\frac{3}{4}$" Caliper	Koelreuteria bipinnata - Multi-Trunk	Chinese Flame Tree	Mod	35' H, Ø25'
	10 4	15 Gal. 3/4" to 1" Caliper 36" Box where shown	Melaleuca quinquenervia	Cajeput Tree	Mod	30' H, Ø18'
	22	5 Gal.	Cassia artemisioides	Feathery Cassia	Low	4' H, Ø 5'
	38	5 Gal.	Callistemon citrinus 'Little John'	Dwarf Bottlebrush	Mod	3' H, Ø 4'
	28	5 Gal.	Cistus crispus	Crispus Rockrose	Low	3' H, Ø 5'
	10	5 Gal.	Fremontodendron californicum	Flannelbush	V. Low	5' H, Ø 6'
	115	5 Gal.	Lavandula x intermedia 'Provence'	Blue Lavandin	Low	2' H, Ø 2'
	155	5 Gal.	Photinia fraseri	Photinia	Mod	8'H, Ø3' FOR HEDGE Ø4' FOR INDIVIDUAL
	412 Sq. Ft.	Flats 12" o.c.	Gazania rigens 'Mitsowa Yellow'	Yellow Gazania	Mod	1' H, Ø 3'
	1,319 Sq. Ft.	Flats 30" o.c.	Lantana montevidensis 'Lavender Swirl'	Trailing Lantana	Low	6' H, Ø 4'
	1,595 Sq. Ft.	Flats 12" o.c.	Myoporum parvifolium 36" oc.	Low Myoporum	Low	1' H, Ø 6'
	112 Sq. Ft.		3" Thick Decomposed Granite Path			

PLANTING NOTES:

1. NO SUBSTITUTIONS, SPECIES OR VARIETY. CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ALL ISSUES RESULTING FROM SUBSTITUTIONS. DESIGN WAS CREATED USING EXACT VARIETY INDICATED.
2. IF SUBSTITUTIONS ARE NECESSARY, CONTRACTOR MUST CONTACT LANDSCAPE ARCHITECT FOR SUBSTITUTION APPROVAL.
3. A 3" DEEP LAYER OF SHREDDED BARK MULCH SHALL BE PLACED IN ALL PLANTING BEDS, EXCEPT LAWN AREAS.
4. PLANT COUNTS ARE FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR EXACT COUNT PER PLAN.
5. THIS PLAN IS FOR AESTHETIC PURPOSES ONLY. RICHARD POPE AND ASSOCIATES IS NOT RESPONSIBLE FOR STRUCTURAL BLOCK WALL DESIGN.
6. ALL ABOVE GROUND UTILITIES AND IRRIGATION EQUIPMENT SHALL BE SCREENED.
7. IN ADDITION TO SPECIFIED BACKFILL MIX, PLANTS SHALL ALSO RECEIVE GRO-POWER 7 GRAM PLANTING TABLETS AT THE FOLLOWING RATES:
   - 3 TABLETS PER 1 GALLON,
   - 8 TABLETS PER 5 GALLON,
   - 15 TABLETS PER 15 GALLON,
   - 16 TABLETS PER 24" BOX,
   - 30 TABLETS PER 36" BOX.
8. ADJUST SHRUB POSITION IN FIELD AS NECESSARY SO SHRUB IS NOT PLACED DIRECTLY IN FRONT OF SPRAY HEAD. FOR NO REASON SHOULD SHRUBS BE LOCATED CLOSER THAN 24" IN FRONT OF A SPRAY HEAD.
9. A SUPPLEMENTARY AGRONOMIC SOIL TEST MUST BE COMPLETED AFTER ALL SITE GRADING IS COMPLETED AT THE CONTRACTORS EXPENSE. RESULTS SHALL BE REVIEWED AND APPROVED BY LANDSCAPE ARCHITECT AND SHALL TAKE PRECEDENCE OVER INITIAL RESULTS.
10. ALL LANDSCAPE INSTALLATION SHALL BE PERFORMED BY A LICENSED CONTRACTOR WITH A C-27 LICENSE OR GREATER.

Tree Deciduous/Evergreen Legend

SYMBOL	EVERGREEN QTY.	DECIDUOUS QTY.	BOTANICAL NAME	COMMON NAME
	9		STREET TREE - W. PARK AVE. & IOWA ST. Magnolia grandiflora 'Majestic Beauty	Southern Magnolia
	8		Citrus sinensis 'Dwarf Washington Navel'	Dwarf Navel Orange
		7	Koelreuteria bipinnata	Chinese Flame Tree
		1	Koelreuteria bipinnata - Multi-Trunk	Chinese Flame Tree
	14		Melaleuca quinquenervia	Cajeput Tree
	31		TOTAL EVERGREEN (79%)	
TOTAL QTY TREES: 39		8	TOTAL DECIDUOUS (21%)	

CONCEPTUAL PLAN
Scale: 1" =20'
NORTH
0 10 20 40 60 80

DIGALERT
DIAL TOLL FREE 1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

All Work to Meet or Exceed State & Local Codes and Industry Standards.
Written Dimensions to Precede Scaled Dimensions.

UNDERGROUND UTILITIES:
The Contractor shall be responsible for locating or verifying locations of all existing utilities, and for protection of same. Damages resulting from Contractor's work or that of Contractor's sub-contractors shall be restored to original condition at their own expense. City shall have the final say if repairs are to be made by Contractor or others.

Sheet number — Detail/ section number

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1585 S. 'D' Street, Suite 103
San Bernardino, CA 92408
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fax: (909) 384-9854
e-mail: rpa.la@verizon.net
www.richardpopeandassociates.com
Richard Pope, Landscape Architect CA# 2664

REGISTERED LANDSCAPE ARCHITECT RICHARD J. POPE LIC. NO. 2664
3/4/2020
STATE OF CALIFORNIA
Expiration: 02-28-2022

Owner/Applicant:
Grace Phelps
c/o DKC Architects, Inc.
31555 Avenue 'E'
Yucaipa, CA 92399
Attn: Ben Millett
Phone: (909) 798-7900
Email: ben@dkcarch.com

Project:
Office Building
1702 W. Park Avenue
Redlands, California 92374
Landscape Improvement Plans

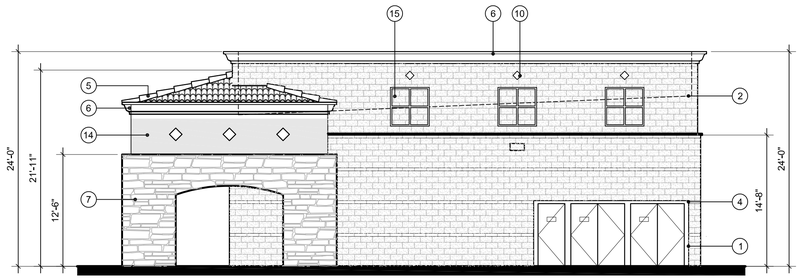
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Planting Plan

Date: **August 9, 2019**
RP&A Job No.: **19-07**
Drawn by: **LKD CKE**
Revisions:

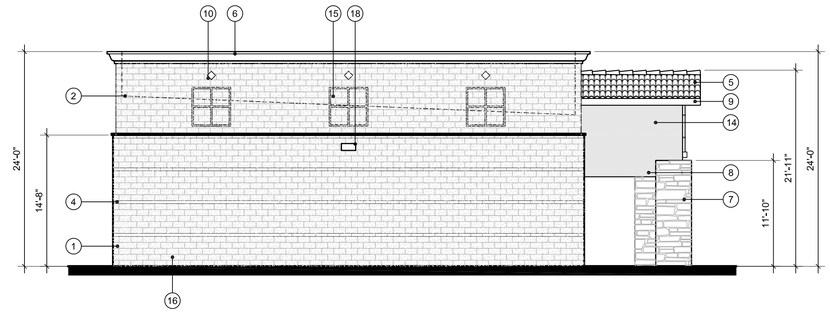
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L-3
Of: **7**



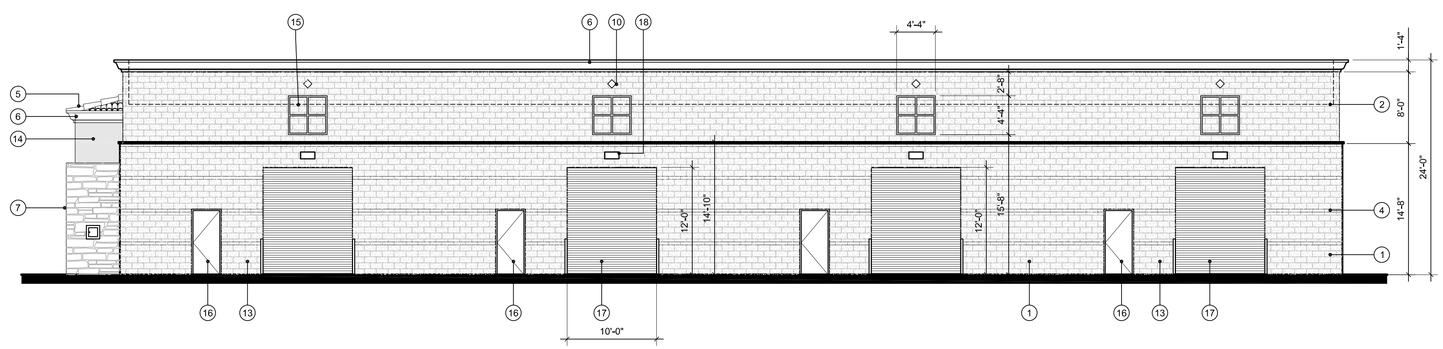
SOUTH ELEVATION - VIEW FROM PARK AVENUE | 1/8" | 4



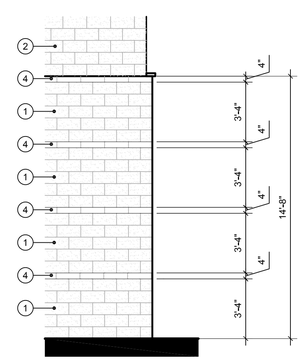
EAST ELEVATION - VIEW FROM IOWA STREET | 1/8" | 12



WEST ELEVATION | 1/8" | 14



NORTH ELEVATION | 1/8" | 19



MASONRY PATTERN | 1/4" | 20

ⓧ ELEVATION KEYNOTES

1. 8x8x16 SPLIT-FACED MASONRY BLOCK - ANGELUS BLOCK - LADERA BROWN
2. 8x8x16 SPLIT-FACED MASONRY BLOCK - ANGELUS BLOCK - HARVEST
3. VOID
4. 8x4x16 PRECISION BLOCK - ANGELUS BLOCK - LADERA BROWN
5. METAL S-TILE ROOF - BORAL STEEL - SANTA FE
6. 16" ACRYLIC PLASTER COATED FOAM CORNICE - (PAINT TO MATCH JAMES HARDIE CHESTNUT BROWN) - SW 9090 - CARAIBE
7. MASONRY COLUMN / STRUCTURE WITH STONE VENEER - ELDORADO STONE - ORCHARD CYPRESS RIDGE
8. STAINED ARCHITECTURAL GRADE GLU-LAM BEAM - SEMI TRANSPARENT STAIN - SW3505 - YANKEE BARN
9. 9-1/2" FASCIA - JAMES HARDIE - CHESTNUT BROWN
10. TILE MEDALLION - DALTILE - VICTORY RED
11. STOREFRONT.
    FRAME MATERIAL: ALUMINUM - DARK BRONZE.
    GLAZING: CLEAR
12. VOID
13. VOID
14. EXTERIOR PLASTER - MEDIUM DASH FINISH, PAINTED - SW 7551 GREEK VILLA
15. DECORATIVE 2" TUBE STEEL FRAME - PAINTED DARK BRONZE
16. PAINTED STEEL DOOR - SW9081 - HUSHED AUBURN
17. PAINTED STEEL ROLL-UP DOOR - SW9081 - HUSHED AUBURN
18. EXTERIOR LED WALLPAK LIGHTING
19. EXTERIOR DECORATIVE LED LIGHTING

ELEVATION GENERAL NOTES

DKC Architects, Inc.
DARRYL K. CARTOZIAN A.I.A.

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CONSULTANT:

CLIENT:

PLANNING

PROJECT NAME:

New Office Building

1702 PARK AVE
REDLANDS, CA. 92374
APN: 0292-155-22

OWNER:

GRACE PHELPS

APPROVALS:

REVISIONS:

1 DATE:
2 DATE:
3 DATE:

CHECKED BY: D.K.C. P.M.: D.K.C.
DATE: MAY 25, 2020

SHEET TITLE:

EXTERIOR ELEVATIONS

SHEET NO:

A201

DRAWING NAME: K:\70470499 - PHELPS NEW OFFICE BLDG\DRAWING\12 - DESIGN DEVELOPEMENT DRAWINGS\A201 - EXTERIOR ELEVATIONS - PLANNING.DWG ▶ DATE/TIME: 2020-06-25 11:01 AM ▶ PLOTTED BY: BEN MILLETT



SOUTH ELEVATION - VIEW FROM PARK AVENUE | 3/32" | 1



EAST ELEVATION - VIEW FROM IOWA STREET | 3/32" | 2

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CLIENT:

NEW OFFICE BUILDING
DR. GRACE PHELPS

1702 PARK AVENUE
REDLANDS, CALIFORNIA 92373
APN: 0292-155-22-0000

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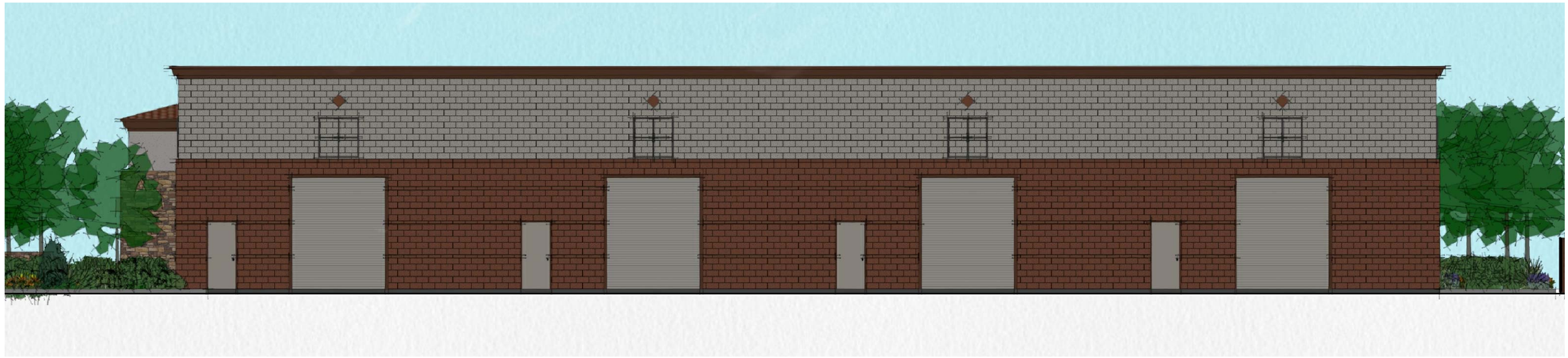
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SHEET NO:

REF.

EXHIBIT A

SHT.REF.: N/A
SCALE: 3/32" = 1'-0"
DATE: 07/08/2019
JOB NO: 70499



NORTH ELEVATION - VIEW FROM INTERIOR LOT LINE | 3/32" | 1



WEST ELEVATION - VIEW FROM INTERIOR LOT LINE | 3/32" | 2

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APN: 0292-155-22-0000

CLIENT:

SHEET TITLE:
RENDERED ELEVATIONS

SHEET NO:
REF.
EXHIBIT A

SHT.REF.: N/A
SCALE: 3/32" = 1'-0"
DATE: 07/08/2019
JOB NO: 70499



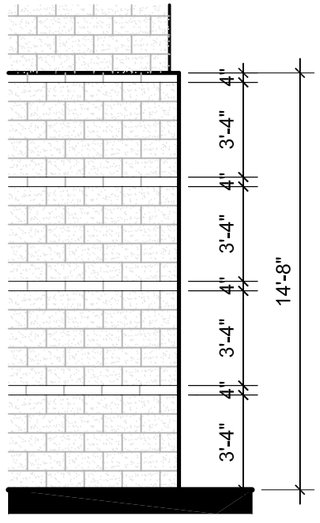
SOUTH ELEVATION - VIEW FROM PARK AVENUE | 3/32" | 1



MASONRY TEXTURE PATTERN
AND COLOR



ENLARGED TEXTURE PATTERN





ENLARGED TEXTURE PATTERN

MASONRY TEXTURE / PATTERN EXAMPLES | NTS | 2

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DR. GRACE PHELPS

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APN: 0292-155-22-0000

CLIENT:

SHEET TITLE:
DESIGN EXAMPLES
VARIATION IN MASONRY TEXTURE

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REF.
EXHIBIT B

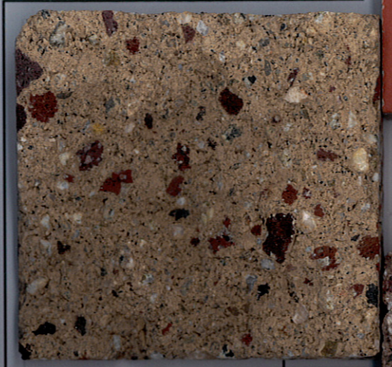
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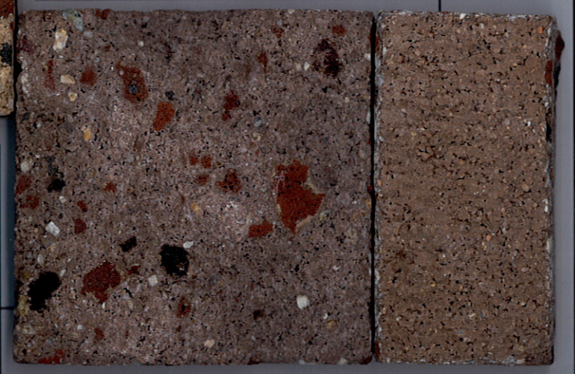
MEDALLION
DALTILE - VOLUME 1.1
VICTORY RED VL85



MASONRY BLOCK
ANGELUS BLOCK
HARVEST - SPLIT FACE



MASONRY BLOCK
ANGELUS BLOCK
LADERA BROWN - PRECISION



MASONRY BLOCK
ANGELUS BLOCK
LADERA BROWN - SPLIT FACE

WINDOW / DOOR FRAMING
ALUMINUM
DARK BRONZE

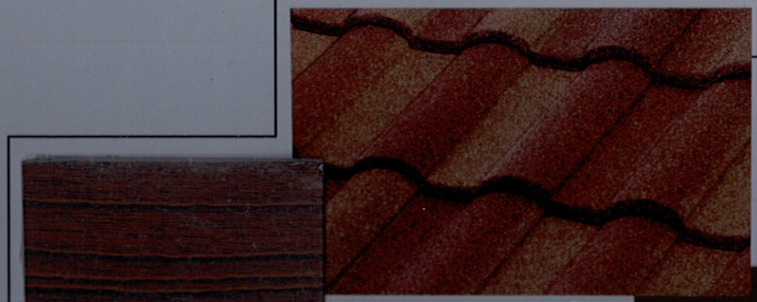


GLAZING
VITRO
BRONZE



METAL ROOF
BORAL STEEL
BARREL-VAULT TILE, SANTA FE

FASCIA / CORNICE
JAMES HARDIE SIDING
CHESTNUT BROWN



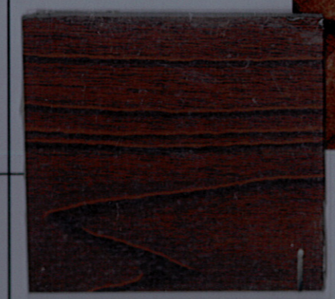


EXTERIOR PLASTER
SW 7551 GREEK VILLA

STONE VENEER
ELDORADO STONE
ORCHARD CYPRESS RIDGE



METAL CEILING PANEL
ATAS INTERNATIONAL INC.
83 DARK TEAK



DKC
Architects, Inc.

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CLIENT:
NEW OFFICE BUILDING

1701 PARK AVE
REDLANDS, CA 92374

SHEET TITLE:
COLOR BOARD

SHEET NO:
REF.
CB-1

SHT REF.:
SCALE: N.T.S.
DATE: MAY 2019
JOB NO: 70499

"A City That Works"

City Council Meeting **AGENDA ITEM NO. K. 1.**

DATE: 12/15/2020

TO: Honorable Mayor and City Council Members

SUBJECT: DKC ARCHITECTS, INC., Applicant
(Mayor to declare meeting open as a public hearing)

1. Consideration of Resolution No. 8150 - Determine that the proposed project (Socio-Economic Cost/Benefit Study, Lot Line Adjustment No. 638, Street Vacation No. 170, Commission Review and Approval No. 907, and Commission Sign Review No. 457) is exempt from environmental review in accordance with several sections of the State's guidelines implementing the California Environmental Quality Act.
2. Consideration of Resolution No. 8136 (Socio-Economic Cost/Benefit Study) – A request to adopt a socio-economic cost/benefit study for the construction of a multi-tenant building for office, retail, and commercial uses at 1702 West Park Avenue.
3. Consideration of Resolution No. 8138 (Lot Line Adjustment No. 638) – A request to approve a lot line adjustment to combine two parcels into one single for development located at 1702 West Park Avenue.
4. Consideration of Resolution No. 8139 (Street Vacation No. 170) – A request to vacate a 7-foot wide portion of street frontage, approximately 168 linear feet in length, of excess public right-of-way on the west side of Iowa Street located at 1702 West Park Avenue.
5. Consideration of Resolution No. 8137 (Commission Review and Approval No. 907) – A request to construct a 7,198 square-foot multi-tenant building for office uses (medical/professional) and retail/commercial uses, and related on-site improvements including a parking lot, landscaping, lighting, and utility connections, at 1702 West Park Avenue in the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan.
6. Consideration of Resolution No. 8140 (Commission Sign Review No. 457) – A request for approval of a Uniform Sign Program for a 7,198 square-foot multi-tenant building with four

tenant suites at 1702 West Park Avenue.
(Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls upon the applicant, or its representative, for comments and testimony
5. Mayor calls upon the City Clerk for written comments/questions/testimony received from members of the public.
6. Mayor calls upon the applicant, or its representative, for rebuttal.
7. Mayor closes the public hearing.
8. City Council considers the motion and votes.

MOTION(S):

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

"I move that the City Council adopt Resolution numbers 8150, 8136, 8137, 8138, 8139, and 8140."

RECOMMENDATION:

On July 28, 2020, the Planning Commission reviewed the project and voted 6 to 0 recommending that the City Council approve the proposed project by the following actions:

- Approve a Resolution determining that the consideration of Commission Review and Approval No. 907, Lot Line Adjustment No. 638, Street Vacation No. 170, and Commission Sign Review No. 457 proposed by DKC Architects, INC. is exempt from environmental review;
- Approve the Socio-Economic Cost/Benefit Study prepared for the Commission Review and Approval;
- Approve Lot Line Adjustment No. 638;
- Approve Street Vacation No. 170;
- Approve Commission Review and Approval No. 907; and
- Approve Commission Sign Review No. 457.

DISCUSSION:

A) Project Description

The applicant proposes to construct a 7,198 square-foot multi-tenant building for office uses (e.g., medical, professional) and retail/commercial uses on a 32,466 square-foot parcel (see Attachment A – Location Map and Aerial Photograph). The development includes the necessary on-site improvements including parking, landscaping, lighting, and utility connections (see Attachment B – Project Plans). The existing single-family residence on the site will be demolished. The project site is located at the northwest corner of Park Avenue and Iowa Street in the Commercial/Industrial land use designation of the 2035 General Plan (see Attachment C – General Plan Land Use Map), and in the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan (see Attachment D – Zoning Map).

B) Background

On February 6, 2020, the Historic and Scenic Preservation Commission reviewed the project as an informational item and did not express any concerns regarding the proposed project or the demolition of the existing structures. Prior to the demolition of any structure over 50 years old, the Historic and Scenic Preservation Commission is required to review the demolition to determine if the structure is historically significant. To construct the proposed project, the applicant will need to demolish the existing structures and obtain approval of a demolition permit by the Historic and Scenic Preservation Commission (pending a final decision by City Council on the project). A Condition of Approval is included requiring the applicant to obtain subsequent approval of a demolition permit.

On July 28, 2020, the Planning Commission held a public hearing on the proposed project, voted 6-0 recommending approval of the project to City Council, and determined that Street Vacation No. 170 is in conformance with the 2035 General Plan (Attachment E - Planning Commission staff report).

On September 15, 2020, the City Council adopted Resolution No. 8134 (known as the “Resolution of Intention to Vacate”) initiating proceedings for the vacation of a strip of excess right-of-way, seven feet (7'0") wide and approximately 168 feet long, on the west side of Iowa Street at 1702 West Park Avenue (i.e., easterly edge of the project site). The adoption of Resolution No. 8134 also initiated all noticing requirements for the street vacation request as required by law, and set a public hearing date for the street vacation to be heard and acted upon at the regular City Council meeting of October 20, 2020.

On October 20, 2020, the project was continued to the November 17, 2020, Council meeting by a 5-0 vote to allow for additional time to prepare the resolutions for consideration by Council, however, this item was taken off the agenda and noticed for the meeting of December 15, 2020.

ANALYSIS:

A) General Plan Consistency

The project is designated Commercial/Industrial on the General Plan Land Use Map, which supports a variety of commercial and light industrial uses. The 2035 General Plan states that this land use category includes flex commercial space as well as business parks, and supports uses such as auto services, commercial retail and services, and manufacturing. The proposed multi-tenant building with an office and/or commercial related use will be compatible with the intent of the Commercial/Industrial land use designation. The surrounding uses include an office business park, retail, and light industrial uses. The proposed use is also consistent with the applicable goals and policies of the General Plan. Additional discussion of the project's consistency with General Plan policies is included in the Planning Commission Staff Report (see Attachment E - Planning Commission Staff Report).

B) Socio-Economic Cost/Benefit Study

A Socio-Economic Cost/Benefit Study (Attachment N) has been prepared for the project as required. Based on the cost/benefit model utilized by the City, the proposed project will result in annual revenue totaling approximately $5,385 and annual costs totaling $4,677 which will result in annual recurring revenue totaling $708 (a positive cost/benefit ratio of +1.15).

C) Lot Line Adjustment

A Lot Line Adjustment is required because the project site currently consists of two separate legal parcels. RMC Section 17.05.030 requires a Lot Line Adjustment to be acted upon by the same approving body, if being processed concurrently with other land use applications. The applicant proposes to combine the two parcels into one parcel for site development purposes (see Attachment J - Lot Line Adjustment Exhibits). The combination of the two lots will be consistent with the RMC, as the new lot will meet the minimum width, depth, and lot area requirements for the EV/IC district, as shown in Table A, below. In addition, the developer will dedicate a 6'0" wide portion on the south side of the project site for Park Avenue right-of-way.

The City's Municipal Code requires that the lot line adjustment be reflected in the official records of the County of San Bernardino and reflected on amended deeds, and a record of survey, if required by law, all subject to review and approval by the city. In addition, any parcels which are encumbered by deeds of trust, mortgage lenders, or assessment liens shall have such documents modified by the parcel owners to the corresponding new lot lines.

Table A - Lot Line Adjustment Development Standards

EV/IC Development Standards	*Requirement*	*Existing*	*Complies?*
Lot Width	100 feet minimum	197 feet	Yes
Lot Depth	150 feet minimum	171 feet	Yes
Lot Area	20,000 sq. ft. minimum	32,466 sq. ft.	Yes

D) Street Vacation

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

The applicant has filed an application requesting that the City vacate a portion of excess right-of-way along the project's frontage along the westerly side along Iowa Street (see Attachment K – Street Vacation Exhibits). The proposal will vacate seven feet (7'0") of right-of-way, approximately 168 linear feet in length, on the west side of Iowa Street. The vacation will allow the segment along the project's frontage on Iowa Street to be built in accordance with the standards contained in the East Valley Corridor Specific Plan, and consistent with the City's General Plan (the improvements include the construction of a sidewalk, curb, and gutter).

In addition to the vacation, the applicant will be required to dedicate 6 feet (6'0") of width along the entire Park Avenue frontage on the south side of the project site. The dedication for public right-of-way will be approximately 190 feet in length, to provide a 33 foot right-of-way width to centerline, and will include a corner cutoff at the intersection to provide a curb return and pedestrian ramp (see Attachment L – Street Dedication Exhibit).

E) Zoning Designation

The site is located within the EV/IC (Commercial Industrial) District of the East Valley Corridor Specific Plan, which is intended for uses which serve a regional area with a wide variety of wholesale, retail, and service uses. The EV/IC District allows the uses permitted in the Administrative/Professional District including a variety of office uses, as well as the uses permitted in the General Commercial (EV/CG) District which include retail sales.

F) Commission Review and Approval

The proposed project includes the construction of a 7,198 square-foot multi-tenant building for office uses (e.g., medical, professional) and retail/commercial uses on a 32,466 square-foot parcel. The proposed uses are permitted within the zoning district; however, new construction is subject to review by the Planning Commission per Redlands Municipal Code (RMC) Chapter 18.12 and requires Commission Review and Approval. In this case, due to the proposed Street Vacation, the Planning Commission makes a recommendation to the City Council. Therefore, the City Council is the final acting body on the Commission Review and Approval and the related entitlements. Note that consideration of the Commission Review and Approval, by law, does not require a noticed public hearing.

Development Standards: The project complies with all applicable development

standards for the EV/IC (Commercial Industrial) District of the East Valley Corridor Specific Plan. A comprehensive review of the project's architecture, landscaping, sign program, circulation, and parking requirements is contained in the Planning Commission Staff Report (see Attachment E - Planning Commission Staff Report). Also, Attachment F (Table of EV/IC Zoning Standards) provides a detailed table of the development standards, and summarizes the project's consistency with the applicable standards (including setbacks, building height, parking, landscaping requirements, etc.).

Architecture: The proposed building design provides architectural treatments on all sides of the building by incorporating decorative steel frame dark bronze elements, tile medallion features in victory red, and precision smooth face block. The proposed building is compatible in terms of massing, scale, and height with the surrounding buildings, especially to the existing office business park to the west. The building will primarily consist of split-face masonry block, and will have stone veneer pilasters for the covered entryway and decorative tower elements along the front of the building. Proposed architectural renderings and a material/color sample board are provided in Attachments G and H. Analysis of the project's consistency with the Architectural and Design Guidelines is included as Attachment I, and the project will be consistent with the character of the surrounding development.

G) Commission Sign Review

Redlands Municipal Code Section 15.36.160(B) requires all unified centers to prepare and receive approval of a Uniform Sign Program. Sign programs are encouraged as a mean to provide consistency among signs and may specify standards more restrictive or specific than the Municipal Sign Code, but may not contain standards less restrictive or less specific.

All signs and sign criteria contained in the Sign Program will be consistent with the Redlands Municipal Code's Sign Code requirements. In the Commercial Industrial (EV/IC) District, the sign code provisions for the C-4, Highway Commercial zone are applicable. The proposed sign program includes specifications for the building signs, the proposed monument sign, and regulations for prohibited signs (see Attachment M - Sign Program). Consideration of the Commission Sign Review, by law, does not require a noticed public hearing because no sign will exceed 125 square feet in sign.

H) Findings

Findings for Socio-Economic Cost/Benefit Study

1. The project not create unmitigated physical blight within the City, or overburden public services, including without limitation the sufficiency of police and fire protection.

The Project will not create significant unmitigatable physical blight in the City of Redlands ("City") or overburden public services, including without limitation police and fire protection services, and is hereby recommended for adoption. The Project consists of the construction of a 7,198 square-foot multi-tenant building for office uses (medical/professional) and retail/commercial uses, to

legally merge two parcels into one single legal parcel, to vacate a 7-foot wide portion of street frontage, approximately 168 linear feet in length, along the project's frontage on the westerly side of Iowa Street, and to establish a uniform sign program on a 32,466 square foot parcel located at 1702 West Park Avenue. The Project is located within an area designated in the General Plan as Commercial/Industrial and provides improvements to blend in with and enhance the surrounding neighborhood through the use of landscape buffers along the public right-of-way, architectural enhancements along the public right-of-ways, and the planting of new trees on the Project site.

Regional public infrastructure has been previously installed for the neighboring streets. The Project developer will make improvements to facilitate implementation of the Project, including dedication on Park Avenue and the installation of a streetlight. The Project would provide connections to existing City infrastructure. Utilities, less than 66KV, will be placed underground. The Project developer is required to fund its fair share allocation of any necessary public infrastructure associated with development of the Project.

As determined in the Socio-Economic Cost/Benefit Study, annually the Project will provide an annual “new net” revenue of $5,384.80 to the City upon occupancy, and annual ongoing costs of approximately $4,676.50. This equates to a revenue/cost ratio of + 1.15. For every dollar it spends, the City will receive $1.15 in revenue.

Because the Project will expand the City’s economic base by increasing property tax revenues; provide the infrastructure necessary to meet Project needs in an efficient and cost effective manner; and place an emphasis on design and landscaping, the City finds that the Project will not create unmitigatable physical blight within the City or overburden public services, including without limitation police and fire protection services.

2. The benefit of the development project to the City outweighs the any direct cost to the City that may result.

The Socio-Economic Cost/Benefit Study demonstrates that, annually, the Project will generate “new net” revenues of approximately $5,384.80 and approximately $4,676.50 in cost and have a positive balance of $708.30 (or ratio +1.15). For every dollar the City spends in providing services to the Project, the City will receive $1.15 in “new net” revenue.

The Project would provide for the development of a multi-tenant building for office uses (medical/professional) and retail/commercial uses, and related on-site improvements including a parking lot, landscaping, lighting, and utility connections. Further, with the additional revenue provided to the City through increased property tax assessment, and the payment of development impact fees, direct and indirect funding will be provided for cultural enhancements, downtown district enhancements, park enhancements, public safety (Police and Fire) enhancements, and traffic enhancements.

Findings for Commission Review and Approval

1. The site for the intended use is adequate in size and shape to accommodate the use, and all the required yards, setbacks, walls or fences, landscaping and

other features will adjust the use to those existing or permitted future uses of land in the neighborhood.
The project site will be development with a 7,198 square foot multi-tenant office (medical/professional) and/or commercial (retail) building on a 32,466 square foot parcel. The development includes the necessary on-site improvements such as parking, landscaping, and lighting. The project meets the development standards of the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan including floor area ratio, setbacks, and lot coverage. The proposed use will be compatible with the surrounding uses that are located within the vicinity of the project site.
2. The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.

The site is designed to carry the type and quantity of traffic generated by the proposed use. The site will have access along Iowa Street via a one-way driveway that provides access to the three (3) parallel employment parking spaces, the loading zone, trash enclosure, and to parking lot for the building. The proposed project also provides a driveway on the north side of West Park Avenue for ingress and egress purposes. The subject property is located near West Redlands Boulevard, a major arterial that is designed to carry high traffic.
3. The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.
The conditions set forth are deemed necessary to protect the public health, safety and general welfare. The Project has been conditioned to comply with the provisions of the Redlands Municipal Code.

ENVIRONMENTAL REVIEW:

In accordance with the provisions of the California Environmental Quality Act, the project qualifies for categorical exemptions from environmental review pursuant to several sections of the State's guidelines implementing the California Environmental Quality Act: Section 15332 for In-Fill Development Projects; Section 15305 for Minor Alterations in Land Use Limitations; Section 15061(b)(3) for the street vacation; and Section 15311(a) for accessory structures including on-premises signs. The proposed project will not have any potentially significant effects on the environment, and is eligible for these exemptions.

ALTERNATIVES:

1. The City Council may continue the public hearing, and direct staff to address any issues or bring back additional information; or,

2. The City Council may continue the public hearing and direct staff to prepare findings supporting denial of the request.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jocelyn Torres, Assistant Planner

Fiscal Impact

Fiscal Year: 2020-2021

Discussion:

The applicant paid all applicable application fees in accordance with the current fee schedule.

Attachments

Attachment A: Location Map and Aerial Photo
Attachment B: Project Plans
Attachment C: General Plan Map
Attachment D: Zoning Map
Attachment E: Planning Commission Staff Report of 7-28-2020
Attachment F: Table of EV/IC Zoning Standards
Attachment G: Elevations & Color Renderings
Attachment H: Material/Color Sample Board
Attachment I: Table of Architectural Guidelines
Attachment J: Lot Line Adjustment Exhibits
Attachment K: Street Vacation Exhibits
Attachment L: Street Dedication Exhibit
Attachment M: Sign Program
Attachment N: Socio-Economic Cost Benefit Study
Attachment O: Council Resolution No. 8134 (Notice of Intention to Vacate)
Attachment P: Planning Commission Resolutions 1502, 1503, and 1519
Attachment Q: Resolution No. 8136 (Socio-Economic Cost Benefit Study)
Attachment R-1: Resolution No. 8137 (Commission Review & Approval)
Attachment R-2: Exhibit B (MUED Conditions of Approval)
Attachment R-3: Exhibit C (Fire Dept. Conditions of Approval)
Attachment S-1: Resolution No. 8138 (Lot Line Adjustment)
Attachment S-2: Exhibit B to Resolution 8138
Attachment T-1: Resolution No. 8139 (Street Vacation)
Attachment T-2: Exhibits A and B to Resolution 8139
Attachment U-1: Resolution No. 8140 (Sign Program)
Attachment U-2: Exhibit A to Resolution 8140
Attachment V: Resolution 8150

RESOLUTION NO. 8137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING COMMISION REVIEW AND APPROVAL NO. 907 TO CONSTRUCT A MULTI-TENANT BUILDING FOR OFFICE, RETAIL, AND COMMERCIAL USES AT 1702 WEST PARK AVENUE IN THE COMMERICAL INDUSTRIAL (EV/IC) DISTRICT OF THE EAST VALLEY CORRIDOR SPECIFIC PLAN

WHEREAS, DKC Architects, Inc. ("Applicant") has filed an application for Commission Review and Approval No. 907 for the construction a seven thousand one hundred ninety eight (7,198) square-foot multi-tenant building for medical/professional, office, and retail/commercial uses, and related on-site improvements, located at 1702 West Park Avenue in the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan (APNs: 0292-155-10-0000 and 0292-155-16-0000); and

WHEREAS, on July 28, 2020, the Planning Commission held a duly noticed regular meeting at which interested persons had an opportunity to testify in support of, or in opposition to, Commission Review and Approval No. 907, and at which the Commission subsequently recommended approval of Commission Review and Approval No. 907 to the City Council; and

WHEREAS, on October 8, 2020, the City Council considered Commission Review and Approval No. 907 and continued the matter to the City Council's December 15, 2020, meeting; and

WHEREAS, on December 15, 2020, the City Council further considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the Applicant, and testimony by members of the public, for Commission Review and Approval No. 907; and

WHEREAS, this City Council has adopted Resolution No. 8150 determining that approval of Commission Review and Approval No. 907 is exempt from environmental review under the California Environmental Quality Act;

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

Section 1. Required Findings. Pursuant to Redlands Municipal Code Section 18.12.080(D) and, after consideration of the record before the City Council, and all oral and written evidence and testimony presented at the meeting for Commission Review and Approval No. 907, the City Council hereby finds as follows:

1. *The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the neighborhood.*

The project site will be developed with a seven thousand one hundred ninety eight (7,198) square-foot multi-tenant medical/professional office and/or retail/commercial building on a thirty two thousand four hundred sixty six (32,466) square-foot parcel. The development includes the necessary on-site improvements such as parking, landscaping, and lighting. The Project meets the development standards of the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan including floor area ratio, setbacks, and lot coverage. The Project use will be compatible with the surrounding uses that are located within the Project vicinity of the project site.

2. *The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.*

The site is designed to carry the type and quantity of traffic generated by the proposed use. The site will have access along Iowa Street via a one-way driveway that provides access to the three (3) parallel employment parking spaces, the loading zone, trash enclosure, and to parking lot for the building. The Project also provides a driveway on the north side of West Park Avenue for ingress and egress purposes. The subject property is located near West Redlands Boulevard, a major arterial that is designed to carry high traffic.

3. *The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.*

The conditions set forth are deemed necessary to protect the public health, safety and general welfare. The Project has been conditioned to comply with the provisions of the Redlands Municipal Code.

Section 2. Approval. The City Council hereby approves Commission Review and Approval No. 907, subject to the Conditions of Approval and incorporated herein by this reference as Exhibit "A," Exhibit "B," and Exhibit "C."

ADOPTED, SIGNED AND APPROVED this 15th day of December, 2020

Mayor, City of Redlands

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 15th day of December, 2020, by the following vote:

AYES:	Councilmembers Barich, Tejeda, Davis, Guzman- Lowery; Mayor Foster
NOES:	None
ABSENT:	None
ABSTAIN:	None

Jeanne Donaldson, City Clerk

EXHIBIT A
CONDITIONS OF APPROVAL
COMMISSION REVIEW & APPROVAL NO. 907

1. This approval is for Commission Review and Approval No. 907 to construct a 7,198 square foot multi-tenant office (medical/professional) and/or commercial (retail) building and related on-site improvements including a parking lot, landscaping, and lighting on a 32,466 square foot parcel. The project site is located at 1702 West Park Avenue, at the northwest corner of West Park Avenue and Iowa Street, in the EV/IC (Commercial Industrial) District of the East Valley Corridor Specific Plan (APN: 0292-155-22-0000).

2. Unless construction has commenced pursuant to the issuance of a building permit, or a time extension is granted in accordance with Code, this approval shall expire two (2) years from the date of City Council approval.

3. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code and the East Valley Corridor Specific Plan (Specific Plan No. 40).

4. The issuance of any permits shall comply with all applicable provisions of the Redlands California Fire Code and the California Building Code currently in effect.

5. All plans submitted to the City shall reflect the City Council approval and any other changes required by the Commission and/or staff. This condition applies to the site plan, landscape plans, building elevations and materials, and all other illustrations, text, or plans submitted to the City in connection with this project.

6. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design, grading plan, landscaping plan, or building elevations without first consulting with the Development Services Director or designee.

7. A copy of the approved Conditions of Approval shall be included on the cover page of the construction plans submitted to the Building Division.

8. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.

9. The applicant shall apply for a demolition permit, which is to be reviewed by the Historic and Scenic Preservation Commission due to the structure being over fifty (50) years of age.

10. The applicant shall comply with all applicable provisions of Section 18.224.020 (Transportation Control Measures) of the Redlands Municipal Code.

11. The applicant shall provide a 'One Way – Do Not Enter' pavement sign on the west sign of the building (adjacent to the accessible parking stalls) to ensure that vehicles do not enter the

one way driveway.

12. Pursuant to Government Code Section 66020(d), certain fees, dedications, reservations or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90) day protest period. Please be advised that the ninety (90) day protest period for those fees, dedications, reservations and exactions which are subject to Government Code Section 66020(a) has commenced to run on the date this project was approved by the City.

13. The property owner and applicant and their successors and assigns, shall defend, by paying for the defense costs of the City of Redlands (for counsel retained by 7 the City), indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents, from and against any and all claims, actions, and proceedings (collectively "Claims") to attack, set aside, void or annul the approval of this Conditional Use Permit by the City, or Claims brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of costs or attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days following notice of such action from the City, the applicant shall file with the City a performance bond or irrevocable letter of credit, or other form of security satisfactory to the City (the "Security") in a form satisfactory to the City, and in the amount of $300,000, to ensure applicant's performance of its defense and indemnity obligations under this condition. The Security amount shall not limit the total indemnity obligation of the applicant pursuant to this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

14. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction.

15. All on-site utilities shall be placed underground except power poles for lines over 66 KV. Plans shall be submitted that detail the undergrounding of all on-site utilities, subject to review and approval by the Development Services Director, prior to issuance of building permits.

16. Transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping. Multiple electrical meters and panels shall be fully enclosed and incorporated

into the overall architectural design of the building(s). Backflow preventers shall be enclosed with landscaping that will provide complete screening upon maturity. The location and method of enclosure or screening of this equipment shall be shown on the construction plans and landscape plans prior to building permit issuance. Location of said equipment shall be coordinated with appropriate utility company (e.g., Southern California Gas Company or Southern California Edison Company). The applicant shall submit plans showing details of screening subject to review and approval by the Development Services Director, prior to issuance of building permits.

17. Ground mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director, prior to issuance of building permits.

18. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting and/or photometric plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. The illumination within the parking lot shall be a minimum of 0.5-foot candle and illumination along all property lines of the project site shall not exceed 0.5-foot candle. Walkway lighting shall have a maximum height of 12 feet and all parking lot lighting shall have a maximum height of 30 feet.

19. Plans submitted for plan check shall include an exterior lighting plan, including fixture and pole designs, for review and approval by the Development Services Director or designee.

20. All lighting shall be shielded, and no light or glare shall impact the surrounding properties.

21. Prior to issuance of building permits, Developer shall demonstrate that light standards will not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

22. All landscaped areas noted on the site plan shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.

23. Landscape and Irrigation Plans shall provide water use calculations on the submitted plans, and Developer shall demonstrate compliance with the Model Water Efficient Landscape Ordinance prior to permit issuance. The plans shall be prepared by a California-licensed landscape architect.

24. The Final Landscape Plans shall incorporate the following:

    a. The landscape plan shall comply with all requirements for landscaping in parking lots pursuant EV4.0255 of the East Valley Corridor Specific Plan or other Specific Plan.

b. The landscape plan shall be detailed and show the specific distribution, size, and amount of each species of trees, shrubs, and groundcover;

c. All plant material shall be sized so that the landscaping has an attractive appearance at the time of installation and a mature appearance within three (3) years;

d. Trees with a trunk height of not less than six feet (6') shall be installed in the planters at each end of an aisle, at three (3) space intervals throughout the parking area, and at twenty-foot (20') intervals along the periphery of the parking area. Within parking areas, trees may be clustered in groups to achieve a more natural setting provided the total number of trees meets the previous planting requirements;

e. At least fifty percent (50%) of the trees shall be an evergreen variety and shall be evenly distributed throughout the parking area;

f. At least fifty percent (50%) of the trees shall be fifteen (15) gallon in size, twenty five percent (25%) shall be twenty-four-inch (24") box size, and twenty five percent (25%) shall be thirty-six-inch (36") box in size. All trees shall meet the following minimum caliper sizes. If the caliper size cannot be met at the container size, then the developer shall increase the container size to meet the required caliper;

g. All trees identified on the landscape plan are to be maintained and the trimming or maintenance of them shall serve the purpose to bring them into a full canopy type configuration. If applicant/developer fails to maintain and trim said trees to allow for full canopy type configuration, applicant/developer shall be in violation of its conditions of approval and subject to enforcement as allowed by law;

h. All landscape planters that are ten feet (10') or less in width shall utilize measures such as root barriers or other deep watering system to minimize heaving of parking area pavement and curbs by tree roots; and

i. An automatic irrigation system shall be utilized to irrigate the site's approved landscape design.

j. Where automobile bumpers overhang landscaped planters, two feet (2') of clear areas unobstructed by trees or shrubs shall be provided for overhang.

k. A solid hedge row to be maintained at a height of 3 feet, upon maturity, shall be planted adjacent to West Park Avenue and Iowa Street, where adjacent to the public right-of-way to screen the parking lot.

25. The landscape architect responsible for the design of the project's landscape plan shall review and certify, prior to a request by the applicant for a final occupancy inspection, that the installed landscaping meets the specifications of the approved landscape plan, except as modified in the conditions of approval.

26. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Sign locations and illumination are subject to review and approval by the Planning Division under separate permit.

27. Glazing or image reflective surfaces (specular reflectance), such as the glazing on windows, shall be limited to a maximum reflectance value of twenty five percent (25%). "Specular reflectance" means any mirror like reflection, as contrasted to diffused reflection from such surfaces as concrete or vegetation.

28. Prior to the issuance of building permits, the applicant shall submit plans detailing that roof screening is of adequate height to screen any roof-top equipment from public view on all sides, subject to review and approval by the Development Services Director. Screening of air conditioning units and other equipment on the buildings shall be incorporated into or compatible with the architectural design of the buildings. All equipment shall be screened from public view of adjacent roadways and freeways.

29. Prior to the issuance of building permits, ground mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director, prior to issuance of building permits.

30. In the event of an accidental discovery or recognition of any human remains or funerary objects, Public Resource Code Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains, the following steps shall be taken:

    1. There shall be no further excavation or disturbance of the site or any nearby area (within a 100-foot buffer of the find), as reasonably suspected to overlie adjacent human remains, until the City of Redlands Police Department and San Bernardino County Coroner are contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resource Code Section 11 5097.98, or

    2. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendent or on the project area in a location not subject to further subsurface disturbance:

- The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission;
- The descendent identified fails to make a recommendation; or
- The landowner or his authorized representative rejects the recommendation of the descendent, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

31. Prior to issuance of a building permit, the applicant shall be required to obtain approval of a construction site safety plan by the Redlands Police Department providing adequate security measures such as lights, video cameras, vehicle transponders, locks, alarms, trained security personnel, fencing etc. The nature of the measures will depend on the specific requirements of the site and may vary with the different stages of construction. The applicant shall be responsible for the compliance of all sub-contractors working on the site.

32. The project site shall be kept in a weed and dust free condition throughout all periods of development.

Police Department

33. Provide elevated exterior cameras on all four corners of the building that will cover entrance/exit to lot, traffic flow, and parking lot area.

34. Provide exterior cameras that will cover the public entrance doors to the building.

Facilities and Community Services Department

35. The Southern Magnolia street trees require 40 feet of spacing, any street light or utility box require 25 feet of spacing, and 20 feet of spacing is required from a stop sign and driveway approach.

36. More than one (1) species are required to be planted within the parkway.
    a. Please interplant with one other from the species below:
        i. Pink Trumpet Tree
        ii. Western Redbud
        iii. Brisbane Box

37. A recycling plan will be required if commercial construction activity is occurring, pursuant to RMC 13.66.020.

Other Departments

38. Conditions of Approval from the following City Departments/Divisions are applicable to the project, and are hereby incorporated by reference:

a. Municipal Utilities & Engineering Department (Exhibit B)
b. Fire Department (Exhibit C)

Brian Desatnik,
Development Services Director

EXIBIT B

MUNICIPAL UTILITES & ENGINEERING DEPARTMENT
CONDITIONS OF APPROVAL

[Attached]

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
COMMISSION REVIEW AND APPROVAL NO. 907

Date of City Council Meeting:	**November 17, 2020**
Applicant:	**DKC Architects, Ben Millett**
Location:	**1702 West Park Avenue**
Project Description:	**Construct a 7,198 Square Foot Office Building**

The applicant shall comply with the following engineering requirements to allow for the orderly development of the surrounding area and for public health and safety.

All requirements for development shall be consistent with requirements set forth in the East Valley Corridor Specific Plan; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction – Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

A. The following items are required prior to issuance of the GRADING PERMIT.

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal.

2. Plans required to be submitted include:
   a. Precise Grading Plan. Grading plans shall be coordinated with the existing and proposed off-site improvements. (RMC 15.04)
   b. Erosion Control Plan. Erosion/Sediment Control Plan shall be submitted for review and approval. National Pollutant Discharge Elimination System (NPDES) Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in effect for the entire duration of project construction to its completion and acceptance by the City. (RMC 13.54)
   c. Water Quality Management Plan. Submit preliminary/final Water Quality Management Plan (WQMP) for review and approval. WQMP shall consist of post construction Best Management Practices (BMPs) prepared in accordance with the requirements and guidelines of the San Bernardino County Stormwater Program. The requirements of the WQMP shall remain in effect throughout the life of the project. (California State Order No. R8-2010-0036)

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Six (6) copies of each are required. After final review, grading and SWPPP plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 18.12.080)
   b. Geotechnical Report; (RMC 15.04) and
   c. Easement Documents. (RMC 18.12.080)

5. A final WQMP that is in substantial conformance with the preliminary WQMP and in full conformance with the WQMP Guidance Document shall be submitted and approved prior to the approval of precise grading plans.

6. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (RMC 12.16.290)

7. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

   NOTE: Cash cleanup deposit and truck route permit submitted during the grading process could be transferred to be used during building construction or off-site improvement construction if it is within the time limit specified in the truck route permit, otherwise a new truck route permit must be issued.

8. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

   a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or
   b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

B. The following items are required prior to RECORDATION OF TRACT/PARCEL MAP.

No map is required for this application.

C. The following items are required prior to issuance of the BUILDING PERMIT

1. Pay plan check fee as established per resolution. The amount is to be determined at plan check submittal.

2. Plans required to be submitted shall include:
   a. Street Improvement;
   b. Pavement Striping Plans (including reflectorized pavement markers);
   c. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List;
   d. Street Light Installation – Provide street lighting plan which show approved locations of service pedestal(s), conduits, street lights, appurtenances, and any necessary detail by Southern California Edison Company; and
   e. Recycled Water Main Installation.

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Three (3) copies of each are required. After final review, plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. All off-site improvements shall be designed by owner's Civil Engineer in accordance with City Standard Specifications and Detail Drawings and Standard Specifications for Public Works Construction (Green Book) latest revision thereof. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking.

5. The approximate locations of existing underground utilities shall be shown on the improvement/site/grading plans. The utilities shall be plotted from record and field data. The City of Redlands and the Engineer assume no liability as to the exact location of said lines where locations are not shown.

6. Submission of approved onsite potable and irrigations plans (pdf format) is required prior to connection to recycled water system. All onsite improvements shall be done in accordance with the Water Resources Control Board, Division of Drinking Water requirements for recycled water. City shall submit plans to Division of Drinking Water for approval prior to final approval and installation of irrigation meters.

7. Provide pad certification and compaction report to the Building and Safety Department.

8. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
    - Transportation Facilities; (RMC 3.54)
    - Fire Facilities; (RMC 3.60)
    - General Government Facilities; (RMC 3.60)
    - Police Facilities; (RMC 3.60)
    - Storm Drain Facilities; (RMC 3.56)
    - Water Capital Improvement Charge; (RMC 3.48)
    - Recycled Water Capital Improvement Charge; (RMC 3.53)
    - Water Source Acquisition Charge; (RMC 13.40)
    - Sewer Capital Improvement Charge; (RMC 3.44)
    - Solid Waste Capital Improvement Charge; (RMC 3.70) and
    - Recycled Water Frontage Charges. (RMC 13.44)

9. Final City approved mylars for all public improvements shall be on file with the Municipal Utilities and Engineering Department.

10. Although this project will have an on-going inspection throughout construction, a final inspection for all off-site improvements must be scheduled by developer to certify that these improvements comply with City specifications. (RMC 12.16.090)

11. Requirements for Park Avenue (RMC 18.12.080):

    a. Dedicate to provide for a 33 foot half street right-of-way width including a corner cutoff/radii at the property line return to accommodate a 30 foot radius curb return and pedestrian ramp;
    b. Construct standard curb and gutter 22 feet north side of street centerline;
    c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
    d. Construct standard sidewalk along the entire street frontage and ramps at all curb returns;
    e. Install LED ornamental street light(s) [LEOTEK (GCJ2-20H-MV-WW-2-GY-1A-WL-PCR7-CR) or approved equal] with the equivalent illumination of a 150 watt sodium vapor street light. Prepare and submit a separate street lighting plan for City approval. Street light spacing shall be determined by the City of design specifications. Installation of one (1) light will be required. Location of the light will be determined at time of plan preparation. Coordinate with City staff for guidance at that time. Prepare and submit a separate street lighting plan for City approval;

f. Provide street trees spaced avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
g. Construct underwalk drain, if necessary;
h. Use traffic index of 8.0;
i. Install a minimum 8 inch diameter dry recycled water main including necessary valves and appurtenances; and
j. Install commercial fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations.

13. Requirements for Iowa Street (RMC 18.12.080):

a. Construct standard curb and gutter 22 feet west side of street centerline;
b. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
c. Construct standard sidewalk along the entire street frontage and ramps at all curb returns;
d. Provide street trees avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
e. Construct underwalk drain, if necessary;
f. Use traffic index of 8.0;
g. Install commercial fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations;

14. Provide for adequate drainage facilities. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual. (RMC 18.12.080)

15. All irrigation lines that exist within any street right-of-way shall be replaced with ductile iron, cement mortar lined and coated steel, or as approved by City Engineer. (RMC 18.12.080)

16. All off-site utilities shall be placed underground. The undergrounding shall include power poles located along the project site's street frontage(s) and may include power poles beyond the site's boundary as determined by Southern California Edison. Those power poles that are 66KV or greater will not be required to be undergrounded. Any power pole(s) that contain a street light may be required to install a standard street light, in accordance with the Municipal Utilities and Engineering Department's standards. Plans shall be submitted that detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer. (RMC 18.12.080)

17. Install reduced pressure principle backflow devices as required by City Engineer. (RMC 13.20)

18. Install onsite fire line with double detector check valve backflow devices at service connection satisfactory to the City Fire Department. (RMC 13.20)

19. Submit recycling plans for site demolition/construction for review and approval in accordance with Chapter 13.66 of the Redlands Municipal Code.

20. Dedication documents shall be prepared by a licensed Land Surveyor or registered Civil Engineer (registered prior to January 1982) and must be submitted for review and approval before recordation. (California B&P Code 8761 and CCR 4411)

21. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows (RMC 18.12.080):

Performance	90% security in the form of a Surety Bond and 10% in the form of a cash deposit (due prior to building permit issuance)
Warranty	10% security (cash security provided as part of the Performance security will be retained as the warranty security)
Labor and Materials	100% security in the form of a Surety Bond (due prior to building permit issuance)

22. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work. (RMC 18.12.080 and 12.20.100)

23. Execute Public Improvement Agreement. (RMC 12.22.060)

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION.

1. Pay the Water Capital Improvement Charge; (RMC 3.48.030)

2. Pay Water Source Acquisition Charge; (RMC 13.40)

3. Pay the Recycled Water Capital Improvement Charge; (RMC 3.53.050)

4. Pay Recycled Water Frontage Charges; (RMC 13.44) and

5. Pay the Water Meter Charge. (Redlands Ordinance No. 2830)

E. The following items are required prior to issuance of the ENCROACHMENT PERMIT.

1. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (Required unless previously submitted under Sections A, B or C.) (RMC 12.16.290)

2. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

3. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

4. Encroachment Permit application and two (2) sets of City approved plans must be submitted for all off-site improvements. Encroachment Permit fees shall be paid prior to issuance of Encroachment Permit. (RMC 12.16.010)

5. A California OSHA Permit Number for all work that is 5 feet deep or deeper shall be provided. Call (909)383-4321. (RMC 12.16.040)

6. A copy of soils report is required with recommendation for the final pavement structural section to be submitted prior to placing of the street pavement. The report shall include test results and boring/sampling locations.

7. A traffic control plan shall be prepared in accordance with the latest revision of CA MUTCD or W.A.T.C.H. manual, submitted and accepted by the City Engineer prior to issuance of an encroachment permit. The plan shall show all required construction signage, warning devices, road closures, detours, delineation, phasing schedules and anticipated durations of closures and detours for any work within the public right-of-way. The plans shall provide names and 24-hour phone numbers of individuals who can be contacted regarding traffic control measures.

8. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows:

Performance	90% security in the form of a Surety Bond and 10% in the form of a cash deposit (due prior to building permit issuance)
Warranty	10% security (cash security provided as part of the Performance security will be retained as the warranty security)

Labor and Materials	100% security in the form of a Surety Bond (due prior to building permit issuance)

9. Execute Public Improvement Agreement.

10. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

F. The following items are required prior to issuance of CERTIFICATE OF OCCUPANCY.

1. All requirements as described in Sections A, B, C, D and E of these conditions of approval shall be met.

2. All work shall be completed to the satisfaction of the City Engineer. All as-built plans shall be delivered to the Municipal Utilities and Engineering Department for review and approval.

3. The Engineer of Record shall file a Final Certification for all grading and improvements relating to the project development.

4. A grading certificate letter from the engineer of record is required.

5. Owner's Licensed Land Surveyor shall reset survey points, monuments, record corners, and centerline ties that were destroyed during construction and shall file Corner Records for those points prior to completion of the project with San Bernardino County Surveyor. Copies of information shall be furnished to the Municipal Utilities and Engineering Department. [California B&P Code 8762, 8767, 8768, 8771, and 8773(b)]

6. A list of as-built infrastructure improvement quantities shall be provided in the Excel format provided by the City showing quantities for each street segment (i.e. pavement, curb and gutter, sidewalk, etc.)

7. Streets may be required to have a seal coat applied at the option of the City Engineer. Type of seal coat is to be determined by the City Engineer.

8. Resurface existing roadway as directed by the City Engineer due to utility installations and construction damage.

9. Existing striping shall be removed and replaced as necessary. New striping and pavement markings shall be installed as required by the City Engineer.

10. Contractors will be required to pave new streets in two (2) phases with last phase being delayed until 95 percent of construction has been completed, or on approval of the City Engineer.

11. Owner/Developer shall provide recycling receipts as required by the recycling plan.

G. The following items are required prior to release of SECURITIES/WARRANTIES/DEPOSITS.

1. Prior to the release of the securities for the project, all improvements shall be reviewed and accepted by the City Engineer.

2. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30 days for processing.

ROSS WITTMAN
Senior Project Manager
Municipal Utilities and Engineering Department

DONALD YOUNG, P.E., P.M.P.
One Stop Permit Center Manager

Initial

Note: Conditions related to Performance, Labor and Material, and Warranty have been modified from those presented at Planning Commission on July 28, 2020.

FILE: CRA 907

EXIBIT C

FIRE DEPARTMENT
CONDITIONS OF APPROVAL

[Attached]

FIRE DEPARTMENT

City of
REDLANDS
Incorporated 1888
City of Redlands
35 Cajon Street, Suite 12, Redlands, CA 92373
909-798-7601

COMMUNITY RISK
REDUCTION DIVISION

Date: October 21, 2020

Project Name: Proposed medical office & professional building – new construction

Prelim. Rev. No.: Commission Review No. 907

Project Location: 1702. W. Park Ave (East Valley Corridor Specific Plan)

Project Planner: Jocelyn Torres, Assistant Planner

Fire Plan Examiner: Christopher P. Jensen, Fire Marshal

Telephone/Email: 909-798-7605 / cjensen@cityofredlands.org

Project Description: New construction of a professional office building 7,198 square feet.

PRIOR TO ISSUANCE OF A BUILDING OR GRADING PERMIT

1. City of Redlands Fire Department at time of plan or permit submission will charge certain fees for plan review and inspections. Fees will be determined at time of plan review and/or inspections.
2. The proposed project shall comply with the applicable California codes and standards of Title 24, Part 1-12 respectively and referenced standards.
3. The required fire flow shall be 1,500 GPM for a 2-hour duration at 20 PSI residual operating pressure. Documentation is required from the City Municipal Utilities & Engineering Department (MUED) verifying that the system is capable of meeting the required fire flow prior to building permit issuance. If the system is not capable of meeting the required fire flow documentation shall be provided showing financial arrangements have been made and water system improvement plans have been submitted and approved by the City of Redlands Fire Department and City Municipal Utilities & Engineering Department to upgrade the existing system prior to release of building permits.

PRIOR TO CONSTRUCTION

1. Any gate or barrier across a fire access roadway or that restricts access to premises, whether manual or automatic, must meet the City of Redlands Fire Department requirements and have specific plans and permits approved prior to installation. Gates serving multi-family, assembly, educational, hazardous, institutional, or storage

structures must be automatic and meet UL 325 and ASTM F 2200 standards. Knox brand key-operated electric key switch keyed to City of Redlands Fire Department specification are required. The Knox switch shall override all gate functions and open the gate. Other access control systems, such as Opticom, are required and must be installed as directed by the Fire Marshal.

2. Water improvement plans shall be approved by City of Redlands Fire Department. The Developer shall furnish the City of Redlands Fire Department with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes maybe required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. Private on-site fire protection for supplying automatic fire sprinkler risers shall be a minimum of 4" pipe supplying a single sweep to the automatic fire sprinkler riser. The fire department connection must be located within 50 feet of a fire hydrant and be installed on the address side of the building. The private fire hydrant system and private on-site underground fire protection must be approved, permitted, installed, tested, and accepted, prior to combustible construction.
3. The existing fire hydrant system is insufficient to provide the required fire flow or to supply the fire department connection(s). This system is required to be upgraded to meet the required fire flow and distance to the fire department connection as identified above.
4. Prior to combustibles being brought to the site, the developer shall provide written certification from Municipal Utilities & Engineering Department, dated within the last thirty days, that:
   A. All fire hydrants or connections to public water mains required of the project have been installed, tested, and approved by the City of Redlands Fire Department & Municipal Utilities & Engineering Department, and
   B. Are permanently connected to the public water main system, and
   C. Are capable of supplying the required fire flow as required by City of Redlands Fire Department.
5. Fire hydrants shall be painted per City of Redlands Fire & Municipal Utilities & Engineering Department standards and be maintained free of obstructions. Blue reflective raised pavement markers shall be installed on the pavement at approved locations marking each fire hydrant location.
6. If any fire hydrant is taken "OUT OF SERVICE" – City of Redlands Fire Department shall be notified immediately and the hydrant marked, bagged, or otherwise identified as OUT OF SERVICE as directed by the Fire Marshal.

PRIOR TO OCCUPANCY

1. Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with NFPA #13 Standards for Automatic Fire Sprinkler Systems. Three sets of plans, hydraulic calculations, and material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.

2. Prior to Fire Department Clearance for occupancy, an automatic fire alarm system shall be installed. The system shall comply with NFPA #72 standard for Fire Alarm Systems. Three sets of plans, material specification's sheets for all equipment used in the system and California State Fire Marshal listings shall be submitted by a State of California Licensed C-7 and/or C-10 Contractor for review, approval, and permits must be issued prior to commencing work.
3. Prior to final inspection or occupancy, hand portable fire extinguishers are required to be installed as directed by City of Redlands Fire Department staff. The size, location, and markings shall be illustrated on the floor plan of the construction documents. Prior to installation the client is directed to request a fire inspection to confirm the locations of the fire extinguishers due to field changes with business systems that could conflict with the construction documents.
4. Permanent commercial/industrial three-dimensional street numbers, minimum 12 inches in height with a ½ inch stroke, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be visible form the street and shall not be obstructed in any manner.
5. Address numbers and suite numbers are required to be installed or painted on the rear of access doors to multiple suite facilities. Numbers or letters shall be a minimum of four (4) inches in height and placed on a contrasting background.
6. Knox emergency access key box is required at each building, with specific mounting locations approved by City of Redlands Fire Department. Recessed mount key boxes are required. Premise keys for all buildings and areas shall be marked and placed in the box prior to final inspection to ensure emergency access. The building owner/occupants shall provide replacement keys whenever locks are changed.
7. Provide plans as a PDF file for pre-fire planning use by the fire department. Information shall include locations of all exits, stairwells and roof access. Also, the location of fire hydrants, fire department connections, post indicator valves, backflow prevention, gas, electrical, water, fire sprinkler risers and standpipe valves and shutoffs, and elevator and electrical equipment rooms, fire alarm panels, and remote annunciators. The symbols used for the pre-fire plan must be obtained from City of Redlands Fire Department.
8. Final fire protection plans (i.e. fire sprinkler and fire alarm plans), hydraulics, specifications, and technical books shall be submitted in a PDF file and checked for quality control, prior to occupancy.

End of Conditions

RESOLUTION NO. 8423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A ONE-YEAR EXTENSION OF THE EXPIRATION DATE FOR COMMISSION REVIEW & APPROVAL NO. 907 TO CONSTRUCT A 7,198 SQUARE-FOOT COMMERCIAL/OFFICE BUILDING AND RELATED SITE IMPROVEMENTS LOCATED AT 1702 WEST PARK AVENUE (APN: 0292-155-22-0000).

WHEREAS, Grace Phelps, property owner and applicant, has submitted an application for Extension of Time No. 1 to construct the project approved with Commission Review & Approval No. 907 for a 7,198 square-foot multi-tenant office and commercial building located at 1702 West Park Avenue (APN: 0292-155-22-0000) in the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan; and

WHEREAS, on December 15, 2020, the Redlands City Council held a public hearing, and adopted Resolution Nos. 8136, 8137, 8138, 8139, 8140, and 8150 to approve Commission Review & Approval No. 907, the Socio-Economic Cost/Benefit Study for the project, and related land use actions for the project; and

WHEREAS, Redlands Municipal Code section 18.12.130 permits an applicant to request a one-year extension of time to extend the expiration date for a Commission Review & Approval permit, provided the total number of such one-year extensions do not exceed three; and

WHEREAS, the applicant intends to develop the project approved by Commission Review & Approval No. 907, and requests the extension due to the pandemic and related economic and financial conditions; and

WHEREAS, following the hearing for the extension of time to Commission Review & Approval No. 907, the City Council determined that the approval of the requested one-year extension of time is in the best interests of the public health, safety, and general welfare.

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

SECTION 1. California Environmental Quality Act. Approval of this Resolution is exempt from further environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act, as there is no possibility of any potentially significant environmental effects as a result of the time extension. City Council Resolution No. 8150 was adopted on December 15, 2020, and determined the project was exempt from environmental review in accordance with the California Environmental Quality Act.

SECTION 2. Approval of Extension of Time. The proposed one-year extension of time for Commission Review & Approval No. 907 is hereby approved in accordance with Redlands Municipal Code Section 18.12.130.

SECTION 3. Expiration Date. The new expiration date for Commission Review & Approval No. 907 shall be December 15, 2023. The project shall remain subject to all original Conditions of Approval contained in City Council Resolution No. 8137.

SECTION4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 6th day of December, 2022.

_____

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 6th day of December, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeanne Donaldson, City Clerk

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2951 (Ordinance Text Amendment No. 363 - Second Reading) to amend the Redlands Municipal Code Section 18.96.070 for the Highway Commercial (C-4) zone to permit self-storage facilities as a conditional use subject to a Conditional Use Permit on properties in the C-4 zone that are a minimum of five acres in size (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Ordinance No. 2951.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2951, amending Ordinance Text Amendment No. 363 - Second Reading) to amend the Redlands Municipal Code Section 18.96.070 for the Highway Commercial (C-4) zone to permit self-storage facilities as a conditional use subject to a Conditional Use Permit on properties in the C-4 zone that are a minimum of five acres in size.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The Council may consider continuing this matter in order to allow additional time to review Ordinance No. 2951.

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. 2951 amending 18.96.070 Self-storage facilities

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ORDINANCE NO. 2951

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 18.96 OF THE REDLANDS MUNICIPAL CODE, SECTION 18.96.070, RELATING TO THE LIST OF CONDITIONAL USES ALLOWED IN THE HIGHWAY COMMERCIAL (C-4) ZONING DISTRICT.

WHEREAS, Ordinance No. 2951 (Ordinance Text Amendment No. 363) would amend Chapter 18.96 of Title 18 (the City's "Zoning Ordinance") of the Redlands Municipal Code to permit self-storage facilities as a conditional use subject to approval of a Conditional Use Permit if located within the C-4, Highway Commercial district and located on a project site a minimum of five acres in size; and

WHEREAS, on October 5, 2022, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 363 and at which the Planning Commission considered Ordinance Text Amendment No. 363; and

WHEREAS, approval of Ordinance No. 2951 underwent environmental review in accordance with the State Guidelines implementing the California Environmental Quality Act, an Initial Study was circulated for public review and comment, there is no evidence of any potentially significant impacts, and a Mitigated Negative Declaration is the recommended environmental determination; and

WHEREAS, following the public hearing on October 5, 2022, the Planning Commission determined that Ordinance Text Amendment No. 363 would be in conformity with the 2035 General Plan, and would be consistent with goals of the General Plan for retail/commercial land use districts; and,

WHEREAS, on October 5, 2022, the Planning Commission recommended to the City Council that proposed Ordinance No. 2951 be approved; and

WHEREAS, in accordance with Government Code section 65090, on or about October 21, 2022, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance No. 2951 would be considered by City Council; and

WHEREAS, on November 15, 2022, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2951.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Approval of Ordinance Text Amendment No. 363. Redlands Municipal Code Section 18.96.070, entitled "Conditional Uses," is hereby amended to read as follows:

“18.96.070: CONDITIONAL USES:

The following uses may be permitted in the C-4 zone subject to approval of a conditional use permit:

Uses permitted with a conditional use permit in the C-3 zone.

Uses listed in chapter 18.192 of this title.

Ambulance service.

Animal hospitals.

Drive-in stores, such as milk and food, with alcohol beverage sales.

Massage establishment in accordance with title 5, chapter 5.28 of this code.

Personal services in accordance with title 5, chapter 5.28 of this code.

Self-storage or mini-storage facilities on a project site with a minimum size of five acres.

Service stations with alcohol beverage sales; all merchandise must be displayed within the building or under canopy cover.

Tire recapping in conjunction with sales (not more than 3 molds).”

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.

_____

Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 15th day of November, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve payment of the invoice to Systems & Software, Inc. for support of the enQuesta Utility Database for Customer Management in an amount not-to-exceed $188,415 for annual software maintenance and support (Management Services/Finance Director Garcia)

MOTION(S):

I move that the City Council approve payment of the invoice to Systems & Software, Inc. ("S&S"), providers of the City's utility billing software, in an amount not-to-exceed $188,415 for annual software maintenance and support for the calendar year 2023.

RECOMMENDATION:

Staff recommends that the City Council approve payment of an invoice to Systems & Software, Inc. ("S&S"), providers of the City's utility billing software, in an amount not-to-exceed $188,415 for annual software maintenance and support to provide technical support for all areas related to the operation of City's utility database and customer management software.

DISCUSSION:

Since 2004, the City has used the enQuesta Utility Database and Customer Management software. Version upgrades were performed in 2008 and 2015. The enQuesta system provides billing, collections and cash receipting functionality for the customer service and revenue offices, in addition to managing over 80,000 customer accounts for water, wastewater, solid waste, household hazardous waste and street fees. This system is not only vital for the accurate and timely production of 130,000 utility bills annually, it is also critical to the operational efficiencies and integrity of the records contained therein.

S&S supports this proprietary software in the form of technical assistance, troubleshooting, quarterly meetings, no-cost attendance at annual enQuesta user conferences, monthly webcasts and an assigned account manager. The annual maintenance cost is increasing 10% from 2022 to 2023 as S&S has been investing in their product and service levels to improve experience for City staff and the ability to serve City customers. This is a sole source purchase due to the fact that the enQuesta software is proprietary, making software programming and maintenance protocols unavailable on the general market. These services are only available through S&S, owner of the software product.

ALTERNATIVES:

Do not approve the agreement with Systems & Software.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Yvette M. Abich Garcia, City Attorney
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Aimee Hoover, Revenue Supervisor

Fiscal Impact

Fiscal Year:	FY 2023
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$188,415
Budgeted Y/N:	Y

Discussion:

There is no impact to the General Fund. Funding for this expense is included in the IT Division's Fiscal Year 2022-23 budget.

Attachments

S&S Annual Maintenance Renewal Invoice 2023

2023 S&S Support Guidelines

Systems & Software

Please remit to:
62130 Collections Center Drive
Chicago, IL 60693-0621

Invoice MN0000002138
Date 10/21/2022
Page 1 of 1

Bill To

City of Redlands
35 Cajon Street Suite 15A
Redlands, CA 92373
United States

Ship To

City of Redlands
35 Cajon Street Suite 15A
Redlands, CA 92373
United States

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	RED100		LOCAL DELIVERY	MN JAN

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	ENQUESTA	enQuesta Support: 1/1/2023 to 12/31/2023	US$ 168,250.34	US$ 168,250.34
1.00	TPM	Third Party Maintenance: 1/1/2023 to 12/31/2023	US$ 20,164.63	US$ 20,164.63

Please note that payment is due on or before the maintenance start date. To avoid interruptions in service, please allow 10 business days prior to the start of your term to send in your payment.

Invoice Questions? Please call Lisa Ross at 613-226-5511 ext 2192 or email LRoss@harriscomputer.com

Subtotal	US$ 188,414.97
Misc	US$ 0.00
Tax	US$ 0.00
Freight	US$ 0.00
Trade Discount	US$ 0.00
Total	US$ 188,414.97



SYSTEMS & SOFTWARE 2023 SUPPORT GUIDELINES

Where Innovation Meets Excellence

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WORKING TOGETHER

S&S is committed to supporting our customers by providing prompt responses and satisfying solutions.

To support this commitment, S&S has invested a significant amount of time, energy, and attention to building the team and tools needed to support our customers, including providing multiple channels to reach us. In 2022, the Customer Support Portal for ticket reporting was upgraded and moved to the cloud. This upgrade was undertaken to ensure that our customers have the most up-to-date, reliable, and secure option for issue management.

S&S strives to work closely with our customers to understand their unique business needs, how business evolves, address incidents, and work collectively to ensure seamless system performance. Committed to helping your business succeed, S&S is ready to help with additional solutions as your business grows and changes. We appreciate your business!

Sincerely;



Dana Lendorf-McCarthy
Executive Vice-President

OUR MODEL

Customer Support Portal - The Customer Support Portal allows your employees to manage & track tickets and engage directly with the Triage Team.

Phone - Our Triage Team is ready to provide phone and online support Monday - Friday, from 8 AM – 6 PM ET. After-hours emergency pager support is also available from 6 PM – 8 AM ET. Showstoppers submitted online after 6 PM ET will be addressed the following business day. For immediate support for a Showstopper, please call the support line at 1-800-655-8810.

Documentation - enQuesta products continue to evolve. Each release of new or improved functionality comes with detailed documentation. This allows our customers the ability to identify and test product enhancements quickly & easily.

Training Videos - S&S provides access to custom-designed training videos, focusing on a variety of subjects. Our video library is kept current with product enhancements.



YOUR SUPPORTING CAST

Currently, S&S employs over 100 team members across the U.S. and Canada, with the depth and experience necessary to support your most complex issues. The skill set within the S&S team ranges from chartered accountants to engineers & developers, to seasoned utility professionals and billing & project specialists.

S&S celebrates our 50-year anniversary in 2023! We have recruited, hired, and trained some of the brightest minds in the industry, some who have been with our team for over 40 years! You can count on S&S processes and people to address your issues effectively.

CLIENT SUPPORT DESK

Standard Hours of Operation

Monday – Friday 8 AM – 6 PM ET
(excl. Statutory Holidays – See Pg.11 for more details on holiday schedules)

Submit Tickets via our S&S Customer Support Portal

https://ssivt.Atlassian.net/servicedesk/customer/portals

Support Desk Phone:

1 – 800 – 655 – 8810



AFTER HOURS SUPPORT

S&S On-Call Team Members are available 24/7 for critical system issues, and will respond within 15 minutes to issues. Showstoppers submitted via the Customer Support Portal outside business hours, will be addressed the next day. To escalate an after-hours showstopper, please call the Support Desk, and you'll be routed to our Paging Service. An S&S Team Member will reach out within 15 minutes.

ESCALATION MODEL

In the rare event that you are not getting the support that you need, please follow the escalation path below:

	CHANNEL	CONTACT	SLA / RESPONSE TIME
ESCALATION PATH – LEVEL I	S&S Support Desk	1-800-655-8810 OR support@ssivt.com	Target Response Time: 2 Hours *Showstopper Response Time: 15mins*
ESCALATION PATH – LEVEL II	Triage Team Supervisor, Client Support	Emily Pierre 1-800-655-8810 x882831 OR ehandziuk@harriscomputer.com	Target Response Time: 1Hour *Showstopper Response Time: 15mins*
ESCALATION PATH – LEVEL III	Manager, Product & Triage	Katrina Meyers 802-238-6979 OR Kmeyers@harriscomputer.com	Target Response Time: 1 Hour *Showstopper Response Time: 15mins*

SUBMISSION OF ISSUES

ISSUE TYPE	DESCRIPTION (examples)	INITIAL REVIEW TARGET
LOW PRIORITY	The issue is cosmetic or requested functionality that will be considered for future versions/releases (Ex. Columns displayed on a particular screen)	24 HRS
MEDIUM PRIORITY	The issue has workaround that can be used until the issue is resolved ■ A particular work order cannot be updated ■ Document Designer template changes ■ Work Queues	8 HRS
HIGH PRIORITY	A business critical issue, but not preventing all users from getting their work done. ■ Discrepancy in the collection run sheet ■ Processing credit refunds ■ Hand Held Upload/Download ■ Deposits ■ System errors that have workarounds ■ Calculate errors impacting a small # of records	2 HRS
SHOW STOPPER	A reported issue is considered a Showstopper when the utility cannot continue with their daily processes until the issue is resolved. Examples may include; ■ Daily Process has been halted by a critical error ■ Application and/or Database Server is down ■ Web Portal is down ■ enQuesta Reporting Center (ERC) is down ■ Out of Balance Messages preventing an update to continue ■ Job Scheduler Failures ■ Bill Print is incorrect	15 MINS

INCLUDED IN ANNUAL MAINTENANCE & SUPPORT

The following services are included in the 2023 Annual Maintenance & Support Contract:

- Guaranteed support for the current versions of our applications
- 24x7 Access to the Customer Support Portal for logging issues
- 24x7 emergency support coverage
- My eSpace for Utilities, accessible on the Customer Support Portal, includes release notes, functional documentation, and custom documentation
- Monthly Webinars (*Customer Connect*) on new features, "how-to's," and new integration options
- Wide array of experts on staff
- Technical troubleshooting and issue resolution
- Database patching, as applicable
- One-stop support for contracted third parties
- Limited duration training (15-minute)
- Quote dashboard
- Internal System Monitoring
- Automated train refreshes
- Regular releases for v6 only
- Quarterly Customer Newsletters
- Periodic user & product advisory groups, as well as HCTC



MODIFICATIONS & ENHANCEMENTS

Occasionally, your business needs will require a quote for services and development. Requests for modifications and enhancements should be addressed with your Customer Success Manager. Examples of billable quotes include, but are not limited to:

- Reporting Requests
  - Requests for new table/view/model changes for custom needs
  - Security – additions and changes
  - Basic administration functions such as scheduling via Cognos, or email distribution set up
  - Deployments of new or additional Cognos functionality such as reports, dashboards, auditing, DR, managed alerts, detailed documentation, performance monitoring, SQL optimization
  - Training or archive content stores/environment
- Bill print changes
- Business process changes or reviews
- New configurations/criteria set up
- Doc Designer – new letters
- Rate changes
- Training (remote or onsite options)
- Upgrades and support of third-party software/interfaces
- Recovering data resulting from customer error
- Complex data hits
- Third party integrations – net new and changes to live integrations

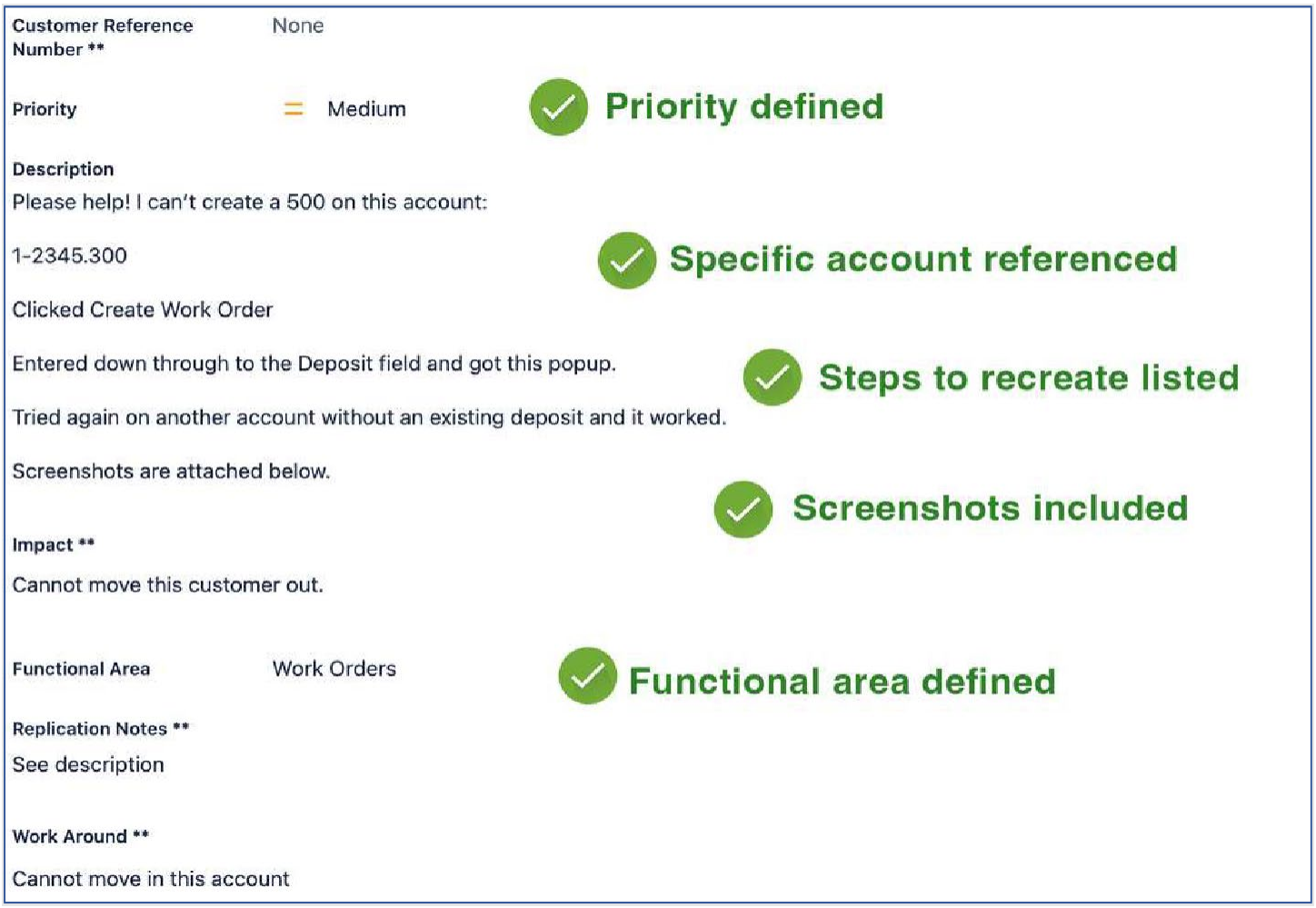
The 2023 hourly rate for this work is $260/Hour. This rate is deemed effective January 1st 2023 through to and including December 31st 2023, unless otherwise indicated and is subject to change.

HELP S&S HELP YOU

You can submit tickets through our Customer Support Portal at:

https://ssivt.atlassian.net/servicedesk/customer/portals

Here is what you need to include when you submit a ticket:



The Triage Team has a list of "***Must Gathers***" that they require from you to ensure there is enough information to diagnose your issue.

Screenshots:

- Include full page including the URL
- Error message
- Account info
- Scope of impact
- Is this impacting one, more than one, or all users
- How many accounts are involved
- Is there a workaround

Process:

- What was the user doing when this happened
- Menu name or fast path
- Criteria entered on screen (a screenshot is awesome here too!)

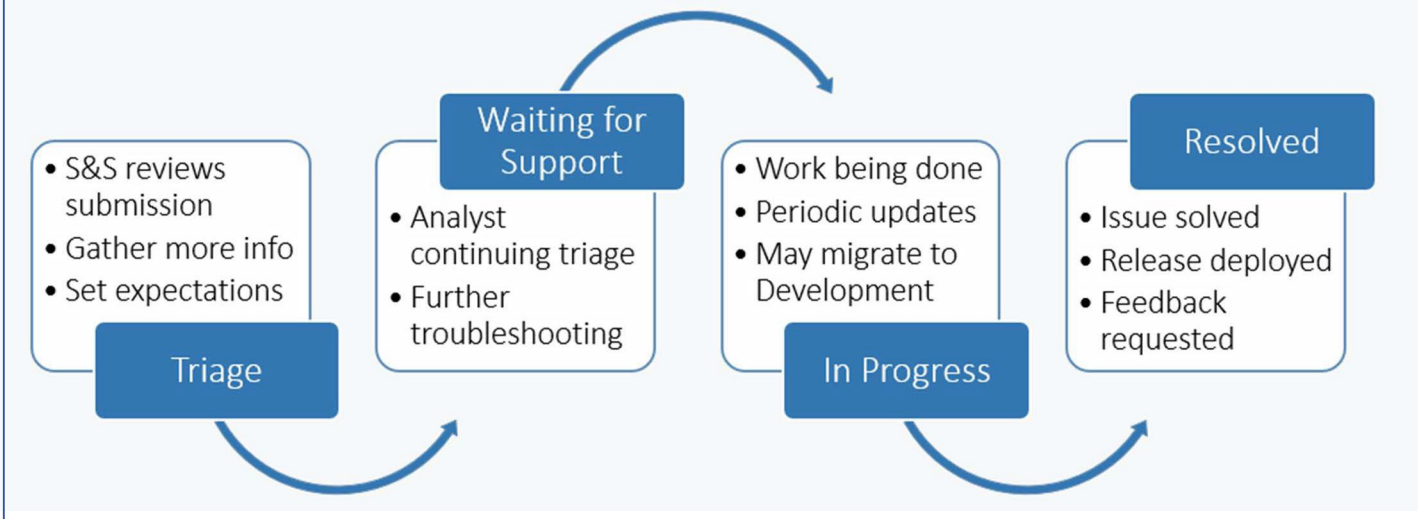
If something is PC related, we may also ask you the following questions:

- Edge version
- Is the user using the desktop icon
- When is the last time the impacted user restarted enQuesta
- When is the last time the impacted user rebooted their PC
- Is the PC provisioned by Group Policies or the Edge script
- Windows Version
- Does it work on another PC



UNDERSTANDING TICKET FLOW

Ticket resolution will follow this general pattern. If a ticket does need development work, you will see the additional status of “With Development”.



DEPLOYMENT OF V6 RELEASES

Customers must provide a secure VPN connection to S&S. Customers should plan to take updated releases not less than once a quarter. Your Customer Success Manager will discuss the scope and content of releases during your regular calls, and together create a schedule for deployment to Train for your testing. It is essential that you stay current on releases to ensure that you receive timely fixes. Hotfixes will only be performed in emergency situations.

Once you have thoroughly tested and approved the release to Production, our developers will deploy it at the agreed upon date and time.

DEPLOYMENT OF V4.5 – 5 RELEASES

Customers must provide a secure VPN connection to S&S. Your Customer Success Manager will work with you to gather the tickets that you want released to your system. We will deploy to your Train environment and provide time for you to test. Once you have thoroughly tested and approved the release to Production, our developers will deploy it at the agreed upon date and time.

QUALITY ASSURANCE

All code changes made by S&S developers are run through our automated testing after being individually tested by internal QA resources. Once this QA process is complete, releases are made available to our customers. The internal testing is documented and traceable in our Jira system.

2023 S&S HOLIDAY CALENDAR

S&S offices will be closed during the dates listed below.

Date	Holiday
January 2nd	New Year's Day
May 29th	Memorial Day
July 4th	Independence Day
September 4th	Labor Day
November 23rd & 24th	Thanksgiving
December 22nd & 25th	Christmas

After-Hours pager support for showstoppers will be available, if required.

HARDWARE REQUIREMENTS

Workstation	Minimum Requirements	Recommended System
Operating System	Windows 10	Windows 10
Processor	2 Cores, 2.5GHz	4 Cores, 3.0 GHz
RAM	4GB	8GB
Screen Resolution	FHD 1080p	QHD 1440p
Disk Space	100MB (free)	100MB (free)
LAN Speed	100 Mbps	100 Mbps
Browser*	MS Edge	MS Edge
PDF Viewer	Acrobat Reader	Acrobat Reader

(*) Microsoft Edge with IE mode enabled and enQuesta settings configured, including the Enterprise Mode Site List. Scripts and/or group policy rules will be provided by S&S for properly configuring these settings on client machines.

Customers must provide a secure VPN connection to S&S.



Working together with you for a better tomorrow.

City Council/Successor Agency Meeting **I. 11.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the California State Library Building Forward Grant in the amount of $445,035 for the Lower Level Revive Project at the A.K. Smiley Public Library, approve an additional appropriation of the same, and adopt Resolution No. 8417 authorizing the City Manager or his designee to execute the Grant Agreement, and all other related documents (Library Director McCue)

MOTION(S):

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

1. I move that the City Council accept the California State Library Building Forward Grant to the City of Redlands in the amount of $445,035 for the Lower Level Revive project at the A.K. Smiley Public Library, and an additional appropriation of the same.

2. I move that the City Council adopt Resolution No. 8417 authorizing the City Manager or his designee to execute the California State Library Building Forward Grant Agreement and all other related documents necessary to implement the Lower Level Revive Project.

RECOMMENDATION:

Staff recommends that the City Council accept the California State Library Building Forward Grant in the amount of $445,035 for the Lower Level Revive project at the A.K. Smiley Public Library, and approve an additional appropriation of the same. Staff further recommends the approval of Resolution No. 8417 authorizing the City Manager or his designee to execute the Grant Agreement and all other related documents necessary to implement the Lower Level Revive Project.

DISCUSSION:

The State of California Budget Act of 2021 (SB 129, Chapter 69, Statutes of 2021) allocated $439 million in one-time funds to the California State Library to address life safety and critical maintenance needs of public library facilities throughout California. At present, the lower-level proposed project area, which houses the Biography section and “Teen Underground”, is underutilized due to its limited functionality and unreliable elevator. As part of the grant, funds were requested and approved for an elevator replacement, fire shutter, wet sprinklers, HVAC, and electrical, along with the necessary demolition and removal work required. The Lower Level Revive Project will also provide state-of-the-art electrical capabilities to allow for computer access.

The State Library reviewed and approved our request for a 50% reduction in the required local match contribution for our project. Per our application and the requirements set forth in SB 129 (2021), the City of Redlands will contribute $222,518 toward the project. Match funds are subject to the same restrictions as grant funds; may not be spent on any unallowable costs; and must be spent during the grant period at the same rate as grant funds. All funds must be spent no later than March 2026.

During the May 25, 2022, City Council Special Meeting – Budget Workshop, the State Infrastructure Grant match for Library renovations was presented. Under “Ongoing Service Level Enhancements” for the Fiscal Year 2022-2023 and 2023-2024 Proposed Budget, $200,613 for each year, was included in the “Cash match for CA State Infrastructure Grant (Library).”
At the June 7, 2022, City Council Meeting the proposed Two-Year Budgets FY2022-2023 and FY 2023-2024 passed unanimously.

In order to accept the grant funds the City must provide the following: a resolution from the City of Redlands governing body approving acceptance of grant funds, designation of an Authorized Representative allowed to enter into agreements on behalf of the organization, and a letter from the City of Redlands Chief Financial Officer, Finance Director, or equivalent confirming the availability of matching funds.

ALTERNATIVES:

Do not accept the grant award

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Don McCue, Library Director

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

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

PREPARED BY:
Jenesie Hardyman, Management Analyst

Fiscal Impact

Fiscal Year:	FY22-23
Revenue Generating:	Yes
Appropriation Required Y/N:	Yes
Amount:	$445,305
Budgeted Y/N:	N

Discussion:
There will be no fiscal impact to the General Fund.

Attachments

Resolution No. 8417
Award Letter
Grant Agreement - Draft
Additional Appropriation

RESOLUTION NO. 8417

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project

WHEREAS, City of Redlands proposes to implement Smiley Library Lower Level Revive;

WHEREAS, City of Redlands has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, City of Redlands intends to apply for grant funding from the California State Library for the Smiley Library Lower Level Revive;

NOW, THEREFORE, BE IT RESOLVED by the City of Redlands, with acknowledgement of A.K. Smiley Public Library, as follows:

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

2. Pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the City Manager of the City of Redlands, Charlie Duggan or designee is hereby authorized and directed to prepare and file an application for funding with the California State Library and take such other actions necessary or appropriate to obtain grant funding.

3. The City Manager of the City of Redlands, or designee is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.

4. The City Manager of the City of Redlands, or designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.

5. If the Application is approved, the City Manager, or his designee, is designated to provide the assurances, certifications, and commitments required for the grant application, including executing a financial assistance or similar agreement with the California State Library within established deadlines and any amendments or changes thereto.

6. The City Manager, or his designee, is designated to represent the City in carrying out the responsibilities under the grant agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

7. Upon announcement of a grant award made by the California State Library, the City commits to providing up to $222,518 in matching funds for the Smiley Library Lower Level Revive Project plus any remaining balance noted in the funding plan.

8. The City certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained.

9. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Agreement, and that the NOFO and Application will be incorporated in the Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Agreement. Funds are to be used for the allowable expenditures and activities identified in the Agreement.

10. Effective Date. This Resolution shall become effective immediately

ADOPTED, SIGNED AND APPROVED this 6th day of December 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution No. 8417 was duly adopted by the City Council at a regular meeting thereof held on the 6th day of December 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

CALIFORNIA STATE LIBRARY

October 19, 2022

Charles Duggan Jr.
City Manager
City of Redlands
35 Cajon St. Suite 200
Redlands, CA 92373-1505

Subject: Building Forward, Library Infrastructure Grant
A. K. SMILEY PUBLIC LIBRARY
A.K. Smiley Public Library
Grant No. BF-1-21-042

Dear Charles Duggan Jr.:

This letter confirms the California State Library's award of $445,035 in Building Forward grant funds to the City of Redlands for the Lower Level Revive project at the A.K. Smiley Public Library. These grant funds are intended to be used toward the project components detailed in the Intent to Fund letter dated September 12, 2022, and on the last page of this letter.

The State Library has also reviewed and approved your request for a 50% reduction in the required local match contribution for your project. Per your application and the requirements set forth in SB 129 (2021), the City of Redlands will contribute $222,518 toward the project. Match funds are subject to the same restrictions as grant funds; may not be spent on any unallowable costs; and must be spent during the grant period at the same rate as grant funds.

This grant is governed by the Grant Agreement and Certification of Compliance. These documents, along with the first allocation claim form, will be sent separately to your organization's authorized representative by email through DocuSign and they must be signed using the DocuSign system.

The following supporting documents are also required and must be submitted through the State Library's online grant portal at: https://webportalapp.com/sp/buildingforward:

- Final Project Budget
- Final Project Implementation Plan

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

- A resolution from the grantee organization's governing body approving acceptance of grant funds and designating an Authorized Representative allowed to enter into agreements on behalf of the organization
- If applicable: A letter from the grantee organization's Chief Financial Officer, Finance Director, or equivalent confirming availability of matching funds (Required for all grantees contributing local match funds.)
- If applicable: A current facility lease with a term extending at least ten years after the end of the grant period. (Required for all projects involving leased buildings.)

The City of Redlands will receive $222,518 of the award following the submission and approval of all required documents. The remaining funds will be made available following the grantee's completion of the requirements outlined in the Grant Agreement and Certification of Compliance document included in the Award Packet, and in accordance with the payment schedule.

Please complete and submit all supporting documents within 30 days of receipt of this letter. Contact your grant monitor if you are not able to provide all documentation by that time.

The State Library grant monitor for this project is Kevin Webb. Your grant monitor can be reached by email at kevin.webb@library.ca.gov or phone at (916) 603-6707. Your grant monitor will be available to assist you throughout your grant period.

Hard copies of this correspondence will not follow. Please keep the entirety of this correspondence for your files and consider these award materials as your original documents.

Best wishes for a successful project.

Respectfully yours,

Greg Lucas
California State Librarian

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

Enclosures: Grant Agreement (for reference only)
Final Project Budget Form and List of Unallowable Costs
Final Project Implementation Plan Form
Sample Authorizing Resolution

CC: Kevin Webb
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Reed Strege
State Library Fiscal Office

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Grant #:	BF-1-21-042
Organization:	City of Redlands
Library:	A. K. SMILEY PUBLIC LIBRARY - A.K. Smiley Public Library
Project Title:	Lower Level Revive
Grant Award Amount:	$445,035
Local Match Amount:	$222,518
Total Project Budget:	$667,553
Grant Period Start Date:	Upon execution of Grant Agreement
Grant Period End Date:	No later than March 2026
Approved Uses (Outputs):	HVAC Wet sprinklers Fire shutter Elevator Demolition Electrical

Please understand that it can take from six to eight weeks after a completed claim form with no errors has been received before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

REPORTING

The City of Redlands is required to provide financial and narrative reports throughout the grant period as outlined in the Grant Agreement and Certificate of Compliance. A final financial and narrative report will be due within 30 days after the project is complete. Grantees will also be required to provide updates throughout the grant period upon request. Progress documentation (e.g. photos or video of grant-funded work) will be required with each report. Reports should be submitted to your grant monitor.

PAYMENTS

Grant payments will be made based on the payment schedule specified in the Grant Agreement. Ten percent (10%) of the full grant award will be withheld until the end of the project period. It is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant terms and conditions. Note: This 10% is separate from the project contingency (if one was included in the budget).

GRANT MONITOR CONTACT

We want your project to be successful. Please work with your grant monitor throughout implementation of your project.

Grant Monitor:	Kevin Webb
Email Address:	kevin.webb@library.ca.gov
Phone Number:	(916) 603-6707



STATE FUNDED GRANTS

AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

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CALIFORNIA STATE LIBRARY

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PROJECT SUMMARY

Award Agreement between the California State Library and City of Redlands for the A. K. SMILEY PUBLIC LIBRARY - A.K. Smiley Public Library project.

AWARD AGREEMENT NUMBER BF-1-21-042

This Award Agreement ("Agreement") is entered into on the date of execution of the agreement by and between the California State Library ("State Library") and City of Redlands ("Grantee").

This Award Agreement pertains to Grantee's State-funded project at the A. K. SMILEY PUBLIC LIBRARY - A.K. Smiley Public Library.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $445,035 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until March 31, 2026. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on March 31, 2026, and all grant project costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's submitted application and award packet.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
    - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
    - Make financial records available to the State Library upon request.
    - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
    - Prepare and submit required narrative and financial reports.
    - Procure equipment, and other supplies as needed for the project.
    - Issue contracts for services, personnel, and consultants as needed for the project.
    - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
    - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the activities specified in the Grantee's award packet documentation. The Grantee shall request the distribution of grant funding consistent with the approved project budget incorporated herein, and according to the payment schedule

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specified in this Agreement. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the State Library, using the sample report documents provided by the State Library. Visual documentation (e.g. still or video photography) will be required as part of each Narrative Report.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	**Report**	**Due Date**
Project start date – March 2023	Financial Reports Due	May 1, 2023
April 2023 -June 2023	Financial Reports, Expenditure Detail, and Narrative Reports Due	July 31, 2023
July 2023 – September 2023	Financial Reports Due	October 31, 2023
October 2023- December 2023	Financial Reports, Expenditure Detail, and Narrative Reports Due	January 31, 2024
January 2024- March 2024	Financial Reports Due	April 30, 2024
April 2024 -June 2024	Financial Reports, Expenditure Detail, and Narrative Reports Due	July 31, 2024
July 2024– September 2024	Financial Reports Due	October 31, 2024

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October 2024-December 2024	Financial Reports, Expenditure Detail, and Narrative Reports Due	January 31, 2025
January 2025-March 2025	Financial Reports Due	April 30, 2025
April 2025 -June 2025	Financial Reports, Expenditure Detail, and Narrative Reports Due	July 31, 2025
July 2025–September 2025	Financial Reports Due	October 31, 2025
October 2025-December 2025	Financial Reports, Expenditure Detail, and Narrative Reports Due	January 30, 2026
January 2026-March 2026	Final Financial, Narrative, and Expenditure Reports Due	April 30, 2026

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outlined in this document have been met, and only for those activities and costs specified in the approved award packet documentation.

2. The Grantee shall complete, sign, and submit the Certification of Compliance form (Exhibit C) and the Financial Claim form (included in your award packet), to the State Library within 30 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to the Grantee organization, please contact the grant monitor regarding alternate options.

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3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

4. If the payment amount made by the State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the State Library.

5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.

6. The Final Payment of 10% will be withheld and retained by the State Library (if applicable) until all conditions agreed upon in this Agreement have been satisfied.

7. **Prompt Payment Clause**
   The State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

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EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards.** Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project materials are not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the State Library shall be acknowledged in all promotional materials and publications related to the A. K. SMILEY PUBLIC LIBRARY - A.K. Smiley Public Library Project.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

   Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

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"Funding provided by the State of California."

This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.

c. California State Library Logo: Use of the State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
d. Project Photography: Photographs and videos are a great way to document your project. If obtaining still or video photography featuring members of the public, Grantees should obtain a photo release form. Grantees may use their organization's image release form, or contact the State Library grant monitor for a sample image release form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable Law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any

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records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant monitor or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

City of Redlands
Charles Duggan Jr.
35 Cajon St. Suite 200
Redlands, CA 92373-1505
cduggan@cityofredlands.org
(909) 798-7510

California State Library
Kevin Webb
900 N Street
Sacramento, CA 95814
kevin.webb@library.ca.gov
(916) 603-6707

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

2. Contractor and Subcontractors: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the

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Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns, and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases, or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the State Library pursuant to this section. Also, the State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a State Library website for public access and viewing.

4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance and approval of the final report by State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt of the Notice of Dispute, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq.*) and will provide a drug-free workplace by taking the following actions:

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a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
    1) The dangers of drug abuse in the workplace.
    2) The Grantee's policy of maintaining a drug-free workplace;
    3) Any available counseling, rehabilitation and employee assistance programs.
    4) Penalties that may be imposed upon employees for drug abuse violations.
c. Require that every employee who works on the project funded through this Agreement will:
    1) Receive a copy of the Grantee's drug-free workplace policy statement.
    2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

9. Exclusive Agreement: This is the entire Agreement between the State Library and Grantee.

10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with

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sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

12. Failure to Perform: The grant being utilized by the Grantee is to benefit the A. K. SMILEY PUBLIC LIBRARY - A.K. Smiley Public Library Project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withheld.

13. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee

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pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A and B) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: The government or legal entity to which a grant is awarded and which is accountable to the State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application, and award agreement and accompanying documentation submitted. The grantee will keep such records and afford such access as the State Library may find necessary to assure the correctness and verification of such reports.

20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant project. In the event an audit should determine that grant funds are owed to the State Library, the Grantee is responsible for repayment of the funds to the State Library.

21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

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23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

24. License to Use: The State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the Grantee's approved budget and with applicable State laws and regulations. The total amount paid by the State Library to the Grantee under this Agreement shall not exceed $445,035 and shall be expended/encumbered in the designated award period.

    During the award period, the Grantee may find that the approved budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

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disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
    a. **Electronic Mail (Email):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the State Library Grants Management System, a notification will be sent to the last email address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the Grantee's physical address as stated in this Agreement.
    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to Grantee's address as stated in this Agreement.
29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Implementation Plan, and Budget,

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of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

a. Grant Agreement Coversheet and any Amendments thereto
b. Terms and Conditions
c. Procedures and Requirements
d. Certificate of Compliance
e. Project Summary
f. Grantee's approved outputs from the submitted application (including Budget and Implementation plan submitted as part of the required award documents)
g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Implementation Plan submitted as part of the required award documents. The State Library shall provide funding to the Grantee for only the work and tasks specified in the list of approved outputs at only those costs specified in the Budget submitted as part of the required award documents and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Implementation Plan in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Implementation Plan, approved project outputs, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this Agreement.
d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

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e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.
g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the State Library.

36. Public Records Act: Material maintained or used by the State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

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37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other State Library funded program.

41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The Grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The Grantee shall be responsible for submitting to the State Library Financial Reports reflecting Grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder, the Grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following

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mentioned dates for payment, and the State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.

d. The final 10% of the grant award (if applicable) is payable only upon approval of all reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
e. Payment will be provided to cover the expenditures incurred by the Grantee for the project in the following manner:
    1) $400,532 upon the receipt and approval, by the State Library, of the submission of all required documents as stated in the award letter; execution of the agreement, certification, and claim form by the Grantee organization.
    2) A final payment in the amount of $44,503 will be made upon submission and approval of the final interim grant report and financial claim form.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, providing technical assistance when needed, and visiting the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this Agreement is terminated, the

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Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the Budget and the implementation plan included therein are part of the Agreement.

47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

    Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: The State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by State Library. No delay or omission on the part of State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by State Library of a provision of this Agreement shall not prejudice or constitute a waiver of State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between the State Library and Grantee, shall constitute a waiver of any of State Library's rights or of any of Grantee's obligations as to any future transactions. Whenever the consent of State Library is required under this Agreement, the granting of such consent by State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the State Library.

49. Work Products: Grantee shall provide the State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

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50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT B: ADDITIONAL TERMS AND CONDITIONS

1. California Building Codes: Activities funded under this Agreement, regardless of funding source, must be in compliance with all applicable California Building Codes (Cal Code Regs., Title 24).

2. California Environmental Quality Act: Activities funded under this Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.). Information on CEQA may be found in the California State Clearinghouse Handbook.

3. Changes in a project: Any proposed change in the project requested by the Grantee, which would change the information provided during the application process, requires approval from the State Librarian prior to execution. The State Librarian shall have the sole authority to determine if a proposed change by the Grantee is approved or not approved. The State Librarian's decision is final and binding.

4. Compliance with Laws; Consents and Approvals: Grantee will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies having jurisdiction over either the Grantee, the Property, or the project, and with all applicable directions, rules and regulations of the Fire Marshal, health officer, building inspector and other officers of any such government or agency. All permits, consents, permissions and licenses required by any federal, state or local government or agency to which Recipient, the Property, or the Infrastructure Project is subject, which may be necessary in relation to this Agreement, development, construction or ownership of the Infrastructure Project, at or prior to the commencement of construction, have been, or will be, obtained, and none of such consents, permissions and licenses are subject to appeal or to conditions which have not been met.

5. Contractors and Subcontractor: For the performance of all construction work on the Project, Grantee agrees to use a licensed general contractor or contractors ("Contractor"), in good standing, in order to complete the work described in the grant application. The Grantee hereby certifies that the Contractor is in good standing with the California State Contractors' License Board. The Grantee shall only

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contract with contractors who are licensed and shall ensure that the Contractor and any successor thereto shall only contract with subcontractors, that are also so licensed.

6. Contractor Insurance/Bond: Grantees shall be responsible for ensuring that any contractors/subcontractors hired for grant-funded work have all relevant bonds and insurance in place in compliance with prevailing wage and other applicable state and federal laws, the Department of Industrial Relations, and the Department of Consumer Affairs Contractors State License Board requirements.

   Insurance:

   a. Casualty Insurance
      i. The Contractor shall procure and maintain insurance on all of its operations with companies acceptable to the State as follows:
         1) The Contractor shall keep all insurance in full force and effect from the beginning of the work through contract acceptance.
         2) The Contractor shall maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.1.

   b. Workers' Compensation and Employer's Liability Insurance
      i. In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.
      ii. In accordance with Labor Code Section 1861, the Contractor shall submit to the Grantee the following certification before performing the work:
         1) I am aware of the provisions of Section 3700 of the Labor Code which require 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 of this contract.
      iii. Contract execution constitutes certification submittal.
      iv. The Contractor shall provide Employer's Liability Insurance in amounts not less than:
         1) $1,000,000 for each accident for bodily injury by accident
         2) $1,000,000 policy limit for bodily injury by disease
         3) $1,000,000 for each employee for bodily injury by disease
      v. If there is an exposure of injury to the Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

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c. General Liability Insurance

i. The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

A. Premises, operations, and mobile equipment
B. Products and completed operations
C. Broad form property damage (including completed operations)
D. Explosion, collapse, and underground hazards
E. Personal injury
F. Contractual liability

ii. The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in Section (d)(i), "Liability Limits/Additional Insureds," of these specifications. The maximum required Liability Insurance limits in Section (d)(i), "Liability Limits/Additional Insureds," of these specifications shall apply to certified Small Business subcontractors for work performed on the project, regardless of tier. The provisions of Section (d)(i), "Liability Limits/Additional Insureds," shall be included in all subcontracts for all tiers.

Public works construction projects, as defined in Labor Code Section 1720 et seq, must meet prevailing wage requirements. California law requires that workers are not paid less than the general prevailing rate of per diem wages on public works projects.

d. LIABILITY LIMITS/ADDITIONAL INSUREDS

i. The limits of liability shall be at least the amounts shown in the following table:

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Construction Contract Amount [4]	For Each Occurrence[1]	Aggregate for Products/ Completed Operation	General Aggregate[2]	Umbrella or Excess Liability[3]
≤$1,000,000	$1,000,000	$2,000,000	$2,000,000	$5,000,000
>$1,000,000 ≤$15,000,000	$1,000,000	$2,000,000	$2,000;000	$10,000,000
>$15,000,000 ≤$25,000,000	$2,000,000	$2,000,000	$4,000,000	$15,000,000
>$25,000,000	$2,000,000	$2,000,000	$4,000,000	$25,000,000

1. Combined single limit for bodily injury and property damage.
2. This limit shall apply separately to the Contractor's work under this contract.
3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

"Construction Contract Amount" is the total amount of the construction contract all or a portion of which is funded with Building Forward Grant funds.

7. Delay: Grantee shall promptly notify the State Library in writing of any event causing delay or interruption of the project beyond the scheduled implementation plan timeline. The notice shall specify the work delayed and the cause and period of each delay.

8. Documentation: Grantees shall provide to the State Library photographic documentation of the project site prior to the start of the project, during the project, and upon completion of the project.

9. Grantee's Responsibility: Grantee and its representatives shall:

   a. Faithfully and expeditiously perform or cause to be performed all project work as described in the application, timeline/activities, and budget submitted by the Grantee.
   b. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in relation to the grant funds.
   c. Comply with all applicable California laws and regulations.
   d. Implement the project in accordance with applicable provisions of the law.
   e. Fulfill their obligations under the Agreement and be responsible for the performance and completion of the project.
   f. Follow all applicable local, state and/or federal laws pertaining to the expenditure of funds.

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g. Retain any bid, contracts, and any other pertinent documentation. Likewise, all local, state, and federal permits required for construction projects must be acquired by the grantee and retained for a period of five (5) years after the end of the grant period.

10. Inspection of the Project: The State Library shall have the right to inspect the project during the grant term. Grantee shall deliver to the State Library any inspection reports prepared, to the extent available to the Grantee. Inspection of the project shall be for the sole purpose of protecting the State of California's interest and is not to be construed as a representation by the State Library that there has been compliance with plans or that the project will be free of faulty materials or workmanship. The Grantee can make or cause to be made such other independent inspections as the Grantee may desire for its own protection.

11. Interest: Any interest earned on grant funds held by the Grantee shall be contributed to the A. K. SMILEY PUBLIC LIBRARY - A.K. Smiley Public Library Project. Interest funds cannot be used as local matching funds.

12. Maintenance and Operation: The Grantee is responsible for ensuring that grant projects funded by the State of California are maintained and operated in the same condition as when the project was completed; normal wear and tear is accepted. Maintenance and operations standards should be adopted upon completion of the project.

13. Matching Funds: Per the Budget Act of 2021 (Chapter 69, Statutes of 2021, Item 6120-161-0001 1d) Grantees shall be required to match state funds on a dollar-for-dollar basis. The State Library may reduce the amount of required matching funds if the requesting local library jurisdiction can demonstrate that it is eligible and financially unable to provide the required matching funds. Upon receipt and assessment of a reduction request, the State Library may lower the match requirement, as follows:

    a. For each library with local operating include per capita (LIPC) of more than $40, no reduction in local match is allowed
    b. For reach library with an LIPC between $40 and $15.01, the local match may be reduced by half.
    c. For each library with an LIPC of $15 of less, the local match may be eliminated.

14. Permits, Licenses, Approvals, and Legal Obligations: Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations,

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and ordinances. Grantee shall be prepared to provide copies of permits and approvals to the State Library should the State Library request copies.

15. Relationship of Parties: If applicable, Grantee is solely responsible for design, construction, and operation and maintenance of projects within the project application and implementation plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.

16. Use of Funds: Grantee agrees that the grant funds shall be expended only in accordance with the applicable statutes and Grant Guidelines governing the Program, and only for the purposes and activities set forth in this Agreement and the Grantee's approved outputs, budget, and implementation plan completed as part of the award packet documentation. The grant funds shall be used exclusively for the payment of, or reimbursement for, approved costs as shown in the project budget completed as part of the award packet documentation or the amended budget as approved in writing by the State Library. Such payment of costs to be made only after the costs have been incurred by the Grantee. "Approved Costs" shall mean all hard and soft eligible costs under the project (and modifications thereto), which were approved, or will be approved by the State Library, which are needed for the completion of the project, in accordance with application.

17. Use of site: The facility, or the part thereof, acquired, constructed, or remodeled, upgraded, or rehabilitated with funds received as part of the Building Forward grant program will be dedicated to public library service and used as a public library according to the Education Code, sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide at least the following: an organized collection of printed or other library materials, or a combination thereof; paid staff; and regularly scheduled hours for being open to the public for a period of not less than 10 years following completion of the grant period.

18. Withdrawal of a Project: If it is determined by the grant recipient that a project cannot be completed within the scope of the approved application, the project may be withdrawn by the Grantee prior to the completion of fifty percent of the project. Upon withdrawal of a project, all unspent funding must be returned to the State Library along with a completed detailed expenditure form showing how any unreturned funds were spent.

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EXHIBIT C: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to implement this grant-funded project.

   I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.

   I certify that any or all other participants or contractors in the grant-funded project have agreed to the terms of the Award Agreement and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this project from the funds awarded for the activities and services described in the attached award packet, as approved and/or as amended by the California State Librarian.

   I certify that I have reviewed and understand the list of unallowable costs and that my project does not contain any of the unallowable costs listed.

   The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this project, to include the requirements listed below in this Certification of Compliance Form.

2. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $445,035. This award will fund library facility improvements as set forth in the list of approved outcomes, Implementation Plan and Budget as approved and/or as amended by the California State Librarian.

3. The authorized representative, on behalf of the Grantee, hereby certifies that City of Redlands will provide a cash match in the amount of $222,518. The matching funds (if applicable) will be expended during the grant period at the same rate as the state-provided grant funds.

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4. The authorized representative, on behalf of the Grantee, hereby certifies that the project property, or a part thereof, will be dedicated to public library services and used as a public library according to the Education Code, sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide at least the following: an organized collection of printed or other library materials, or a combination thereof; paid staff; and regularly scheduled hours for being open to the public for a period of not less than 10 years following completion of the grant period.

5. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).

6. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
b. Establish a Drug-Free Awareness Program to inform employees about:
    1) the dangers of drug abuse in the workplace;
    2) the person's or organization's policy of maintaining a drug-free workplace;
    3) any available counseling, rehabilitation and employee assistance programs; and,
    4) penalties that may be imposed upon employees for drug abuse violations.
c. Every employee who works on the proposed Agreement will:
    1) receive a copy of the company's drug-free workplace policy statement; and,
    2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq*.)

7. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

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a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

8. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

9. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq*.)

10. **RESOLUTION:** A county, city, district, or other local public body must provide the State Library with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

11. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

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12. DRUG FREE WORKPLACE:

a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug- free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

13. ACCESSIBILITY: The organization receiving this award, as listed in the certification section below, and all project staff, will ensure all project materials will meet California accessibility standards.

14. NON-DISCRIMINATION: The organization receiving this award, as listed in the certification section below, and all project staff, agree to comply with all California non-discrimination laws.

15. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all project staff, agree to comply with California State Library acknowledgement requirements.

DRAFT

Certification

ORGANIZATION	
Name:	**Address** *(official and complete)*:
PROJECT COORDINATOR	
Name:	
Email:	**Phone**:
GRANTEE AUTHORIZED REPRESENTATIVE	
Name:	**Title**:
Email:	**Phone**:
Signature:	**Date**:

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Authorized Representative Signature

ORGANIZATION	
Name:	**Address** *(official and complete)*:
AUTHROIZED REPRESENTATIVE	
Signature:	**Date**: Click or tap here to enter text.
Printed Name of Person Signing:	**Title**:
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature:	**Date**:
Printed Name of Person Signing:	**Title**: California State Librarian

DRAFT

CALIFORNIA STATE LIBRARY

EXHIBIT D: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources Please Check State of California, Department of Human Resources Website for updated expenses:
http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

Mileage: Rate subject to change	$0.585 per mile – approved business/travel expense
Meals: Receipts are required	$7.00 – Breakfast $11.00 – Lunch $23.00 – Dinner $5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	$ 90.00 plus tax for all counties/cities not listed below $ 95.00 plus tax for Napa, Riverside, and Sacramento Counties $ 110.00 plus tax for Marin County $ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica $ 125.00 plus tax for Monterey and San Diego Counties $ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties $ 150.00 plus tax for the City of Santa Monica $ 250.00 plus tax for San Francisco County **Out of State:** Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.

Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

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AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.

DRAFT

November 1, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
Grants and Bureau Operations Manager
California State Library
900 N Street
Sacramento, CA 95814

DRAFT

Building Forward
Round 1
Grant Monitor Checklist

- Final Project Budget
- Final Project Implementation Plan
- Resolution from the grantee organization's governing body approving acceptance of grant funds and designating an Authorized Representative allowed to enter into agreements on behalf of the organization
- Grant Agreement and Certification of Compliance

If required based on specific project

- A letter from the grantee organization's Chief Financial Officer, Finance Director, or equivalent confirming availability of matching funds (Required for all grantees contributing local match funds.)
- A current facility lease with a term extending at least ten years after the end of the grant period. (Required for all projects involving leased buildings.)

All relevant documents received and approved by Kevin Webb.

_____
Grant Monitor Signature

DRAFT

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/6/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Library

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Bldg Construction/Improvements	200xxx	8503	TBD	$ 445,035.00
				$ $ 445,035.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
State Grants	200xxx	4401	TBD	$ 445,035.00
				$ $ 445,035.00

JUSTIFICATION: Award Agreement between the California State Library and City of Redlands for the A. K. SMILEY PUBLIC LIBRARY. AWARD AGREEMENT NUMBER BF-1-21-042. To Council 12/6/2022.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes X No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Successor Agency Meeting **I. 12.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2946-(Second Reading)-Amending Chapter 10.24 of the Redlands Municipal Code to establish prima facie speed limits for various streets throughout the City of Redlands (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to adopt Ordinance No. 2946.

RECOMMENDATION:

Staff recommends City Council adoption of Ordinance No. 2946, amending Chapter 10.24 of the Redlands Municipal Code to establish prima facie speed limits for various streets throughout the City of Redlands.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) staff periodically prepares engineering and traffic surveys in accordance with California Vehicle Code (CVC) and California Manual on Uniform Traffic Control Devices (CAMUTCD) standards. The surveys are completed at seven to fourteen (7-14) year intervals and are necessary for Redlands Police Department(RPD) Officers to issue citations for speed limit violations when electronic speed measuring equipment is used. The surveys determine the 85th percentile free-flow speed using actual measured vehicle speeds within a street corridor. The transportation engineering industry recognizes the 85th percentile methodology for establishing speed limits as an accurate indicator of a reasonable and safe vehicle speed. This methodology is founded on the premise that a reasonable speed limit is one that conforms to the actual behavior of the majority of vehicle

operators within a street corridor. Speed limits that are established based on this methodology reduce the variance in vehicle speeds. The CAMUTCD allows the City Engineer discretion to adjust the 85 th percentile speed up or down by five (5) miles per hour in consideration of physical or environmental conditions that may impact vehicle operator behavior.

In accordance with the CVC, MUED staff contracted with RK Engineering Group, Inc (RK) to perform traffic surveys on various street segments throughout the City of Redlands. The recommended speed limits identified in the RK summary report titled "2021 Engineering and Traffic Survey" (2021 E&TS) was approved by the Traffic and Parking Commission on March 2, 2022 and was accepted by City Council on June 7, 2022 with adoption of Resolution No. 8348.

On November 15, 2022, City Council meeting, the proposed Ordinance No. 2946 was introduced and a public hearing was conducted to receive public input. The Public Hearing Notice was published in the local newspaper on Friday, October 28, 2022, meeting the requirement of at least ten (10) days prior to the meeting to allow sufficient time for the public to review the document. The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

Adoption of Ordinance 2946 is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s Guidelines implementing the California Environmental Quality Act as there is no possibility that this action will result in an impact on the environment.

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
Goutam Dobey, City Engineer

PREPARED BY:
Johana Silva, Assistant Engineer

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $285

Attachments

Ordinance No. 2946

ORDINANCE NO. 2946

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 10.24 OF THE REDLANDS MUNICIPAL CODE CONFIRMING PRIMA FACIA SPEED LIMITS FOR SPECIFIED CITY STREETS

WHEREAS, an Engineering and Traffic Survey, as defined by California Vehicle Code section 627, is a survey of highway and traffic conditions conducted in accordance with methods defined in the California Manual of Uniform Traffic Control Devices; and

WHEREAS, California Vehicle Code section 40802 requires an Engineering and Traffic Survey be prepared for each City street segment, every seven to fourteen years, for the use of radar or other electronic devices to enforce speed limits; and

WHEREAS, on June 7, 2022, the City Council of the City of Redlands adopted Resolution No. 8348 approving the 2021 Engineering and Traffic Survey report prepared by RK Engineering Group for various streets within the City to update speed limits.

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

Section 1. Section 10.24.030 of the Redlands Municipal Code is hereby amended as follows:

"10.24.030: PRIMA FACIE SPEED LIMITS:

It is determined upon the basis of an engineering and traffic survey that the orderly movement of vehicular traffic would be facilitated in a reasonable and safe manner by establishing enforceable speed limits under the conditions found to exist upon the following streets. It is declared that the prima facie speed limits shall be as herein set forth on these streets or parts of streets herein designated when signs are erected giving notice thereof. This section does not apply to any twenty five (25) mile per hour prima facie limit which is applicable when passing a school building or the grounds thereof or when passing a senior center or other facility primarily used by senior citizens.

Street	Segment	Speed Limit (mph)
Alabama Street	Barton Road to Park Avenue	45
Alabama Street	Park Avenue to Lugonia Avenue	35
Alabama Street	Between City limit line south of Santa Ana River and City limit line north of Santa Ana River	55
Alessandro Road	Crescent Avenue to Sunset Drive	40

Alessandro Road	Sunset Drive to Creekside Drive	40
Alessandro Road	Creekside Drive to San Timoteo Canyon Road	35
Alta Vista Drive	Florida Street to Sunset Drive	40
Barton Road	West City Limit to Terracina Boulevard	45
Barton Road	Terracina Boulevard to Alabama Street	45
Barton Road	Alabama Street to Lakeside Avenue	40
Brockton Avenue	New York Street to Texas Street	30
Brockton Avenue	Texas Street to Church Street	35
Brockton Avenue	Church Street to Judson Street	35
Brockton Avenue	Judson Street to Wabash Avenue	35
Brookside Avenue	Lakeside Avenue to Center Street	35
Brookside Avenue	Center Street to Eureka Street	35
Cajon Street	Vine Street to Fern Avenue	30
Cajon Street	Fern Avenue to Garden Street	35
California Street	Palmetto Avenue to Almond Avenue (southbound)	45
California Street	Almond Avenue to Redlands Boulevard	40
Center Street	State Street to Brookside Avenue	35
Center Street	Brookside Avenue to Cypress Avenue	35
Center Street	Cypress Avenue to Crescent Avenue	35
Center Street	Crescent Avenue to Ridge Street	35
Central Avenue	University Street to Judson Street	30
Church Street	Pioneer Avenue to Redlands Boulevard	35
Citrus Avenue	Eureka Street to Orange Street	30
Citrus Avenue	Redlands Boulevard to University Street	30
Citrus Avenue	University Street to Wabash Avenue	40
Colton Avenue	Redlands Boulevard to Church Street	40
Colton Avenue	Church Street to Grove Street	35
Colton Avenue	Grove Street to Lincoln Street	40

Colton Avenue	Dearborn Street to Wabash Avenue	45
Crescent Avenue	Ramona Drive to Serpentine Drive	35
Crestview Road	Ford Street to Buckingham Drive	30
Cypress Avenue	Terracina Boulevard to Center Street	40
Cypress Avenue	Center Street to Redlands Boulevard	40
Cypress Avenue	Redlands Boulevard to Citrus Avenue	40
Dearborn Street	5th Avenue to Colton Avenue	40
Dearborn Street	Colton Avenue to Lugonia Avenue	35
Dearborn Street	Lugonia Avenue to San Bernardino Avenue	45
Dearborn Street	San Bernardino Avenue to Sessums Drive	40
Elizabeth Street	Garden Street to Crescent Avenue	45
Fern Avenue	Redlands Boulevard to Cajon Street	35
Fern Avenue	Cajon Street to Center Street	35
Fern Avenue	Center Street to San Mateo Street	40
Fern Avenue	San Mateo Street to Terracina Boulevard	35
Fifth Avenue	Ford Street to Dearborn Street	45
Fifth Avenue	Dearborn Street to Wabash Avenue	45
Ford Street	Citrus Avenue to Fifth Avenue	40
Ford Street	Fifth Avenue to Reservoir Road	40
Ford Street	Reservoir Road to Sunset Drive	45
Ford Street	Sunset Drive to Garden Hill Drive	40
Franklin Avenue	Eucalyptus Drive to Oak Street	35
Franklin Avenue	Oak Street to Garden Street	35
Garden Street	Mariposa Drive to Cajon Street	40
Grove Street	Highland Avenue to Citrus Avenue	35
Grove Street	Citrus Avenue to Brockton Avenue	35
Highland Avenue	Ford Street to Cajon Street	45
Highland Avenue	Cajon Street to San Mateo Street	35

Highland Avenue	San Mateo Street to Serpentine Drive	30
Judson Street	Citrus Avenue to Colton Avenue	40
Judson Street	Colton Avenue to Lugonia Avenue	35
Judson Street	Lugonia Avenue to Pioneer Avenue	35
Live Oak Canyon Road	San Timoteo Canyon Road to Easterly City Boundary	45
Lugonia Avenue	1,500 feet w/o Research Avenue to California Street	50
Lugonia Avenue	California Street to Alabama Street (eastbound)	40
Lugonia Avenue	Alabama Street to Tennessee Street (eastbound)	40
Lugonia Avenue	Tennessee Street to Texas Street	40
Lugonia Avenue	Texas Street to Orange Street	40
Mariposa Drive	Wabash Avenue to Country Club Drive	35
Mariposa Drive	Country Club Drive to Garden Street	35
Mariposa Drive	Halsey Street to Dwight Street	25
Mountain View Avenue	I-10 Freeway to Central Avenue (northbound)	50
New York Street	Colton Avenue to Lugonia Avenue	40
Olive Avenue	Citrus Avenue to San Mateo Street	35
Olive Avenue	San Mateo Street to Terracina Boulevard	35
Orange Street	Lugonia Avenue to Pioneer Avenue	40
Orange Street	Pioneer Avenue to Hubbard Court	45
Orange Street	Hubbard Court to City limits	50
Orange Tree Lane	California Street to Nevada Street	35
Orange Tree Lane	Nevada Street to Alabama Street	40
Pacific Street	Crescent Avenue to Carob Street	25
Pacific Street	Carob Street to Ridge Street	25
Palm Avenue	Serpentine Drive to San Mateo Street	30
Palm Avenue	San Mateo Street to Ford Street	40
Palmetto Avenue	Nevada Street to California Street (westbound)	40

Palmetto Avenue	California Street to Marigold Avenue	40
Palo Alto Drive	Country Club Drive to Mirasol Drive	35
Palo Alto Drive	Mirasol Drive to Sunset Drive	30
Pennsylvania Avenue	Texas Street to Orange Street	35
Pennsylvania Avenue	Orange Street to Church Street	35
Pennsylvania Avenue	Church Street to University Avenue	35
Pennsylvania Avenue	University Avenue to Judson Street	35
Pioneer Avenue	Texas Street to Orange Street	35
Pioneer Avenue	Orange Street to Occidental Drive	35
Pioneer Avenue	Occidental Drive to Dearborn Street	45
Pioneer Avenue	Texas Street to I-210 Freeway	40
Redlands Boulevard	California Street to Texas Street	40
Redlands Boulevard	Texas Street to Eureka Street	35
Redlands Boulevard	Eureka Street to Citrus Avenue	30
Redlands Boulevard	Citrus Avenue to Highland Avenue	35
Redlands Boulevard	Highland Avenue to Ford Street	50
Reservoir Road	Ford Street to Wabash Avenue	50
Rossmont Drive	Garden Street to Sunset Drive	25
San Bernardino Avenue	Tennessee Street to Orange Street	45
San Bernardino Avenue	Orange Street to University Street	40
San Bernardino Avenue	University Street to Wabash Avenue	45
San Bernardino Avenue	Mountain View Avenue to California Street	50
San Mateo Street	Brookside Avenue to Fern Avenue	35
San Mateo Street	Fern Avenue to Highland Avenue	35
San Timoteo Canyon Road	Fern Avenue to Barton Road	40
Sunset Drive	Vinton Way to Alta Vista Drive	40
Sunset Drive	Alta Vista Drive to Panorama Point	30

Sunset Drive	Serpentine Road to Vinton Way	25
Sunset Drive	Panorama Point to Franklin Avenue	35
Sunnyside Avenue	Fern Avenue to Cypress Avenue	25
Sunnyside Avenue	Cypress Avenue to Smiley Heights Drive	25
Tennessee Street and San Mateo Street	Colton Avenue to Brookside Avenue	40
Terracina Boulevard	Barton Road to Olive Avenue	45
Terracina Boulevard	Olive Avenue to Cypress Avenue	35
Texas Street	Redlands Boulevard to Lugonia Avenue	35
Texas Street	Lugonia Avenue to San Bernardino Avenue	35
Texas Street	San Bernardino Avenue to Domestic Avenue	35
University Street	Cypress Avenue to Colton Avenue	35
University Street	Colton Avenue to Lugonia Avenue	35
University Street	Lugonia Avenue to San Bernardino Avenue	25
Via Vista Drive	Country Club Drive to Helena Lane	30
Wabash Avenue	Fifth Avenue to Citrus Avenue	45
Wabash Avenue	Citrus Avenue to Colton Avenue	40
Wabash Avenue	Colton Avenue to Sessums Drive	40
Wabash Avenue	Fifth Avenue to Panorama Drive	40
Wabash Avenue	Reservoir Road to Palo Alto	35

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.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 6th day of December 2022, by the following vote:

AYES:
NOES:
ABSENT:

_____

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **I. 13.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Professional Services Agreement with KOA Corporation to extend the termination date to December 31, 2023 for the East Valley Corridor Bike Route Interconnect Project (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move City Council approve the First Amendment to the Professional Services Agreement with KOA Corporation to extend the termination date to December 31, 2023 for the East Valley Corridor Bike Route Interconnect Project.

RECOMMENDATION:

Staff recommends City Council approve the First Amendment to the Professional Services Agreement with KOA Corporation to extend the termination date to December 31, 2023 for the East Valley Corridor Bike Route Interconnect Project.

DISCUSSION:

On December 18, 2018, City Council executed a Professional Services Agreement with KOA Corporation (KOA) to provide engineering services for the East Valley Corridor Bike Route Interconnect Project (Project). The Project proposes to construct several gaps in the existing cycling infrastructure, provide improved bike traffic for users between downtown, Highland, the Citrus Plaza/Mountain Grove shopping centers, and Santa Ana River Trail, and improve cycling safety in the western portion of Redlands.

KOA has been working diligently and has made significant progress in designing. However, the design will not be completed prior to the agreement deadline of December 31, 2022. The Project alignment crosses through the Santa Ana River and encroaches on other environmentally sensitive areas, causing a longer than expected delay in the Environmental Assessment. San Bernardino Valley Water Conservation District is coordinating with U.S. Fish and Wildlife Service (USFWS) to include this Project as part of the Wash Habitat Conservation Plan (Wash Plan). Once it is accepted by the U.S. Fish and Wildlife Service (USFWS), the Project will be covered under the implementation of the Wash Plan through a Certificate of Inclusion. Therefore, staff recommends a First Amendment to the Agreement that extends the contract termination date to December 31, 2023, and updates the Agreement to designate John R. Harris, Municipal Utilities and Engineering Department Director, as the City's representative. These are the only proposed Agreement revisions.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so will prevent completion of the East Valley Corridor Bike Route Interconnect Project design.

STRATEGIC PLAN:

N/A

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

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Goutam K. Dobey, City Engineer

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

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

Attachments

A. First Amendment to KOA Agreement

B. Executed Agreement with KOA (Reference Only)

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of engineering design and environmental services ("Agreement"), dated December 18, 2018, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and KOA Corporation ("Consultant"), is made and entered into this 6th day of December 2022.

RECITALS

WHEREAS, it is the desire of City and Consultant to amend Article 3.2 of the Agreement to update the name of the City's representative from former representative Paul Toor, to the current representative, John R. Harris; and

WHEREAS, it is the desire of the City and Consultant to amend Article 4.1 of the Agreement to extend the date for termination of the Services to December 31, 2023;

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

AGREEMENT

Section 1. Section 3.2 of the Agreement, titled "Responsibilities of City," is hereby amended to read as follows:

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

Section 2. Section 4.1 of the Agreement, titled "Performance of Services," is hereby amended to read as follows:

"4.1 Consultant shall complete the Services by December 31, 2023, unless the Services are terminated earlier as provided for herein."

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 December 6, 2022.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

KOA Corporation

By: _____
Charles Stephan, Vice President

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of engineering design and environmental services ("Agreement") for the East Valley Corridor Bike Route Interconnect Project is made and entered in this 18th day of December, 2018 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City)" and KOA 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 engineering design and environmental services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Paul Toor, 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 complete the Services by December 31, 2022, unless the Services are terminated earlier as provided for 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 the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of two hundred seventy eight thousand, nine hundred thirty nine dollars and twenty six cents ($278,939.26). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B" entitled "Proposed Fee" attached hereto and incorporated herein by reference.

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

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

City
City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373

Consultant
Ming Guan
KOA, Corporation
3190 C Shelby Street
Ontario, CA 91764
mguan@koacorp.com,
909.890.9693

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

CITY OF REDLANDS

By: _____
Paul W. Foster, Mayor

KOA Corporation

By: _____
Ming Guan

Attest:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Task 1 - Project Management and Administration

The Consultant team will meet with the City to establish the design parameters for this project. Under the project management task, Consultant will be responsible for maintaining contact with the City's Project Manager to keep him/her informed of the developments on the project. It is anticipated that monthly PDT meetings will be held until the final completion of the project. Consultant will also meet with the City and identify all applicable agencies with authority over any particular aspects of the project. We will develop a list and contact information. Consultant will coordinate with each agency and determine permits or project specifications that are required. Consultant will serve as the main coordinator and liaison between the City and agencies. Consultant will include Project Invoicing in accordance with funding program requirements specified in the ATP Grant Applications. Invoice will be submitted with charges segregated by work performed within City of San Bernardino, County of San Bernardino and City of Redlands of each month.

The following specific subtasks will be performed:

1) Management of project team including sub-consultant
2) Attend Project Start-up Meeting, Development and Agreement on Design Standards which may be per AASHTO Greenbook when on National Highway System (NHS) or locally adopted standards when off NHS
3) Conduct PDT Meetings including Preparing Agenda and Meeting Minutes
4) Submitting of Monthly Progress Reports and Invoices including Updating Schedules
5) Provide a presentation to City Council and additional committees as requested by City staff
6) Coordinate design and construction schedule with Robertsons Ready Mix, CUP No. 964, located just south of the City boundary on Alabama Street

Deliverables: Meeting agendas, attendance rosters, minutes / Detailed project schedule / Monthly project reports / QAP

Task 2 - Utility Research and Coordination

Consultant will provide preliminary notification/request letter and relocation/removal notices to all utility companies that have facilities within the limits of the project. The City shall provide Consultant with the required format for the utility notice in Microsoft Word format.

1) Contact and Obtain Utility Information
2) Prepare notices and follow up requests with plans to utility companies

Deliverables: Utility Log, Spreadsheet log of notices sent to utility companies and responses received

Task 3 - Data Review, Field Surveying and Base Mapping

Project Controls will be established for aerial mapping. Field surveys will be conducted for mapping elevations against National Mapping Accuracy Standards. This work will include sending field crews to the project area and surveying topographic information to develop one-foot contour base maps of the project area. AutoCAD plans will be prepared for the purpose of engineering design. Survey will include street centerline and right of way information, and survey monuments. Survey shall be tied

into state plane coordinate system and City benchmarks. The coverage for the aerial mapping will include the Class II and IV bike lanes and the proposed Class I bike route along Alabama Street. 40-scale planimetric aerial mapping with 1-foot contours will be obtained. Supplemental topographic field surveys will be performed to collect cross sectional information every 50' along Alabama Street from Santa Ana River trail to the Robertson's Ready Mix. Specific tasks will include:

1) Obtain and Review Existing Documents and Reports
2) Conduct Field Surveys for Control and Mapping
3) Preparation of Base Map
4) Perform pre-construction survey monument preservation within flood control corridor with required corner records submitted to the County of San Bernardino

Deliverables: Report of potential conflicts. / Electronic copy of all field surveys in AutoCAD, latest format.

Task 4 – Conceptual Alignment and Estimate

Immediately upon receipt of the Survey, Consultant will develop a preliminary concept alignment, and hold a workshop with all applicable agencies to review and modify as needed. The preliminary alignment will be developed based on a full field review, review of right of way limits, and consultation with stakeholders.

1) Prepare Conceptual Alignment Plan and Cost Estimates
2) Conduct Design Review Field Meetings
3) Conceptual alignment plan workshop

Deliverables: Conceptual Alignment and Cost Estimates

Task 5 - Right-of-Way Engineering (Optional)

It is important that exact property lines on the parcel are indicated on the base map. Once the design footprint has been finalized, Consultant will identify the needs for new rights-of-way, permanent easements, temporary construction easements, and rights-of-entry. The Consultant team will prepare right-of-way maps showing existing rights-of-way and easements; areas requiring acquisition; assessor's parcel number; zoning; owner's name, addresses, and type of business; street centerlines; property lines; building footprints; setback distances from right-of-way to building; existing and proposed improvements within the taking areas, including potential acquisition and easements required for maintenance access; utilities; and construction work area, as necessary.

Consultant will provide the following right-of-way services should they be required. Consultant will coordinate and/or negotiate to obtain rights-of-way or easements for properties as necessary and identify Right-of-Way Requirements

1) Obtain Right of Entry
2) Prepare Legal Document
3) Prepare R/W Data Sheet Report
4) Appraisal and Negotiation Services

Deliverable: If applicable, Right of Way Impact Map, Legal and Plats / Appraisal report / Prepare Acquisition Offer Packages / Owner-Executed Acquisition Documents

Task 6 - Geotechnical Design Report

Geotechnical field investigation will consist of drilling exploratory borings to obtain material samples pavement design. The results of field exploration and geotechnical laboratory tests will be evaluated and engineering analyses will be performed in order to provide geotechnical recommendations for the design and construction of the proposed project. A professional report will be prepared to summarize the data collected and present our findings, conclusions, and geotechnical recommendations for design and construction of the proposed project. Specific tasks will include:

1) Perform Laboratory Testing
2) Design pavement structural thickness
3) Prepare pavement evaluation / overlay thickness recommendations report

Deliverable: Geotechnical Design Report

Task 7 - Environmental Document

The CEQA Lead Agency will be the City of Redlands. The following specific subtasks will be performed as identified in the Preliminary Environmental Analysis Report:

1) Initial Study pursuant to CEQA
2) CEQA documents as required to comply with law.
3) Coordination with Wash Plan and SBVWCD

*If additional Technical Studies are requested by Caltrans, supplemental request will be requested.

Deliverable: Environmental Documents and Technical Reports

Task 8 - Prepare Interim and Final Plans, Specifications and Estimate

Consultant will prepare and assemble a set of plans, specifications and estimate for this project in a bid package format for City review, in accordance with the City of San Bernardino, County of San Bernardino, and City of Redlands Standards. These plans will be prepared in 60%, 90%, and 100%. The plan will be assembled after individual tasks are completed as defined in the tasks above. Other plans not noted in the tasks will be completed under this task. These plans include, Vicinity Map, civil design plans, traffic signal plans and signing and striping plans.

All approved plans will be provided to the City on compact disk in AutoCAD, as well as on "D" size Mylar. Specifications documents, including technical specifications, will be provided on digital medium disks in Microsoft Word format and as a combined PDF document in preparation to advertise for construction. The Engineers Estimate will be provided in Excel format. Specific sub-tasks include:

1) Specifications and Special Provisions and Engineers Estimate
2) 2nd Review 60% Submittal
3) 3rd Review 90% Submittal
4) Final 100% Submittal

Deliverables:

- Three (3) full-size copies of plan submittals at 60%, 90% completion milestones
- One full-size signed Mylar of approved 100% plan set
- Cost estimates and Project Specification at 60%, 90%, and 100% completion milestones

- One CD containing final signed plans (PDF and Autocad format), specifications, and estimate

Task 9 - Engineering Support during Bidding, Award & Construction Phase

KOA will assist the City of Redlands in advertising for bids, and providing plans and specifications. Tasks may include answering questions from prospective bidders, providing responses to requests for information (RFI's), preparing addenda to the PS&E during the advertisement period, and providing consultation and interpretation of construction documents. KOA will attend the project pre-construction meeting. During construction, we will be available to answer requests for information, requests for clarification, and address interpretation needing comment. All responses to requests for information, addenda, interpretations and any other communication shall be delivered only to City staff for distribution. We will be available to review and comment on project submittals. KOA will work closely with the City's appointed construction inspector. Subtasks will be as follows:

1) Bidding Services
2) Preconstruction meeting
3) Review Inquiries, submittals and change orders during construction
4) Prepare As Built Drawings

Deliverables: RFI Responses / As Built Drawing

EXHIBIT "B"
FEE SCHEDULE

Proposal Fee
ENGINEERING AND DESIGN SERVICES
EAST VALLEY CORRIDOR BIKE ROUTE INTERCONNECT PROJECT
CITY PROJECT NO. 47029

TASKS	Principal In Charge $219	Project Manager $142	Senior Engineer $218	Senior Engineer $192	Senior Engineer $144	Design Engineer $96	Design Engineer $96	Admin. Assist. $82	Environmental ECORP	ISA EnSafe	Right of Way Epic Land	Surveying WestLand Group	Geotech Twining	TOTAL COST
Task 1 - Project Management and Administration														
1) Management of project team including sub-consultant	2	12	4	4	4	4								$4,351.41
2) Attend Project Start-up Meeting, Development and Agreement on Design Standards		4		2	4	4	2							$2,101.36
3) Conduct PDT Meetings including Preparing Agenda and Meeting Minutes	4	24				24								$8,688.63
4) Submitting of Monthly Progress Reports and Invoices including Updating Schedules	4	40	4	4	4	20	4	40						$14,747.79
5) Provide a presentation to City Council and committees as requested by City staff		8				8								$1,904.35
6) Coordinate design and construction schedule with Robertson's Ready Mix		4				8								$1,393.24
Subtotal	10	92	8	10	12	64	6	40	$0	$0	$0	$0	$0	$31,038.77
Task 2 -Utility Research and Coordination														
1) Contact and Obtain Utility Information		4				20								$2,454.42
2) Prepare notices and follow up requests with plans to utility companies		8				20								$3,093.53
Subtotal		12				40			$0	$0	$0	$0	$0	$5,537.95
Task 3 - Data Review, Field Surveying and Base Mapping														
1) Obtain and Review Existing Documents and Reports		4				8								$1,904.35
2) Conduct Field Surveys for Control and Mapping		4				8						$8,532		$9,867.24
3) Preparation of Base Map		4				20						$36,771		$38,106.24
Subtotal		12				36	20		$0	$0	$0	$7,104		$11,503.71
Task 4 - Conceptual Alignment and Estimate												$52,407	$0	$59,477.19
1) Prepare Conceptual Alignment Plan and Cost Estimates		40	8	8	8	80	80							$26,446.10
2) Conduct Design Review Field Meetings		8				8								$1,904.35
3) Conceptual alignment plan workshop		4				4								$952.18
Subtotal		52	8	8	8	92	80		$0	$0	$0	$0	$0	$28,302.63
Task 5- Right-of-Way Engineering (Optional)														
1) Obtain Right of Entry		4				4					$19,300			$19,952.18
2) Prepare Legal Document		4				4						$8,000		$9,952.18
3) Prepare R/W Data Sheet Report		2			2	8	8				$29,117			$31,221.00
4) Appraisal and Negotiation services (6 Parcels)		8				8					$31,700			$33,604.45
Subtotal		18			2	24	8		$0	$0	$79,117	$8,000	$0	$94,029.80
Task 6 - Geotechnical Design Report														
1) Perform Laboratory Testing		2				4								$3,784.56
2) Design pavement structural thickness		2				4								$3,690.66
3) Prepare pavement evaluation / overlay thickness recommendations report		2				8								$7,190.53
Subtotal		6				40			$0	$0	$0	$0	$0	$14,874.75
Task 7 - Environmental Document														
1) Preliminary Environmental Analysis Report (PEAR)*	2	8				16			$20,737	$11,312				$36,157.49
2) CEQA Categorical Exemption	2	4				8			$2,361					$4,134.02
3) Coordination with Valley Plan and SBVMCD	2	16				16			$12,775					$17,007.48
Subtotal	6	28				40			$35,873	$11,312	$0	$0	$0	$56,372.99
Task 8 - Prepare Interim and Final Plans, Specifications and Estimate														
1) Specifications and Special Provisions and Engineers Estimate	4	20				40								$7,551.75
2) 2nd Review 60% Submittal	8	40				120	120							$30,425.68
3) 3rd Review 90% Submittal	8	20				80	80							$13,919.10
4) Final 100% Submittal	4	12				40	20							$9,328.81
Subtotal	24	92				280	220		$0	$0	$0	$0	$0	$66,225.53
Task 9 - Engineering Support during Bidding, Award & Construction Phase														
1)Bidding Services	2	4				8								$1,773.02
2)Preconstruction meeting	4	4				4								$1,627.74
3)Review inquiries, submittals and change orders during construction	2	4			4	20	16							$3,406.79
4)Prepare As Built Drawings		4			2	16								$3,920.89
Subtotal	8	16			6	48	16		$0	$0	$0	$0	$0	$11,018.44
Reimbursables														
1) Reports, Printing and Mylars														$2,000.00
2) Mileage														$1,000.00
TOTAL HOURS	48	328	16	18	28	636	362	40						
TOTAL COST	$10,507	$46,668	$3,502	$3,448	$4,022	$60,906	$34,667	$3,666	$35,873	$11,312	$79,117	$61,407	$14,874	$372,969.06

KOA CORPORATION
PLANNING & ENGINEERING

Without Optional Right of Way Engineering Task: **$278,939.26**

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

__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 Date: 12/20/18

By: _____
Ming Guan

City Council/Successor Agency Meeting **I. 14.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Second Amendment to the Development Impact Fee Study Professional Services Agreement with David Taussig and Associates, Inc. to extend the termination date to December 31, 2023 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council approve the second amendment to the Development Impact Fee Study Professional Services Agreement with David Taussig and Associates, Inc. to extend the termination date to December 31, 2023.

RECOMMENDATION:

Staff recommends City Council approve the second amendment to the Development Impact Fee Study Professional Services Agreement with David Taussig and Associates, Inc. to extend the termination date to December 31, 2023.

DISCUSSION:

Assembly Bill (AB) 1600, which became effective on January 1, 1989, outlines specific requirements that must be met for municipalities to impose Development Impact Fees (DIF). Every five (5) years, a Nexus Study must be completed to justify appropriate fees to fund additional infrastructure and services necessary to support new growth.

A similar study was completed and adopted in January 2017, and only minor modifications, primarily related to Accessory Dwelling Unit state mandates, were implemented. This project will update the 2017 DIF Study and will include

analyses for eleven (11) fees identified in the Redlands Municipal Code (RMC), including storm drain, water, solid waste, and sewer facilities.

On November 2, 2021, City Council executed an Agreement with David Taussig and Associates, Inc. (DTA) to prepare a DIF Study. DTA has worked diligently and has made great progress toward completion of the DIF study. A First Amendment to the Professional Services Agreement with David Taussig and Associates, Inc. was approved by City Council on June 21, 2022 to extend the termination date. However, the DIF Study will not be completed prior to the recent December 31, 2022 Agreement deadline. Staff recommends a Second Amendment to the Agreement that extends the termination date to December 31, 2023.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so will prevent completion of the Development Impact Fee Study.

STRATEGIC PLAN:

N/A

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

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Goutam K. Dobey, City Engineer

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

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

Attachments

A. Second Amendment to DTA Agreement for DIF Study
B. Executed First Agreement to DTA (Reference Only)
C. Executed Agreement for DIF Study (Reference Only)

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for the preparation of a development impact fee study services ("Agreement"), dated November 2, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and David Taussig and Associates, Inc. dba DTA ("Consultant"), is made and entered into this 6th day of December 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 4.2 of the Agreement to extend the date for termination of the Services to December 31, 2023;

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

AGREEMENT

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

"4.2 Consultant shall complete the Services by December 31, 2023, unless the Services are terminated earlier as provided for herein."

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

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

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

David Taussig and Associates, Inc. dba DTA

By: _____
David Taussig, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the preparation of a development impact fee study services ("Agreement"), dated November 2, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and David Taussig and Associates, Inc. dba DTA ("Consultant"), is made and entered into this 21st day of June, 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 4.2 of the Agreement to extend the date for termination of the Services to December 31, 2022;

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

AGREEMENT

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

"4.2 Consultant shall complete the Services by December 31, 2022, 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 June 21, 2022.

CITY OF REDLANDS

Paul T. Barich, Mayor

DAVID TAUSSIG AND ASSOCIATES, INC. DBA DTA

By: _____
David Taussig, President

ATTEST:

Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the preparation of a development impact fee study for open space and parks, transportation improvements, storm drain facilities, water facilities, solid waste facilities, sewer facilities, and public facilities (fire, police, library, government facilities and capital equipment)("Agreement") is made and entered in this 2nd day of November, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and David Taussig and Associates, Inc. dba DTA, 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 prepare a development impact fee study for open space and parks, transportation improvements, storm drain facilities, water facilities, solid waste facilities, sewer facilities, and public facilities (fire, police, library, government facilities and capital equipment) 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 reference.

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is

attached hereto and incorporated herein by reference. The Services shall commence within ten (10) days of the Effective Date of this Agreement.

4.2 Consultant shall complete the Services by June 30, 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 Forty Nine Thousand Nine Hundred Eighty Dollars ($49,980). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Fee Schedule" which is attached hereto and incorporated herein by reference.

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

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

CITY:	CONSULTANT:
City Clerk	David Taussig, President
City of Redlands	David Taussig and Associates, Inc. dba DTA
35 Cajon Street	3390 University Avenue, Suite 200
P.O. Box 3005 (mailing)	Riverside, CA 92501
Redlands, CA 92373	david@financedta.com
jdonaldson@cityofredlands.org	Phone: (800) 969-4382
Phone: (909) 798-7531	Fax: (949) 480-0034

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any

assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

DAVID TAUSSIG AND ASSOCIATES, INC. DBA DTA

By: _____
David Taussig, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

The following Scope of Work details the tasks that the Consultant shall complete with respect to preparing and completing the Development Impact Fee ("DIF") Study.

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

Task 1 – Evaluate Current DIF Program

The Consultant shall review the 2014 DIF study and all related resource documents and data provided by the City. The Consultant shall also review San Bernardino County Transportation Authority (SBCTA) improvements and growth projections and consult with the City Development Services Department to ensure growth is consistent with the City General Plan and projections. The Consultant shall include this information when developing the DIF study.

Task 2 – Development of Project Strategy and Kickoff Meeting

The Consultant shall meet with City staff in a project kickoff meeting to finalize the details of the project, deliverables, timetables, and tasks, discuss the fee methodologies and best practices, identify needed information (i.e., reports, project/needs lists, stakeholder groups, data, etc.), prepare the final schedule, discuss the public process, and resolve other concerns, as appropriate.

Task 3 – Develop Population and Dwelling Unit Projections

The Consultant shall compile and document existing and future population and development estimates for the City. The projections resulting from this task shall ultimately calculate fee levels. At this stage, the Consultant shall evaluate City resources and influences, all factors affecting the existing Fee Study, and pertinent impact fees as outlined by the City [specifically open space and parks, transportation improvements, storm drain facilities, water facilities, solid waste facilities, sewer facilities, and public facilities fees (fire, police, library, government facilities, and capital equipment)]. This task comprises four subtasks:

- Subtask 3A – Population Projections
  The Consultant shall gather existing information on present and future population projections for the City from various sources, including City staff, the General Plan, existing Master Plans, the U.S. Census, the SBCTA, the State Department of Finance, and from other data sources, including the City's CIP.

- Subtask 3B – Conduct Entitlement Research and Projections
  The Consultant shall coordinate with the City to determine existing and future residential and non-residential development within the City over the planning horizon (5 years, or otherwise). To complete this subtask, the Consultant shall review the General Plan/CIP

and related plans to determine expected development land use patterns in the City, assess City records to identify existing entitlements for dwelling units and commercial/industrial development, and project the number of new dwelling units and commercial/industrial development based on existing entitlements and population projections through the requested target year, as selected by City staff.

- Subtask 3C – Review Current City Fee Structure
  The Consultant shall review and summarize the City's current development fee structures, City policies and procedures, and other regulatory requirements affecting potential fee structures and revenue program requirements.

- Subtask 3D – Review Prior City Fee Justification Studies
  The Consultant shall review the approach and methodology utilized in prior City fee justification studies so they can be evaluated in light of the City's current needs.

Task 4 – Review Facility/Capital Needs and Levels of Service

This task entails the review of the facilities and capital needs required to serve new development in the study area projected in Task 3. The Consultant shall use existing City materials (and any relevant Developer's Facilities Reports) as base documents and focus our effort on updating this information.

For any fee program to be comprehensive in its scope, it is necessary to complete a thorough identification and review of all the facilities that will be impacted by additional growth, including those already discussed in the General Plan or CIP. This task shall require close coordination with all appropriate City departments.

- Subtask 4A – Survey/Interview City Staff
  The Consultant shall survey/interview City staff to review projected facilities in the City, along with major equipment needs, the timing at which improvements will be needed, and any physical data that would assist in developing the costs estimated below in Subtask 4C. Based upon the results of the surveys and interviews, the Consultant shall verify and, if appropriate, expand the list of new facilities found in the General Plan/CIP to be included within the fee program for the City.

- Subtask 4B – Facilities List
  Based on the information collected in Subtask 4A, the Consultant shall prepare a facilities "needs list" that details the new facilities and equipment to serve new development in the City.

- Subtask 4C – Review Cost Estimates
  The Consultant's engineering and technical staff shall, as necessary, consult with City department heads and/or engineering staff or equivalent to ascertain and understand in-house cost data for existing and projected facilities and equipment, apply inflation and cost-of-living escalators to the list of projected public facilities to determine future costs, review and/or refine existing cost data, examine major sources of revenue to fund the

construction of new public facilities, and provide a proportional estimate between projected costs for new facilities and estimated revenue from mitigation fees and other sources. Where appropriate, the Consultant shall consider debt service in establishing the cost of facilities.

Deliverable: Facilities "Needs List".

Task 5 – Develop Methodology for Calculating New Fee Amounts

This task entails developing the methodology used to establish the fee amount for each fee component to the extent appropriate. There are two critical issues that must be considered in developing a fee program. The fee program must generate revenues in a timely manner and the methodology must meet the nexus or benefit requirements of Assembly Bill ("AB") 1600. Since fees of any sort are controversial, it is critical that any fee established be legally defensible.

The Consultant's Fee Study methodology must meet the nexus or benefit requirements of AB 1600, which requires that there be a nexus between the fees imposed, use of the fees, and development projects on which the fees are imposed. Furthermore, there must be a relationship between the amount of the fee and cost of the improvements. In order to impose a fee as a condition for a development project, the methodology must accomplish the following:

- Identify the purpose of the fee;
- Ascertain the use to which the fee is to be put; if the use is financing public facilities, the facilities must be identified;
- Determine how there is a reasonable relationship between the fee's use and type of development project on which the fee is imposed; and
- Identify how there is a reasonable relationship between the need for the public facility and type of development project on which the fee is being imposed.

Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development. The benefit methodology established in this task shall be documented in the Final Report.

The Consultant shall prepare a memo to be submitted to City staff summarizing available methodologies and their respective pros and cons and providing detailed examples of other cities', counties', or agencies' impact fee programs. Methodologies to review shall include programs based on auto vehicle trips, all mode trips (e.g., auto, transit, bike, and walk), square footages, household units, etc. The memo shall also discuss, as applicable, context-sensitive and transportation demand management adjustments and "credits" for capital improvements required as part of a project application. The Consultant shall recommend a Fee Expenditure Plan to ensure that projects can be fully funded and implemented within any required time limits for expenditures of such funds and possible flexibility to allow collected fees to be used to provide the City with a match for grant applications. Finally, the memo shall include recommendations for methodology and next steps. Upon review and discussion by City staff, a methodology shall be selected.

Deliverable: Memo Summarizing the Fee Methodology Options.

Task 6 – Determine Fee Levels

This task entails calculating the fee amounts based upon the dwelling unit and commercial/industrial development projections completed in Task 3, facilities needs and costs determined in Task 4, and methodology selected in Task 5.

- Subtask 6A – Calculate Recommended Fee Amounts
  The Consultant shall calculate fees for the City by inputting the data compiled under the preceding tasks and computing each fee to be levied. This work shall be done in a spreadsheet format that can be updated annually.

  The Consultant shall also evaluate this data in comparison to ten (10) surrounding communities, as requested by the City, in order to arrive at comparable and acceptable fee levels.

- Subtask 6B – Document Fee Derivation
  The Consultant shall document the methodology utilized for the fee calculation model in such a way that can be understood by the City and public. The Consultant shall prepare written statements documenting the validity of the methodology for deriving each of the fees for the City. These statements shall be made to meet the requirements of AB 1600 and documented in the Final Report discussed below.

Deliverable: List of Proposed Impact Fees for Single-Family Detached, Single-Family Attached, Multi-Family, and Non-Residential Land Use Categories.

Task 7 – Prepare Draft and Final Reports

This task entails the preparation of the Draft and Final Reports for consideration by the City Council and City staff.

- Subtask 7A – Prepare Draft Report for Comments
  Based on the work completed in Tasks 1-6, the Consultant shall prepare the Draft Report for review and consideration by City staff. The Draft Report shall be prepared under the standards of AB 1600 and is expected to include an executive summary, population projections, the facilities and improvements list, areas of benefit (if applicable), fee calculations, recommended fee levels, and the suggested process for keeping fees current.

- Subtask 7B – Prepare Final Report
  Based on the incorporation of City staff comments and concerns on the Draft Report, the Consultant shall prepare the Final Report for presentation to the City Council and City staff. One hard copy of the Final DIF report shall be submitted to the City.

Deliverables: Draft and Final Reports.

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

Task 8 – Project Management

The Consultant shall manage and coordinate all components of the DIF study and take a proactive role in keeping all tasks on schedule and on budget and ensure timely completion of the DIF study update. The Consultant shall give prior notice to the City, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

This task entails attendance at a total of thirteen (13) meetings/workshops, including the kickoff meeting, as detailed below:

- Kickoff meeting with City staff to define project goals and objectives, outline the project and management approach, identify roles and responsibilities, and confirm the scope and schedule;
- A minimum of six (6) working site visits with staff;
- A minimum of two (2) meetings with the public and developers;
- A minimum of one (1) meeting with the Building Industry Association ("BIA");
- One (1) presentation to the Municipal Utilities and Public Works Commission at which the Consultant shall present the Final Report for recommendation to the City Council for adoption; and
- One (1) work session and one (1) formal City Council meeting presentation.

During these meetings, the Consultant shall take into account community and stakeholder input. For this purpose, the Consultant shall develop handouts for these meetings that summarize the findings and analysis from the Public Review Draft. The Consultant shall also prepare and distribute updated information, as necessary, to facilitate discussion in Focus Group Meetings in which the Consultant is unable to attend.

In-person attendance at any meetings shall depend on State guidelines and guidance from the Centers for Disease Control and Prevention ("CDC"). Where possible, the Consultant shall conduct more than one in-person meeting with City staff, stakeholders, the BIA, the Municipal Utilities and Public Works Commission, and/or other interested parties per meeting day.

EXHIBIT "B"
PROJECT SCHEDULE

Task No.	Description	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.
1	Evaluate DIF Program								
2	Development of Project Strategy and Kickoff Meeting								
3	Develop Population and Demographic Projections								
4	Identify Facility/Capital Needs and Levels of Service								
5	Develop Methodology for Calculating New Fee Amounts								
6	Determine Fee Levels and Conduct Housing Affordability Analysis								
7	Prepare Draft and Final Reports								
8	Project Management								
Ongoing	Communication, Education, and Outreach of Project								

EXHIBIT "C"
FEE SCHEDULE

Description	Title	Hourly Rate	Est. Hours	Total Cost
Task #1: Evaluate Current DIF Program	President/MD	$285	2	$570
	Vice President	$240	6	$1,440
	Senior Associate	$185	3	$555
		Task 1	**11**	**$2,565**
Task #2: Development of Project Strategy and Kickoff Meeting	President/MD	$285	3	$855
	Vice President	$240	3	$720
	Senior Associate	$185	0	$0
		Task 2	**6**	**$1,575**
Task #3: Develop Population and Demographic Projections	President/MD	$285	2	$570
	Vice President	$240	2	$480
	Senior Associate	$185	8	$1,480
		Task 3	**12**	**$2,530**
Task #4: Identify Facility/Capital Needs and Levels of Service	President/MD	$285	4	$1,140
	Vice President	$240	24	$5,760
	Senior Associate	$185	12	$2,220
		Task 4	**40**	**$9,120**
Task #5: Develop Methodology for Calculating New Fee Amounts	President/MD	$285	4	$1,140
	Vice President	$240	4	$960
	Senior Associate	$185	8	$1,480
		Task 5	**16**	**$3,580**
Task #6: Determine Fee Levels	President/MD	$285	4	$1,140
	Vice President	$240	4	$960
	Senior Associate	$185	8	$1,480
		Task 6	**16**	**$3,580**
Task #7: Prepare Draft and Final Reports	President/MD	$285	8	$2,280
	Vice President	$240	12	$2,880
	Senior Associate	$185	32	$5,920
		Task 7	**52**	**$11,080**
Task #8: Project Management	President/MD	$285	24	$6,840
	Vice President	$240	24	$5,760
	Senior Associate	$185	10	$1,850
		Task 8	**58**	**$14,450**
Total Not to Exceed	President/MD	$285	51	$14,535
	Vice President	$240	79	$18,960
	Senior Associate	$185	81	$14,985
		Subtotal	**211**	**$48,480**
		Out-of-Pocket Expenses		$1,500
		Total		**$49,980**

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.

DAVID TAUSSIG AND ASSOCIATES, INC.
DBA DTA

By: _____ Date: 10/23/21
David Taussig, President

City Council/Successor Agency Meeting **I. 15.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Professional Services Agreement with Sedaru, Inc. to expand the scope of work to provide an asset management system for street maintenance, and increase the service fee by $65,000 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve the First Amendment to the Professional Services agreement with Sedaru, Inc. to expand the scope of work to provide an asset management system for street maintenance, and increase the service fee by $65,000.

RECOMMENDATION:

Staff recommends that City Council approve the First Amendment to the Professional Services Agreement with Sedaru, Inc. to expand the scope of work to provide an asset management system service for street maintenance, and increase the service fee by $65,000.

DISCUSSION:

In June 2021, City Council approved a Professional Services Agreement with Sedaru, Inc. to implement an asset management system for the City's water utility for an amount not to exceed $265,265. This system links field data collection, preventive maintenance and regulatory compliance schedules, and management dashboards by creating and tracking work orders, scheduling and tracking inspections, and creating dig alert notifications. The Sedaru asset management system is fully implemented and is being used in the Water Distribution Division, and is being implemented in the Water Production Division.

The Municipal Utilities and Engineering Department recommends City Council approve the first amendment to the Sedaru Professional Services Agreement that will expand the scope of work to include typical street maintenance tasks such as concrete curb and sidewalk inspection and maintenance tracking, striping and signage replacement scheduling, and work order processing. The cost for this additional work is $65,000 and will increase the original agreement service fee to $330,265.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

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

Fiscal Impact

Fiscal Year:	FY 22/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$65,000
Budgeted Y/N:	Y
Account No.:	101401-6703

Discussion:

There is no fiscal impact associated with this action. The cost for this service is included in the MUED FY 22/24 operating budget.

Attachments

Sedaru Agreement
Sedaru Price Quote
Sedaru Expanded Scope of Work
Sedaru First Amendment Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the establishment of a water distribution and production asset management system ("Agreement") is made and entered in this 15th day of June, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Sedaru, Inc, a Delaware corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to produce and provide to City a water distribution and production asset management system for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of three (3) years commencing as of the Effective Date, unless terminated earlier as provided herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall be in an amount-not-to-exceed two hundred sixty five thousand two hundred sixty five dollars ($265,265). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Service Cost," 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:

James Griffiths, VP Finance
Sedaru, Inc.
168 East Arrow Hwy, Suite 101
San Dimas, CA 91773
james.griffiths@aquaticinformatics.com
Phone: (604) 630-3702
Fax: (626) 244-0702

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

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

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

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.

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

SEDARU, INC.

By: _____
James Griffiths, VP Finance

ATTEST:

_____
Jeanne Donaldson, City Clerk

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EXHIBIT "A"

SCOPE OF SERVICES

Task 1 – Discovery

Tasks

1.1 Hold a kickoff meeting with GIS, IT, Engineering, Water Distribution and Production staff
1.2 Discovery Workshops and interviews with various key staff to learn City's business processes and needs
1.3 Develop Needs Assessment document
1.4 Submit data request list based on outcomes of Project Kickoff and Discovery Workshops
1.5 Provide monthly status updates with the progress payment requests
1.6 Overall project management throughout the project duration

Deliverables

- Kickoff meeting agenda and meeting minutes
- Needs Assessment document, including current GIS Entity Relationship Diagram
- Data Request List
- Setup of Sedaru test environment
- Detailed monthly status updates for each sub-task

Approach

Project Kickoff – An onsite project kickoff meeting will be led by the City's Sedaru Project Manager to review the project goals, schedules, data requirements, anticipated bottlenecks, key milestones, and priorities. It is expected that the kickoff meeting will be attended by key City stakeholders and leadership, including but not limited to City GIS, IT, Engineering, Water Distribution & Water Production staff.

Discovery Workshops – Following project kickoff, Sedaru will lead workshops with City GIS, IT, Engineering, Water Distribution & Water Production staff to review its current workflows and needs, Esri GIS locally hosted environment and data model, and gather user requirements from office and field staff end users. The project team will work with the designated City Sedaru Project Manager across each stakeholder team to gather detailed requirements for all workflows and configurations required for the project. Sedaru staff will provide examples of how similar work orders, workflows, field data collection forms, dashboard Key Performance Indicators (KPIs), and automated reports have functioned for other customers.

Sedaru will provide all stakeholders a high-level product demonstration to help build consensus around goals, vision, and direction. This will facilitate a discussion amongst City staff about how the City's workflows may differ and help reach consensus on what the desired workflow for the software should be.

Two ½ day discovery workshops are planned as follows:

Workshop #1a – All Attend

- Product demonstrations
- Identify enterprise and departmental goals & define success

- Identify pitfalls and fatal flaws (i.e., what success doesn't look like)
- Establish priority tasks to establish and maintain Project momentum
- Agree on phasing and scheduling
- Prioritize immediate next steps

Workshop #1b – IT, including GIS

- Establish IT and GIS direction and goals
- Identify current infrastructure, incl. firewalls and resources
- Define existing and desired field device direction for the Project
- Identify internal departmental critical needs and priorities
- Prioritize Project data requests and next steps

Workshop #2a – Engineering, Distribution & Operations staff

- Review existing work order types generated in Enquesta
- Identify which work order types to implement in Sedaru
- Provide examples of how similar work orders, workflows, field data collection forms, and dashboard KPIs have functioned for other customers
- Identify internal departmental critical needs and priorities
- Prioritize Project data requests and next steps

Workshop #2b – Engineering, Distribution & Operations staff

- Overview of City's Wonderware SCADA
- Identify 100 SCADA tags to be brought over into Sedaru
- Prioritize Project data requests and next steps

Workshops will be used to develop a Needs Assessment document which will be integrated into the overall Implementation Plan to support cohesive communications, messaging, and expectations throughout, with advanced awareness of data requirements and critical milestones ahead. An example data request list (DRL) will be provided, as reference to one method of the Sedaru team's communication. Based on the kickoff meeting and Discovery workshop findings, the DRL will be further refined, customized, and color-coded to reflect the most critical, available data to meet the Project's schedule and goals.

Software Rapid Rollout – The City's implementation team will set up an initial Sedaru environment, soon after a notice to proceed, to allow access to Sedaru OMNI and Fieldforce software. This will be populated without any configured forms or data and serve to provide momentum and reassurance to the City that the Software is available as a baseline and getting configured per City's specifications. This step also includes setting up a Sedaru hosted environment for configuration and testing. Completing the rapid rollout allows City staff early access to the software and to be more prepared for subsequent conversations in the Project.

Project Management – Throughout the project there will be general Project Management functions and activities that will be performed by the Sedaru team. These activities will include those items listed in the Management Approach including but not limited to managing resources, the project schedule, communication, issues, and billing.

Assumptions

- The City will have a Project Manager designated as the main point of contact for the Sedaru team.
- City will provide Sedaru with data as requested within 5 business days of request being made or at a reasonable time as agreed upon by both parties.
- Data collected during the workshops will be used for all phases of implementation.
- Workshops will be well attended and conducted at the City or via web conference.
- The City will provide Wi-Fi for onsite workshops.
- For the Needs Assessment document, the document review guidelines and feedback time durations listed in the Management Approach will be used as targets by the City. The lack of adherence to these durations could cause project schedule delays.

Task 2 – Implementation Plan

Tasks

2.1 Develop Implementation Plan

Deliverables

- Implementation Plan, including agreed to project phasing and schedule

Approach

Sedaru will work with the City's stakeholders and use the Needs Assessment developed in Task 1 as a basis for developing the overall Implementation Plan including detailed tasks and responsibilities required for implementation of each of the Sedaru apps (OMNI, Fieldforce, Outage) and Sedaru Connect integrations (DigAlert, Wachs, SCADA). To ensure the product suite delivers all key functions and is rolled out in a manner that matches the City's highest priority needs, the implementation will be deployed in phases as determined and mutually agreed to during the Discovery and development of the Implementation Plan.

A general overview and framework of the Implementation Plan is summarized below.

Sedaru Intro & Discover (Task 1)

- Project planning and kick-off, including communications plan and protocol
- Overall Project Management
- Workshops
- Sedaru team and the City's team will work together to collect and review current City background documents, current systems, and collected data
- Rapid Rollout of Sedaru OMNI and Fieldforce

Connect

- Setup Sedaru hosted GIS environment for initial configuration and testing

Design & Build

- Development of the Implementation Plan
- Configuration of Sedaru AMS, including Sedaru Connect integrations

Deploy and Test

- Initial training for City's power users

- User Acceptance Testing

Training

- Cutover from Development to Production, Testing, and Rollout
- Training & Documentation, including Sedaru Studio for City self-Administration

Go Live

- Go Live with City's complete Sedaru AMS solution

Optimize

- Continue to optimize City's Sedaru solution through City's Managed Services Program (MSP) subscription and Sedaru Studio

Assumptions

- An Implementation Plan will be developed to specifically address scoped Sedaru apps and per items as defined in the Task 3 – System Implementation.
- For the Implementation Plan document, the document review guidelines and feedback time durations listed in the Management Approach will be used as targets by the City. The lack of adherence to these durations could cause project schedule delays.

Task 3 – System Implementation

Tasks

3.1 Setup Sedaru hosted GIS environment for initial configuration and testing
3.2 Sedaru OMNI and Fieldforce Configuration, including user-editable management dashboards to track, trend, monitor, and report on work status and productivity
3.3 Sedaru Outage Configuration
3.4 Sedaru Connect for Wachs Configuration
3.5 Sedaru Connect for DigAlert Configuration
3.6 Sedaru Connect for SCADA Configuration
3.7 User Acceptance and Testing

Deliverables

- Fully configured water system management software
- Customized dashboards, workflows, functionalities, etc.

Approach

GIS Integration – Integration to the Esri GIS is important to the success of the project. The Sedaru implementation team will work with the City to obtain a copy of all relevant GIS data. This GIS data will be used to configure the Sedaru-hosted GIS environment for initial testing, configuration, and Go-Live in Year 1. Sedaru will work with the City to integrate with the City-hosted Esri environment including Portal with single sign-on as a defined task under the Managed Services Program (MSP) in Year 2 (see Task 5).

Sedaru OMNI and Fieldforce Configuration – Using the information gathered in the preceding project steps, the Sedaru project team will configure Sedaru screens and input forms for OMNI (office) and Fieldforce (field). As each workflow is configured it, will be released to the City's project manager for review by City staff. Based on the workflows summarized in the provided functionality requirements, Sedaru has identified 11 work order and field data collection forms + 1 universal form for Enquesta service orders + an additional 3 forms to be

determined during the Discovery workshops. Sedaru proposes to use pre-defined templates for 6 forms (as deployed successfully for other water distribution and production utility customers) that most closely compare to the City's current existing work plus 9 custom forms, across 6 different asset types including pipelines, valves, hydrants, customers, facilities, and Enquesta service orders for a total of 15 work order and field data collection forms. Sedaru will share the templates with the City as a baseline during the Discovery workshops. Following workshop user requirements, Sedaru will start from the workflow templates, configure those to reflect the City's current work, equivalent Enquesta work types, and field data collection forms, and implement into Sedaru Fieldforce for field data collection with the associated key performance indicators (KPIs) to support work order dispatching, tracking, trending, monitoring, and reporting-on both planned and reactive work in the field.

Sedaru Outage Configuration – Sedaru Outage allows utilities to manage pipe leaks and breaks and the associated valve operations. Together with a valve exercise program, Sedaru Outage will recognize an inoperable valve, and allow field users to more accurately and efficiently identify valve isolations in the field in response to a leak, break, or planned outage. Configuring Sedaru Outage utilizes the GIS information gathered earlier in the project. The Sedaru Outage engine analyzes the pipe network for common connectivity problems, "meter to main" relationships, and other features. The Sedaru team will configure the standard Outage workflow to be used by City staff.

Sedaru Connect for Wachs Valve Machine Integration and Hardware Setup – Sedaru Fieldforce integrates directly to the Wachs Vitals software. Sedaru will purchase (2) Windows 10 Panasonic Toughbook (one for each valve turning truck) with ruggedized case and install the Sedaru field applications for use by the City's valve crews. While onsite to accomplish the Wachs Vitals integration configuration, the Sedaru project team will also connect City Toughbooks to the City Wachs Valve Machine trucks.

Sedaru Connect for DigAlert 811 Configuration – Sedaru will use the City's GIS information gathered earlier in the project to configure the DigAlert integration and standard workflow, including positive response. To connect with DigAlert (811) Requests, the Sedaru Connect service will be set to read all emails sent to the City's (1) member code for one-call locate requests. The email format will be parsed and the geographic area of the one call locate determined. This information will be set up to push directly to Sedaru OMNI. From OMNI, the locate can be assigned to the appropriate staff for completion. Sedaru can also configure the tickets to be auto assigned by location or person/group to streamline and automate the 811-ticket assignment.

Sedaru Connect for Wonderware SCADA Configuration – The Sedaru Connect integration framework allows one-way connection to the City's SCADA historian. The integration mechanism for SCADA uses a secure outbound FTP transmission of 'tag_id' and 'value' at user-configurable intervals. This approach is designed to facilitate connections to external systems with limited or no API.

The SCADA integration portion of the project will require the following steps:

- Identify SCADA tags that need to be presented in Sedaru and confirm tag names (determined in the Discovery workshop)
- Build a mapping table that associates each SCADA tag to a GIS feature

- Configure Sedaru Connect for a one-way, read-only connection to the SCADA historian
- Configure Sedaru performance tiles and trends in OMNI to present SCADA information

User Acceptance Testing (UAT) – Before training for the entire team is scheduled, a one-day onsite user acceptance testing session will be held. This session will be run by the Sedaru project manager and should include key power users from City staff. During this step, all functionality for all workflows will be reviewed in a hands-on office setting. During this session the expectation is that the correct functionality of all final configurations will be reviewed and accepted by the City. If required, the Sedaru team will make any corrections to configuration as soon as possible.

Sedaru Studio: Sedaru will train City in-house Sedaru administrator(s) on Sedaru Studio to support ongoing edits, after training and Go-Live, to support any changes to employees (staff turnover, reassignments, etc.), as well as ongoing field staff comments and requests to update field data collection forms.

Assumptions

- **GIS Integration**
    - Sedaru will host the City's GIS data in Year 1.
    - Sedaru will work with the City in Year 2 to integrate with the City's Esri environment including Portal and single sign-on as a defined task under the City's MSP.
- **Sedaru OMNI and Fieldforce configuration**
    - Includes 6 pre-defined, basic forms (no iterations) plus 9 customized forms with up to 2 iterations per form for a total of 15 forms for horizontal water assets. Iterations desired for pre-defined forms to utilize MSP.
        - Predefined forms: These forms come as-is and are not iterated on by our Sedaru Services team. These forms can be edited by the City using Sedaru Studio Form Designer without the aid of the Sedaru Services team depending on the City's license level. The City's annual MSP hours can be used for Studio training or form customization, as desired.
        - Basic Form: A basic form is less than 16 inputs without complex functions such as validation, calculations, and if-then logic.
    - Sedaru will configure (1) universal service order form for creating and completing Enquesta work orders in Sedaru.
    - Includes OMNI standard work order KPIs per asset type: Open, Closed, Closed Last Month, Closed Last Year, and Recently Completed + 30 additional customer-defined KPIs for creating management dashboards for ease of querying, monitoring work, reporting, and presenting SCADA information.
- **Sedaru Connect Configuration**
    - Sedaru will connect to one Enquesta work order table (hosted in SQL database or similar) via a one-way REST service endpoint connection. This does not include a direct or bi-directional integration with Enquesta.
    - DigAlert configuration assumes an integration with (1) DigAlert member code.

- DigAlert configuration includes auto-assign by person/group or location for incoming DigAlert tickets, implemented at the City's discretion.
- Sedaru will work with the City's GIS & IT teams to install uBolt on the customer's server for a secure, one-way, read-only connection with (1) SCADA historian and configure up to 100 SCADA tags for viewing and trending in Sedaru.
- Sedaru has included costs for (2) Windows 10 Panasonic Toughbooks for use by the City's Wachs valve crews.

- City will provide the appropriate functional and technical resources to support the Sedaru Team as outlined in this scope of work.
- City will provide Sedaru with data as requested within 5 business days or as reasonably agreed upon by both parties.
- Sedaru will use data as provided by City. Creating, editing, and/or cleanup of data is additional, and may utilize the City's MSP as desired.
- Sedaru will deploy compatible with Windows and iOS devices and operating systems, including iPhones.
- City will have all necessary hardware required for user acceptance and testing per agreed upon schedule.

Task 4 – Training

Tasks

4.1 Cutover from Dev to Production, Testing, and Rollout
4.2 Provide (1) 2-hr online or one on-site classroom-style training session for system administrator(s) and manager(s)
4.3 Provide up to (6) 2-hr online or on-site classroom-style training sessions for field and office staff

Deliverables

- User manuals for system administrators
- User manuals for field and office staff
- Product how-to videos

Approach

Training & Documentation – During each step of the implementation, the Sedaru team will be providing hands on demonstration and informal training sessions for key aspects of the Sedaru software platform. As the City is ready to go live with Sedaru, (1) 2-hr online or onsite training session for administrators/managers and up to (6) 2-hr online or onsite trainings will be provided for field and office staff. Training sessions will be hands on sessions and designed to cover each aspect of Sedaru in detail, customized for each group within each department. A mutually agreed upon training agenda will be developed in the weeks leading up to the training.

Sedaru has developed ruggedized, 1-page "cheat sheets" that serve as user guides for the field crews. This type of documentation has proven both effective and durable, for LADWP and EBMUD, as Sedaru has successfully deployed more than 200 field users for these customers, which remain active, consistent, and frequent users today. Similar documentation will be provided herein, for City field staff ongoing reference and use. Consistent with the RFP

requirements, a full user manual or easy-to-follow user guides and how-to videos will also be provided.

Assumptions

- How-to videos will be available using Sedaru's support portal (these are general, not customized training videos)
- If online training is provided vs. onsite, additional City-specific training videos may be available for on-going use by City staff.
- Sedaru will provide 1-page "cheat sheets" for field staff and up to 10 hard copies of the user/admin manuals.

Task 5 – Ongoing Support

Tasks

5.1 3-year, Platinum Level, Managed Services Program (MSP)

Deliverables

- Software updates and upgrades when applicable, with current licensing

Approach

A current Sedaru license provides ongoing support for software updates and technical support for the duration of the term of the license. For this Project, that would reflect a 3-year term.

Managed Services Program – Sedaru proposes to complement the proposed deliverables with a Silver Level Managed Services Program (MSP), allowing the City to realize significant cost savings, while promoting continued development of the asset management system, including and not limited to, integration with the City's Esri environment through Portal with single sign-on, work order and field data collection form and work order configuration, key performance indicators, additional supported integrations, and growth within the Sedaru platform. The MSP will also provide strategic consulting and training for newly hired staff or those that might require refresher training.

Sedaru Studio will also be made available to City staff. Sedaru Studio allows for the self-configuration of Sedaru Fieldforce forms, management of users, and overall Sedaru administration.

Customer Success – After Go-Live, the Sedaru Customer Success team will take over ongoing support responsibilities. The Customer Success Team can be contacted via either telephone, email, or website request to address users' questions, functionality issues, or other issues. Most technical support inquiries are resolved within 24 hours of being received. Customer Success monitors overall usage for each customer to ensure they are getting maximum value from their Sedaru investment. Monthly usage reports can be made available to City leadership upon request.

Sedaru celebrates and champions your success, with the ability to monitor and promote general usage as shown. We will notify you upon success and other types of trends.

Assumptions

- MSP terms are included **in Section H** of this proposal.

- Any work not specifically defined in this proposal will be established as predefined projects or tasks with agreed-upon scopes of work as part of the City's MSP .

EXHIBIT "B"

PROJECT SCHEDULE

Tasks	Proposed Hours	Start	Complete	Cumulative Months
Discovery	124	6/21/2021	8/6/2021	1.5
Implementation Plan	40	8/9/2021	9/3/2021	2.5
System Implementation	331	9/6/2021	1/3/2022	6.5
Training	48	1/10/2022	2/11/2022	7.5

EXHIBIT "C"
SERVICE COST

Software or Services Item	Proposed	3-yr Contract FINAL	Year 1	Year 2	Year 3
Sedaru Software (annual)	$58,400	$49,932	$49,932	$49,932	$49,932
Sedar MSP (3-years)	$14,760	$5,600	$5,600	$5,600	$5,600
Sedaru Services (one-time)	$109,632	$98,669	$98,669	$0	$0
		Subtotals	**$154,201**	**$55,532**	**$55,532**
				Total 3-yr Contract FINAL	**$265,265**

Software	Description	Quantity, Annual Cost
Total Licenses	License per named user	23
Sedaru OMNI & Fieldforce for Water (19 users)	Dispatch, track, trend, monitor, and report-on proactive and corrective work orders, with manual and automated reminders. Complete work orders and field data collection for the enterprise.	$28,500
Sedaru OMNI Viewer (4 users)	Managers Dashboard to view, monitor, and access data from Sedaru OMNI for work getting completed and data integrated into the centralized AM system.	$2,400
Sedaru Outage (all users)	Respond to leaks, breaks, and planned outages knowing which valve to close, hydrants to flush, and customers out of service. Track water loss and automate leak reports.	$6,000
Sedaru Connect for CA DigAlert (all users)	Receive DigAlert tickets in real-time, dispatch ticket, locate, resolve, and automate Positive Response.	$7,700
Sedaru Connect for Wachs Valve Machine (2 trucks)	Remote control the Wachs valve machine, automatically download valve data into Sedaru Fieldforce.	$5,400
Sedaru Connect for Wonderware (all users)	One-way, secure integration to consume up to 100 SCADA tags into Sedaru OMNI for trending, alerting, and reporting.	$4,800
Sedaru Connect REST service endpoint for Enquesta connection (1 user)	One-way Sedaru endpoint provided to consume Enquesta data based on implementation service assumptions made below. This does not include a direct, or a bi-directional integration with Enquesta.	$3,600
Sedaru Studio (1 user)	Sedaru administration, authorization & configuration application	Included
	Software Total Proposed:	***$58,400***
	Software Total FINAL:	***$49,932****

See **Final Cost Summary table above.*

Item #	Cost Category or Item (Task)	Labor Category	# Units (hours)	Unit Cost ($)	Total Cost ($)
Asset Management System and Services Project No. 20210201KW					
Task 1	Discovery	Technical Advisor/QA-QC	8	$216	$1,728
		Project Manager	70	$197	$13,790
		Systems Integrator/Sr. Implementer	38	$180	$6,840
		GIS Technician/Implementer	8	$170	$1,360
		Travel, Copying, Mapping, Computer, Software			$2,000
Total, Task 1					***$25,718***
1.1	*Hold a kickoff meeting with IT, Engineering, Water Distribution and Production staff*		*14*		*$3,708*
1.2	*Discovery Workshops and interviews with various key staff to learn City's business processes and needs*		*40*		*$8,484*
1.3	*Develop Needs Assessment document*		*32*		*$6,104*
1.4	*Submit data request list based on outcomes of Project Kickoff and Discovery Workshops*		*4*		*$754*
1.5	*Provide monthly status updates with the progress payment requests*		*12*		*$2,364*
1.6	*Overall project management throughout the project duration*		*22*		*$4,304*
	Deliverables:				
	• *Kickoff meeting agenda and meeting minutes*				
	• *Needs Assessment Document, including current GIS Entity Relationship Diagram*				
	• *Data Request List*				
	• *Sedaru test environment*				
	• *Detailed monthly status updates for each sub-task*				
Task 2	Implementation Plan	Technical Advisor/QA-QC	2	$216	$432
		Project Manager	14	$197	$2,758
		Systems Integrator/Sr. Implementer	24	$180	$4,320
		GIS Technician/Implementer	0	$170	$0
		Travel, Copying, Mapping, Computer, Software			$0
Total Cost, Task 2					***$7,510***
2.1	*Develop Implementation Plan*		*40*		*$7,510*
	Deliverables:				
	• *Implementation Plan*				
Task 3	System Implementation	Technical Advisor/QA-QC	6	$216	$1,296
		Project Manager	30	$197	$5,910
		Systems Integrator/Sr. Implementer	279	$180	$50,220
		GIS Technician/Implementer	16	$170	$2,720
		Travel, Copying, Mapping, Computer, Software			$6,380
Total Cost, Task 3					***$66,526***
3.1	*Setup Sedaru hosted GIS environment for initial configuration and testing*		*20*		*$3,600*
3.2	*Sedaru OMNI and Fieldforce Configuration*		*148*		*$26,984*
3.3	*Sedaru Outage Configuration*		*43*		*$7,880*
3.4	*Sedaru Connect for Wachs Configuration*		*14*		*$8,900*
3.5	*Sedaru Connect for DigAlert Configuration*		*34*		*$6,120*
3.6	*Sedaru Connect for SCADA Configuration*		*46*		*$8,154*
3.7	*User Acceptance and Testing*		*26*		*$4,888*
	Deliverables:				
	• *Fully configured water system management software*				

Task 4	Training	Technical Advisor/QA-QC	0	$216	$0
		Project Manager	14	$197	$2,758
		Systems Integrator/Sr. Implementer	34	$180	$6,120
		GIS Technician/Implementer	0	$170	$0
		Travel, Copying, Mapping, Computer, Software			$1,000
Total Cost, Task 4					*$9,878*
4.1	*Cutover from Dev to Production, Testing, and Rollout*		*18*		*$3,274*
4.2	*Provide (1) 2-hr online or on-site classroom-style training session for system administrator(s) and manager(s)*		*6*		*$1,648*
4.3	*Provide up to (6) 2-hr online or on-site classroom-style training sessions for field and office staff*		*24*		*$4,956*
	Deliverables:				
	• *User manuals for system administrators*				
	• *User manuals for field and office staff*				
	• *How-to Videos*				
TOTAL SERVICES PROPOSED (not including Task 5 - MSP)					$109,632
TOTAL SERVICES FINAL (not including Task 5 - MSP)					$98,669
Task 5	Ongoing Support	Managed Services Program (MSP)	40	$140	$5,600
Total Cost, Task 5					*$5,600*
5.1	*3-year Managed Services Program (MSP), per year*		*40*		*$5,600*
	Deliverables:				
	• *Ongoing support through Customer Success & MSP*				
	• *Software updates and upgrades when applicable*				
TOTAL SERVICES FINAL (including Task 5 - MSP)					$104,269

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

SEDARU, INC.

By:_____
James Griffiths, VP Finance

Date: June 2, 2021

AQUATIC Informatics

AQUARIUS
AQUATIC COMPLIANCE PLATFORM
AQUATIC COMPLIANCE & OPERATIONS
LINKO
SEDARU
TOKAY
WIMS
WATERTRAX

Quote 00012639

Details:

Created On: 21 Oct 2022
Expires On: 20 Nov 2022

Prepared For:

City of Redlands
35 Cajon St. Suite 15a
P.O. Box 3005, Civic Center
Redlands, California 92373
United States

Submitted By:

Dirk Edwards
dirk.edwards@aquaticinformatics.com

AQUATIC Informatics

AQUARIUS
AQUATIC COMPLIANCE PLATFORM
AQUATIC COMPLIANCE & OPERATIONS
LINKO
SEDARU
TOKAY
WIMS
WATERTRAX

Quote Summary

Product	Sales Price	Term	Qty	Total Price
Sedaru Platform User *Annual subscription for Sedaru Platform Users providing access to Operations Management and Network Intelligence (OMNI), Fieldforce for work and asset management and field data collection on a mobile device (iOS & Windows only), and other Sedaru modules that you subscribe to (e.g., 811, Wachs, Outage and Modeling).*	$825.00	12 mos	11.0	$9,075.00
SDUPROFSVC **Sedaru Professional Services** *Custom Professional Services. Please refer to attached Statement of Work for details.*	$40,200.00		1.0	$40,200.00
Sedaru Connect Implementation: 811 *Sedaru Connect for 811 implementation services for up to two (2) 811 Member Codes. Sedaru will implement 811 workflow with standard 811 forms with no iterations, for up to 2 member code(s), including positive response. Include auto-assign by location or person/group, implemented at the customer's discretion. Sedaru will setup up to 5 standard OMNI 811 KPIs. Sedaru will host one (1) 60-minute online training session which will be recorded for on-going use by your team, specific to 811 workflow.* *Updating customer GIS data is not included with this service. Additional standard Professional Services are available for GIS updates.*	$10,175.00		1.0	$10,175.00

Sedaru Platform Implementation: Sedaru Hosted GIS (Advanced GIS Setup) *This service provides you with advanced GIS setup for Sedaru to host and serve your GIS data. Sedaru will host the Customer's Esri GIS data and serve through Sedaru OMNI. Sedaru will setup the customer's Esri GIS data in OMNI using standard Sedaru map symbology which can be customized with the Customer's symbology.* *Assumptions & Limitations* *- Customer will provide the appropriate functional and technical resources to support the Sedaru Team as outlined in this scope of work.* *- Customer will provide Sedaru with data as requested within 5 business days. Sedaru will use data as provided by Customer. Creating, editing, and/or cleanup of data is additional.* *- All Services will be performed remotely by our Sedaru Team unless otherwise agreed to by all parties in advance of NTP. Any onsite services will be subject to time and expense reimbursement as additional. On-site training is not included in this scope of work.* *- Updating Customer GIS data is not included in this scope of work. If the Customer desires GIS updates, additional Standard Professional Services are available to be quoted. Below are additional services not included with this service:* *a. Migration of historical data from other systems/tools.* *b. Integrations with other systems/tools.* *c. Asset data collected in Fieldforce forms will not write back to GIS feature class attribute tables.* *d. Customized reporting.*	$5,550.00		1.0	$5,550.00

Summary of Products & Services

Software Licenses (One-Time License Fees): $0.00 USD
Professional Services (One-Time Service Fees): $55,925.00 USD
Recurring Annual Fees (SaaS & SMA): $9,075.00 USD

GRAND TOTAL: $65,000.00 USD

AQUATIC Informatics

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LINKO
SEDARU
TOKAY
WIMS
WATERTRAX

Order Details

To proceed with a purchase, please sign this quote (preferably via Docusign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to dirk.edwards@aquaticinformatics.com and please reference quote **00012639**.

Dirk Edwards
dirk.edwards@aquaticinformatics.com

Aquatic Informatics Inc.
1999 Broadway, Suite 830
Denver, CO 80202
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at https://aquaticinformatics.com/terms-conditions/) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 1999 Broadway, Suite 830, Denver, CO 80202 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software, Except WIMS:

- SaaS: Services Offering and Service Level Agreement
  https://aquaticinformatics.com/saas-service-offering/

- On-Premise: Software License Agreement
  https://aquaticinformatics.com/on-premise-software/

WIMS Software Only:

- SaaS: WIMS Online Services Offering and Service Level Agreement
  https://aquaticinformatics.com/wims-online-saas/

- On-Premise: WIMS On-Premise Software License Agreement
  https://aquaticinformatics.com/wims-on-premise/

AQUATIC Informatics

AQUARIUS
AQUATIC COMPLIANCE PLATFORM
AQUATIC COMPLIANCE & OPERATIONS
LINKO
SEDARU
TOKAY
WIMS
WATERTRAX

Electronic Acceptance

Expiration Date: Must be signed by 21 Nov 2022

Subscriber: City of Redlands

Subscriber Signature: Per:

Name:

Title:

Date:

Subscriber Details: Company: City of Redlands
35 Cajon St. Suite 15a
P.O. Box 3005, Civic Center
Redlands, California 92373
United States

Provider: Aquatic Informatics

Provider Signature: Per:

Name:

Title:

Date:

AQUATIC Informatics | ONE WATER. PLATFORM.

Statement of Work

City of Redlands Sedaru Implementation

August 4, 2022| Prepared by: Jennifer Wood, PE



Confidential - Company Proprietary

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Task 4: Deploy and Train 4

Task 5: Post Rollout Support 5

Summary **5**

Confidential - Company Proprietary

Introduction

The City of Redlands (City) currently uses Sedaru as the work and asset management system for their water distribution and production assets. They are looking to implement Sedaru for the public works and stormwater departments to move away from paper workorders and to implement an enterprise work order and asset management solution at the City.

This statement of work includes the tasks necessary to deploy Sedaru OMNI and Fieldforce in the public works and stormwater departments to manage asset types such as: storm drains, storm inlets, traffic lights, streets, sidewalks, catch basins, streetlights, and street signs.

Statement of Work

Task 1: Kickoff

Sedaru will host a 2-hr, online kickoff meeting to introduce our teams, review project scope and schedule. Sedaru will provide an overview of the Sedaru OMNI & Fieldforce solution focusing on the core product functionality for public works and stormwater.

Sedaru will also introduce the City to Aquatic Academy, a state-of-the-art learning management system for superior customer education and training. Aquatic Academy provides all potential Sedaru users with tools to be more efficient and productive with Fieldforce and OMNI, to deliver more value to the entire team. Aquatic Academy also provides the team with exposure to Fieldforce and OMNI early in the project that will encourage overall adoption.

Assumptions & Limitations

- City will designate a project manager for the duration of the project.
- All internal City stakeholders are identified prior to the kickoff meeting and are in attendance to ensure a successful start to the project.
- City will provide the appropriate functional and technical resources to support the Sedaru Team as outlined in this scope of work.
- All Services will be performed remotely by our Sedaru Team unless otherwise included in this scope of work and agreed to by all parties in advance of a Notice to Proceed.
- Any onsite services will be subject to time and expense reimbursement as additional.

Task 2: Discovery

Sedaru will submit a data request list and work with the City's power user(s) to select workflows from Sedaru' s library of pre-defined, basic and/or standard forms and define the remaining workflows. Sedaru will conduct (2) 1-hour, online Discovery workshop with the City's power user(s) in each department to walk through the selected workflows for use in OMNI & Fieldforce.

Assumptions & Limitations

- Subject matter experts (SMEs) in the public works and stormwater departments are available and designated as the City's power users.
- City will provide Sedaru with requested data within 5 business days. Sedaru will use data as provided by the City. Creating, editing, and/or cleanup of data is additional.

Task 3: Build

Sedaru will build up to 5 pre-defined, basic and/or standard forms and 5 custom basic and/or standard forms selected during Discovery for up to 8 horizontal asset types for a total of 10 forms.

Each pre-defined form comes as-is with no iterations, and each custom basic and/or standard form includes 1 iteration. Minor form revisions can be handled using post-rollout support hours or the City's Managed Services Program (MSP).

Assumptions & Limitations

- The City's power users/managers are available to attend the OMNI metric session.
- Definitions
    - Predefined forms: These forms come as-is and will not be iterated on by our Sedaru Services team. These forms can be edited by the Customer using Sedaru Studio Form Designer without the aid of the Sedaru Services team.
    - Basic Form: A basic form is less than 16 inputs without complex functions such as validation, calculations, or logic.
    - Standard Form: A standard form is less than 31 inputs without logic and can include input validation and up to 3 calculations.

Task 4: Deploy and Train

Following implementation of the City's selected workflows, Sedaru will conduct a 2-hr online workshop with the City's power users for each department to review the implemented workflows and guide the City's power users through the setup of essential work order metrics in OMNI focusing on best practices and recommendations. Following the workshop, the City will be able to create additional metrics on their own directly in OMNI.

Sedaru will host up to (4) 2-hr, on-site training sessions for all users with a primary focus on the City's implemented workflows in OMNI and Fieldforce, including a manager-specific OMNI and Studio training session.

Assumptions & Limitations

- Prior to the on-site training session, the City's users will have completed OMNI and Fieldforce training in Aquatic Academy.

- On-site training sessions can be split up into a maximum of 2 separate days with a minimum of 4 hours per day.

Task 5: Post Rollout Support

Includes up to 8 hours of post-rollout support hours. Post rollout support hours can be used for Sedaru to make updates or changes to OMNI or Fieldforce workflows in the first 14 days following rollout.

Assumptions & Limitations

- Any updates after the first 14 days following rollout will require a separate scope of work.
- Updating the City's GIS data is not included in this scope of work. If the City desires regular GIS updates, the City's annual MSP hours may be used for updates, subject to the City's MSP level and the desired update frequency.

Summary

Item	
Task 1: Kickoff	
Task 2: Discovery	
Task 3: Build	
Task 4: Deploy and Train	
Task 5: Post Rollout Support	
Project Management	
Total	**$40,200**

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for professional services for implementation of an asset management system dated June 15, 2021 ("Agreement"), by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Sedaru, Inc., a Delaware corporation ("Consultant"), is made and entered into this 6th day of December, 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to expand the scope of services; and

WHEREAS, it is the desire of the City and Consultant to increase the service fee.

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

AGREEMENT

Section 1. Section 1.1 of the Agreement, entitled "Agreement to Perform Professional Services," is hereby amended to read as follows:

1.1 "City hereby engages Consultant to produce and provide to City a water distribution and production and street maintenance asset management system for City (the "Services")."

Section 2. Section 5.1 of the Agreement, entitled "Agreement to Perform Professional Services," is hereby amended to read as follows:

5.1 "Total compensation for Consultant's performance of the Services shall be in an amount not-to-exceed three hundred thirty thousand two hundred sixty-five dollars ($330,265). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Service Cost," which is attached hereto and incorporated herein by reference."

Section 3. Exhibit "A" of the Agreement, entitled "Agreement to Perform Professional Services," is hereby amended to incorporate the expanded scope of services attached hereto as "Exhibit A".

Section 4. Exhibit "C" of the Agreement, entitled "Agreement to Perform Professional Services," is hereby amended to incorporate the additional cost for services attached hereto as "Exhibit C".

Section 5. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

SEDARU, INC.

By: _____
James Griffiths, VP Finance

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **I. 16.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Reject all bids for the Sunset Temporary Reservoir Replacement Project (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council reject all bids received for the Sunset Temporary Reservoir Replacement Project.

RECOMMENDATION:

Staff recommends City Council reject all bids received for construction of the Sunset Temporary Reservoir Replacement Project.

DISCUSSION:

In July 2022, Richard Brady and Associates, Inc. (Brady) completed a Condition, Seismic, and Structural Assessment (Assessment) for water facilities located throughout the City. The Assessment recommended the replacement of the three (3) million gallon Sunset Reservoir. A temporary reservoir will need to be constructed prior to demolishing and reconstructing the existing reservoir in order to provide uninterrupted water service throughout the project. The proposed temporary tank is a 750,000 gallon above ground factory-coated bolted carbon steel tank.

Brady prepared plans and specifications and City staff advertised the Project on July 15, 2022. On August 17, 2022, the City Clerk's office received and opened the following seven (7) Project bids:

BID OPENING REPORT SUMMARY	
Bidder	**Total Bid Amount**
1. Canyon Springs Enterprise, Temecula, CA	$1,698,000
2. Borden Excavating, Inc., Calimesa, CA	$1,855,500
3. Vicon Enterprises, Inc., Anaheim, CA	*$1,986,500
4. R2Build, Laguna Hills, CA	$1,900,000
5. Spiess Construction, Santa Monica, CA	$2,003,800
6. MMC, Inc., La Palma, CA	*$2,048,000
7. AID Builders, Los Alamitos, CA	$2,853,560

*An arithmetic error was discovered in the bid proposal. Total bid amount was corrected but did not affect ranking.

The Project requires an Initial Study/Mitigated Negative Declaration (IS/MND) environmental document prior to California Water Board Division of Drinking Water (DDW) permit approval, which will take approximately 6 to 8 months to complete. The Project bidders will not honor their bid prices for this long. Therefore, staff recommends rejecting all bids and postponing the Project until the IS/MND is complete and a DDW permit is issued.

ALTERNATIVES:

City Council may elect to 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:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with this action.

Attachments

Bid Opening Report

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **17th day of August 2022 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Sunset Temporary Reservoir Replacement – Project No. 501050** . The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (1)	Base Bid Amount	Base Bid + Additive Bid "A"
1	Canyon Springs Enterprise, Temecula CA	Yes	Yes	Acknowledged	$1,687,500.00	$1,698,000.00
2	Borden Excavating, Inc., Calimesa CA	Yes	Yes	Acknowledged	$1,804,500.00	$1,855,500.00
3	Vicon Enterprises Inc., Anaheim CA	Yes	Yes	Acknowledged	$1,848,500.00	$138,000.00 (Additive Bid A pricing only)
4	R2Build, Laguna Hills CA	Yes	Yes	Acknowledged	$1,895,000.00	$1,900,000.00
5	Spiess Construction, Santa Maria CA	Yes	Yes	No	$1,958,800.00	$2,003,800.00
6	MMC, Inc., La Palma CA	Yes	Yes	Acknowledged	$1,983,000.00	$65,000.00 (Additive Bid A pricing only)
7	AID Builders, Los Alamitos CA	Yes	Yes	Acknowledged	$2,718,560.00	$2,853,560.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Veronica Medina; Goutam Dobey

City Council/Successor Agency Meeting **I. 17.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Professional Services Agreement with Dudek for the Hinckley Water Treatment Plant Sludge Press Engineering Project (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move approval of a First Amendment to the Professional Services Agreement with Dudek for the Hinckley Water Treatment Plant Sludge Press Engineering Project

RECOMMENDATION:

Staff recommends approval of a First Amendment to the Professional Services Agreement with Dudek for the Hinckley Water Treatment Plant Sludge Press Engineering Project.

DISCUSSION:

On April 19, 2022, City Council approved a Professional Services Agreement with Dudek for the Hinckley Water Treatment Plant Sludge Press Engineering Project. Although Dudek has worked diligently and has made significant progress, the project will not be completed before the December 31, 2022 agreement deadline. Therefore, staff recommends City Council approval of a First Amendment to the Agreement that will extend the project completion deadline to December 31, 2023. No other agreement revisions are proposed.

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

Fiscal Year:	FY 22/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y

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

Attachments

Dudek Agreement First Amendment
Dudek Agreement

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Hinckley Water Treatment Plant Sludge Press Engineering Project Agreement to Perform Professional Services ("Agreement"), dated April 19, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Dudek ("Consultant"), is made and entered into this 6th day of December 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 4.2 of their existing Agreement specifically to extend the date for termination of the Services to December 31, 2023;

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

AGREEMENT

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

"4.2 Consultant shall complete the Services by December 31, 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 December 6, 2022.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

DUDEK

By: _____
Bob Ohlund, P.E., Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

DocuSign Envelope ID: 7C7637AB-A487-41A4-A8FD-1723D542F9D8

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional engineering services ("Agreement") is made and entered in this 19th day of April, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City") and Dudek, 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 Hinckley Water Treatment Plant sludge press engineering 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 reference.

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by 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 the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Three Hundred Fifty Four Thousand Eight Hundred Twenty Dollars ($354,820). City shall pay Consultant on a not-to-exceed basis in accordance with the hourly rates set forth in Exhibit "C," titled "Cost Proposal," which is attached hereto and incorporated herein by reference.

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

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, 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

John R Harris, MUED Director
City of Redlands
35 Cajon Street, Suite 15A
P.O. Box 3005 (mailing)
Redlands, CA 92373
jharris@cityofredlands.org
(909) 798-7658

CONSULTANT

Bob Ohlund, P.E., Vice President
Dudek
3544 University Avenue
Riverside, CA 92501
bohlund@dudek.com
(949) 373-8313

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor 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

DUDEK

By: DocuSigned by: _____
EDE486A43DB444B...
Bob Ohlund, P.E., Vice President

Attest:

_____
Jeanne Donaldson, City Clerk

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EXHIBIT "A"

SCOPE OF SERVICES

The following Scope of Work details the tasks that the Consultant shall complete with respect to preparing and completing the Citywide Wastewater System Master Plan Update.

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

[ATTACHED]

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Detailed Scope of Work

Text Key

The following key indicates text used to differentiate scope items listed by the City in its RFP from Dudek scope details and assumptions.

City scope of work taken from RFP provided as black bold text.

Dudek detailed scope of work items listed in black italics.

Dudek assumptions listed in blue italics.

Task 1: Phase 1 – Alternatives Evaluation

The Consultant shall review the Hinckley WTP site layout, treatment processes, sludge removal operations, and conduct additional research and site investigations necessary to evaluate various sludge press equipment types and locations, as well as process alternatives. The Consultant shall provide a list of pros and cons for the various alternatives.

Task 1.1: Alternative Development

The Consultant shall provide conceptual construction cost estimates, including site civil work, safety features, wet and dry utility needs, piping, pumping and control systems, and other associated temporary and permanent construction elements for each of the alternatives. Task 1 includes an in-person Project kickoff meeting, weekly remote progress meetings, and an in-person alternatives analysis meeting. The deliverable for Task 1 is a detailed technical memorandum and supporting exhibits. At the conclusion of Task 1, the City staff will select a preferred alternative. This evaluation shall consider the following minimum items:

Task 1.1.1: Site and Process Assessment

Review the Hinckley WTP site and processes to identify potential sludge press equipment and locations.

Dudek will organize and attend one (1) in-person kickoff meeting and site walk.

Dudek will request as-built drawings, waste sludge data, SOPs related to sludge wasting, any available reports related to sludge handling, permits and associated contacts at regulatory agencies.

Up to two (2) sludge equalization options will be evaluated. Dudek suggests the following:

1. *New below grade tank with dry well sludge pump station near filter press*
2. *Modified existing sludge lagoon with dry well sludge pump station*

A pros and cons comparison will be made to determine the best sludge equalization option.

Dudek assumes that only filter presses will be evaluated. The location of the sludge press will be between Sludge Lagoon 4 and the Utilities building. Sludge press options and potential manufacturers will be evaluated in subsequent tasks.

Task 1.1.2: Equipment Research

Evaluate various equipment offerings that are easily integrated into the existing Hinckley WTP processes.

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Evaluate up to 3 sludge press options: Pacific Press, Alfa Laval, and Evoqua (or other City selection(s)). Dudek will coordinate sending sludge samples to each manufacturer. The manufacturer will analyze sludge at its laboratory and send to Dudek a cost proposal with equipment and O&M costs including a projected cake percent solids.

Dudek will coordinate and attend up to two (2) site visits where City staff visit local filter press installations.

Task will compile available press options, features, cutsheets, list of installations.

This task will also determine City preferences for pumps, valves/actuators, PLCs, etc.

Findings from this task will be included in the TM slides (Task 1.3).

City will send sludge samples to manufacturers for analysis. Ancillary equipment types (e.g. feed pumps) will be evaluated based on City preference.

Task 1.1.3: Capacity Analysis

Evaluate process equipment capacity requirements based on best available data (provided by City).

Dudek will evaluate recent sludge production data (volume, concentration, wasting schedule) as well as future sludge production rate. Dudek will develop an operating schedule with City Staff, including anticipated weekly hours of operation and required storage volume. These results will be used to determine sludge filter press system design criteria.

Dudek assumes that the City has available sludge volume data but would need to develop sludge concentration data for the purposes of developing a sludge mass production design criterion. Dudek provides the City guidance on sampling but assumes the City or others will perform physical sludge sampling and measurement. We also assume the City will provide a value for maximum equipment runtimes (hours per day, days per week).

Task 1.1.4: Foundations and Access

At a planning level, identify typical equipment and vehicle access foundation alternatives, as appropriate.

Dudek to provide equipment footprints and preliminary site layout including vehicle access points.

Task 1.1.5: Regulatory Constraints

Research and identify any regulatory constraints (e.g. SWRCB DDW, Air Quality Management Division, etc.) that may have implications on equipment selection and location. Research and identify necessary construction permitting and the level of CEQA evaluation and documentation necessary for each alternative.

Dudek to solicit input from DDW and SCAQMD regarding project. Responses from these agencies will be documented in the TM presentation (Task 1.3).

Dudek will perform the required research to determine regulatory constraints, However, we do not anticipate any required modifications to City permits (DDW, SCAQMD) or impacts on final design.

Task 1.2: Lifecycle Cost Analysis

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

Dudek will develop a lifecycle cost model that provides annual and net present worth costs for up to 3 filter press alternatives. O&M costs will consider labor, maintenance, power, chemical, and cake hauling costs. Capital costs will consider equipment and construction costs amortized over the life of the equipment.

Dudek assumes that 3 alternatives will be evaluated.

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Task 1.3: Technical Memorandum

Present results of the alternatives evaluation to MUED staff for selection of a preferred alternative. A formal alternatives evaluation report is not necessary. Figures, photographs, and estimate tables accompanied by a meeting/presentation will suffice for this task.

Dudek will develop a concise presentation that summarizes the information developed in the above tasks. The presentation will be given to City staff at which time a recommended alternative will be determined.

Dudek assumes that the presentation to MUED staff will be in PowerPoint format performed in a virtual workshop (i.e. Zoom).

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Task 2: Phase 2 – Final Design

The following tasks are based on an assumed Phase 1 recommendation similar to that depicted in Figure 2 of our proposal. The major design items are assumed to include: a below-grade sludge equalization tank or basin structure, semi-automatic Pacific Press sludge filter press installed on a platform 10-ft overhead located between Sludge Lagoon 4 and the Utility Building, and a sludge feed pump station dry well. These tasks will need to be reassessed if Phase 1 recommendations point to an alternate design.

Task 2.1: Site Survey, Basemap and Utility Research

Perform a site survey within the project area for existing surface features, topography, and utilities as necessary for engineering. Utility data shall be obtained by performing 811 utility locates and may require follow up with individual utility companies who fail to locate their lines. The City will provide existing shapefiles for water, sewer, and storm utilities to supplement field surveys.

Survey, potholing, utility locating, and field measurement crews will perform work concurrently without interrupting plant operations.

Perform field surveys as necessary to establish property boundaries and easements adjoining the project site.

Limits of proposed improvements will be within the WTP site, with adequate setback from existing perimeter/fencing. Boundary survey is not needed.

Perform the potholing of existing utilities where necessary to collect data for design (e.g., elevations at critical crossings or where potential for conflict exists). Survey the locations of exposed utilities.

Five (5) potholes will be provided and coordinated with survey. Asphalt concrete will need to be removed and replaced for some of the potholes.

Coordinate jet-tracing of any gravity utility lines that require tracing and survey the marked locations. The actual jet-tracing will be performed by the City.

Establish local survey control within the project area and place survey control monuments as necessary along the project alignment. Monuments shall be a #5 set rebar at least four feet (4') deep with an aluminum cap.

All survey tasks will be tied horizontally and vertically to three (3) monuments within the WTP site (i.e. #1006, #1008 and #1009 per Project No. 71204 / D-40189). We assume new monuments are not needed.

Prepare an AutoCAD basemap of the project for use in subsequent planning, design, and plan preparation.

Our surveyor (GSi) will prepare topographic survey mapping, utility mapping of City provided record drawings, and field location as required to establish subgrade obstructions, pipes and conflicting utilities. The basemap will be provided in both AutoCAD and PDF format. The survey submittal will also include field survey notes and photos as required.

Task 2.2: Geotechnical Investigation

Perform geotechnical borings and laboratory analyses as necessary to engineer the proposed site improvements.

One day of geotechnical field work will be provided which is estimated to result in four (4) to five (5) exploratory test pits. Borings are assumed to not be feasible due to subsurface conditions (i.e. cobbles and boulders). Test

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pits are proposed to be excavated with a backhoe equipped with reaching depths ranging between 5 – 10 feet below existing ground. In-place density tests will be included at 1-2 feet vertical intervals using a nuclear gauge.

Proposed laboratory testing includes:

- *In-place density (if undisturbed samples can be collected)*
- *Soils corrosivity.*
- *Sieve analysis.*
- *Laboratory maximum density.*
- *Remolded Direct shear.*

Perform slope-stability studies as necessary to aid in final siting of the equipment and ancillary facilities, and identify any special considerations required to maintain stability of the areas and avoid compromising the equipment and associated improvements.

Detailed slope-stability study is not needed as improvements are anticipated to be onsite. Geotechnical work will include testing and recommendations to establish basis for excavation methods for underground structures, trenching and basin construction.

Prepare a geotechnical report summarizing the methods, findings, and recommendations resulting from the geotechnical investigations. The anticipated contents of the report include:

The anticipated contents of the report include:

- *Project and site description.*
- *A description of the field procedures used in the investigation.*
- *A description of subsurface conditions and controlling engineering properties of the subsurface materials encountered, including a documentation of the test pits and sampling locations, and groundwater level.*
- *Depth to groundwater (if encountered) and its impact on the proposed project.*
- *Discussion on the laboratory test results.*
- *Location of faults and potential impacts.*
- *Seismic parameters based on the 2019 CBC.*
- *Allowable soils bearing capacity for shallow foundation design.*
- *Lateral earth pressures.*
- *Mat foundation recommendation.*
- *Foundation/slab subgrade preparation recommendation.*
- *Excavatabilty of the site soils.*
- *Grading and shoring recommendations.*
- *Backfill compaction recommendations.*

Task 2.3: Final Design

Perform the final engineering of the preferred alternative to include the equipment type and location, foundations, control structures, instrumentation, and any other elements necessary to bring the system into service.

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

Permanent water quality BMPs are not needed.

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

Existing electrical service and site backup power will be sufficient to accommodate the electrical loads of new equipment.

Coordinate Engineering with outside agencies (i.e., San Bernardino County Flood Control District, RWQCB, FEMA, etc.) to include permitting, design reviews, specification reviews, etc. Actual permitting fees will be paid by the City.

Dudek will perform the coordination required with outside agencies; however, we do not anticipate permitting application documents and design reviews will be required by San Bernardino County Flood Control District or FEMA as the improvements will be onsite with insignificant impact on drainage and flooding conditions. Dudek assumes RWQCB coordination will not be needed beyond providing a brief project description.

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

RWQCB requirements will be addressed with erosion control sheet in the plans and a specification requirement for the contractor to provide a SWPPP or justification if a SWPPP is not needed.

TASK 2.3.1: CONSTRUCTION DOCUMENTS

Prepare suitable-for-construction engineering drawings for the project to include, but not be limited to, the following:

a. Title Sheet
b. General Notes Sheet
c. Existing Conditions Sheet (with identification of available project access and staging areas)
d. Survey Control Sheet
e. Erosion Control Plan
f. Removal Plans
g. Pipe Plans (including foundations, piping, plans and profiles)
h. Connection Piping Details
i. Control System Plans
j. Utility/Power Plans (as necessary)
k. Utility Relocation Plans
l. Site Grading and Drainage Plans
m. Site Security Plans (perimeter fencing and access gates)
n. Detail Sheet (as necessary)
o. Site Restoration Plans
p. Additional plan sheets necessary to create a plan set suitable for bidding and construction

Anticipated drawings are summarized in the table below.

Sheet	Drawing	Title
1	G-1	General - Title Sheet and Location Map
2	G-2	General - Sheet Index, General Notes and Abbreviations
3	G-3	General – Symbols, Pipe and Equipment Schedules
4	G-4	General – Process Flow Diagram and Design Criteria (1 of 2)
5	G-5	General – Process Flow Diagram and Design Criteria (2 of 2)
6	G-5	General – Existing Conditions, Survey Control, and Staging
7	D-1	Demolition – Demolition Removal - Plan

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Sheet	Drawing	Title
8	D-2	Demolition – Demolition Removal - Details
9	C-1	Civil – Site Plan
10	C-2	Civil – Grading and Pavement Plan
11	C-3	Civil – Yard Piping Plan
12	C-4	Civil – Details
13	C-5	Civil – Details
14	C-6	Civil – Erosion Control Plan
15	C-7	Civil – Horizontal Control Data Tables
17	SD-1	Structural – General Notes
18	SD-2	Structural – General Notes
19	SD-3	Structural – Special Inspections
20	S-1	Structural – Typical Details - Concrete
21	S-2	Structural – Typical Details - Concrete
22	S-3	Structural – Typical Details – Steel / Miscellaneous Metals
20	S-4	Structural – Typical Details – Steel / Miscellaneous Metals
21	S-5	Structural – Sludge Press Foundation Plan and Framing Plan
22	S-6	Structural – Sludge Press Sections
23	S-4	Structural – Sludge Holding Foundation Plan
24	S-5	Structural – Sludge Holding Sections
25	S-6	Structural – Sludge Feed Pump Station Foundation Plan
26	S-7	Structural – Sludge Feed Pump Station Sections
27	S-8	Structural – Details
28	S-9	Structural – Details
29	S-10	Structural – Details
30	M-1	Mechanical – Key Map and General Notes
31	M-2	Mechanical – Sludge Press Plan
32	M-3	Mechanical – Sludge Press Sections
33	M-4	Mechanical – Sludge Holding Plan
34	M-5	Mechanical – Sludge Holding Sections
35	M-6	Mechanical – Sludge Feed Pump Station Plan
36	M-7	Mechanical – Sludge Feed Pump Station Sections
37	M-8	Mechanical – Details
38	M-9	Mechanical – Details
39	M-10	Mechanical – Details
40	E-1	Symbols/General Notes
41	E-2	P&ID
42	E-3	Site Plan (1 of 2)
43	E-4	Site Plan (2 of 2)
44	E-5	Single Line Diagram and Schedule (1 of 2)
45	E-6	Single Line Diagram and Schedule (2 of 2)
46	E-7	Electrical Details

An updated plant-wide process flow diagram will be prepared. Dudek assumes City staff will provide markups to the 1985 original as-builts indicating any changes made to the WTP since original construction. The updated

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process flow diagram will incorporate 2012 Plant Optimization process changes as well as sludge press process upgrades.

Sludge press platform structural design is assumed to completed by the equipment vendor. Note that some sludge press vendors may not have established platform design; therefore, platform design services by Dudek/Kelsey Structural are included as an optional task.

Site Security plans (perimeter fencing and gates improvements) are not included.

New piping diameters are anticipated to be small; therefore, detailed piping profiles are not necessary. New pipe elevations will be identified in civil plan views and mechanical sections.

Prepare detailed specifications for project construction.

Specifications will be prepared in conjunction with Standard Plans for Public Works Construction (Greenbook). Additional special provisions and technical specifications will be prepared for improvements not covered by Greenbook or City Standard Specifications.

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

Anticipated plan and specification deliverables for each design level include:

- *30% Submittal will include conceptual layouts for major civil, structural, mechanical, and electrical improvements along with some sections and details as appropriate to establish planned improvement extents and approach for future design submittals. Specifications will not be included with this submittal.*
- *60% Submittal will include substantially completed draft drawings including plans, sections, and key details for each engineering discipline. Details which do not have significant impact on final design will be omitted. Key specifications will be drafted including the Table of Contents, Summary of Work, Maintenance of Plant Operation, Sludge Press Equipment, and Sludge Feed Pumps.*
- *90% Submittal will include a complete draft of the final plans and technical specifications.*
- *100% Submittal will comprise of complete final plans and specifications.*
- *Deliverable Format: All submittals will be in PDF format. Hard copies of the final plans and specs will also be provided.*

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

The bid form will be prepared for the 90% and 100% design levels. Dudek assumes no more than 25 bid items will be included on the bid form.

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

Itemized EOPC will be prepared for each design level.

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Task 3: Project Management and Meetings

The following subtasks provide additional detail on scope items related to Task 3.

Task 3.1: Monthly Invoicing and Billing Reports

Prepare monthly invoices with cover letters summarizing work performed for the invoice period, supporting tabulation of hours by date and task for employees working on the project, and supporting expense reports and invoices for reimbursable expenses.

Task 3.2: Monthly Project Meetings

Attend monthly 90-minute project meetings with the MUED staff to discuss project progress and any engineering issues that arise. Meetings may be performed remotely. Meeting agendas will be established in collaboration with MUED staff.

Task 3.3: Design Review Meetings

Attend in-person design review meetings at the project kickoff, 30%, 60%, 90% and final design completion levels. Meeting agendas will be established in collaboration with MUED staff.

The project kickoff meeting will occur under Task 1 on the same date as the site walk. Project update meetings will be attended in person by Project Manager and/or Senior Engineer.

Task 3.4: QA/QC

Quality assurance is a project management responsibility to be conducted in accordance with a specific quality control plan. The Project QA/QC Plan is prepared by the Project Manager, in collaboration with the Quality Control Team, prior to the kick-off meeting. Key elements of our QA/QC Plan include the following:

- *True peer-review based QC process where submittals receive full review*
- *Project quality roles and responsibilities of the project manager, principal in charge, project engineers, and quality control reviewers*
- *Master deliverables list with scheduled submittal dates, review(s) to be performed (i.e. client standards, intra-discipline, inter-discipline, constructability), QC review deadline, and assigned QC reviewer(s)*
- *Submittal quality control review process and documentation requirements*
- *Subconsultant submittal validation procedures.*

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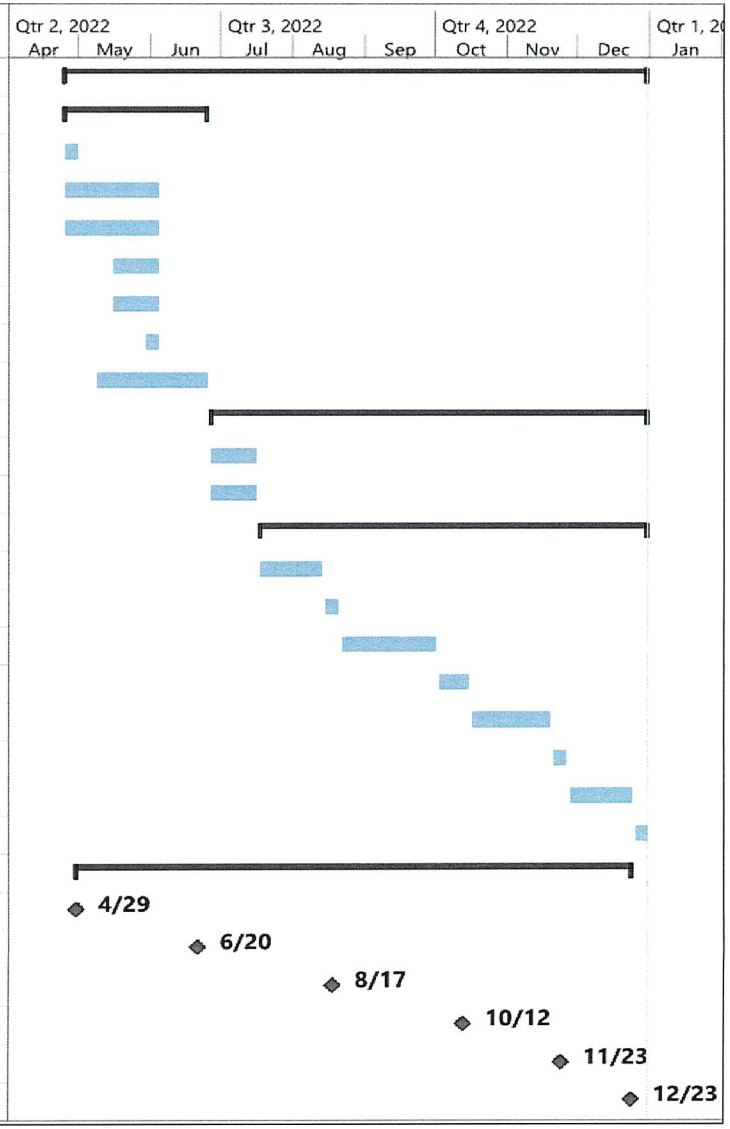
EXHIBIT "B"
PROJECT SCHEDULE

[ATTACHED]

Proposed Project Schedule

Figure 4. Proposed Project Schedule

ID	Task Name	Duration	Start
1	**Hinckley WTP Sludge Press**	**180 days**	**Mon 4/25/22**
2	**Phase 1 - Alternatives Evaluation**	**45 days**	**Mon 4/25/22**
3	1.1 Site and Process Assessment	5 days	Mon 4/25/22
4	1.2 Equipment Research	30 days	Mon 4/25/22
5	1.3 Capacity Analysis	30 days	Mon 4/25/22
6	1.4 Access Planning	15 days	Mon 5/16/22
7	1.5 Regulatory Constraints	15 days	Mon 5/16/22
8	1.6 Life Cycle Cost Analysis	5 days	Mon 5/30/22
9	1.7 Tech Memo	35 days	Mon 5/9/22
10	**Phase 2 - Final Design**	**135 days**	**Mon 6/27/22**
11	2.1 Site Survey & Basemap	15 days	Mon 6/27/22
12	2.2 Geotechnical Investigation	15 days	Mon 6/27/22
13	**2.3 Final Engineering**	**120 days**	**Mon 7/18/22**
14	30% PS&E	20 days	Mon 7/18/22
15	City Review	5 days	Mon 8/15/22
16	60% PS&E	30 days	Mon 8/22/22
17	City Review	10 days	Mon 10/3/22
18	90% PS&E	25 days	Mon 10/17/22
19	City Review	5 days	Mon 11/21/22
20	100% PS&E	20 days	Mon 11/28/22
21	City Review	5 days	Mon 12/26/22
22	**Project Management & Administration**	**170 days**	**Fri 4/29/22**
23	Kickoff Meeting & Field Assessment	0 days	Fri 4/29/22
24	Phase 1 Workshop	0 days	Mon 6/20/22
25	30% PS&E Meeting	0 days	Wed 8/17/22
26	60% PS&E Meeting	0 days	Wed 10/12/22
27	90% PS&E Meeting	0 days	Wed 11/23/22
28	100% PS&E Meeting	0 days	Fri 12/23/22



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EXHIBIT "C"
COST PROPOSAL

[ATTACHED]

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City of Redlands

Hinckley WTP Sludge Press

DUDEK FEE ESTIMATE

3/21/2022

		Dudek Labor Hours and Rates								Subconsultant Fees						
	Project Team Role:	PIC - QA/QC	Project Manager	Senior Engineer	Project Engineer	CAD Designer	Admin			Survey	Geotechnical	Structural	Electrical	Pothole		
	Team Member:	Chuck Gresly	Greg Guillen	Brian Robertson	Agata Bugaia	Nikki Hunter	Michelle Kinney	TOTAL DUDEK	DUDEK LABOR	GSI	Converse	Kelsey	Rizza	AirX	OTHER DIRECT	
	Billable Rate :	$275	$245	$240	$185	$190	$145	HOURS	COSTS	Fee	Fee	Fee	Fee	Fee	COSTS	TOTAL FEE
Task 1	**Phase 1 - Alternative Evaluation**															
1.1	Site and Process Assessment		8	4	16			28	$ 5,880			$700	$800			$ 7,380
1.2	Equipment Research and Installations Visits (2)		16	8	8			32	$ 7,320				$800		$ 400	$ 8,520
1.3	Capacity Analysis		4		8			12	$ 2,460							$ 2,460
1.4	Foundations and Access			2				2	$ 480			$700				$ 1,180
1.5	Regulatory Constraints		4		8			12	$ 2,460							$ 2,460
1.6	Life Cycle Cost Analysis		8		16			24	$ 4,920							$ 4,920
1.7	Tech Memo / Slide Deck		16	4	40			60	$ 12,280							$ 12,280
	Subtotal Task 1		**56**	**18**	**96**			**170**	**$ 35,800**	**$ -**	**$ -**	**$ 1,400**	**$ 1,600**	**$ -**	**$ 400**	**$ 39,200**
Task 2	**Phase 2 - Final Design**															
2.1	Site Survey, Basemap and Utility Research			1	4	4		9	$ 1,740	$11,000		$800		$9,000		$ 22,540
2.2	Geotechnical Investigation			1				1	$ 240		$17,000	$400				$ 17,640
2.3.1	30% PS&E		16	40	60	60		176	$ 36,020			$8,000	$6,000			$ 50,020
2.3.2	60% PS&E		8	60	80	120		268	$ 53,960			$24,000	$10,000			$ 87,960
2.3.3	90% PS&E		8	40	40	80	4	172	$ 34,740			$12,000	$6,500			$ 53,240
2.3.4	100% PS&E		8	32	40	40	4	124	$ 25,220			$8,000	$4,000		$ 200	$ 37,420
	Subtotal Task 2		**40**	**174**	**224**	**304**	**8**	**750**	**$ 151,920**	**$ 11,000**	**$ 17,000**	**$ 53,200**	**$ 26,500**	**$ 9,000**	**$ 200**	**$ 268,820**
Task 3	**Project Management**															
3.1	Monthly Invoicing and Billing Reports		12				8	20	$ 4,100							$ 4,100
3.2	Monthly Project Meetings		16	16	8			40	$ 9,240							$ 9,240
3.3	In-Person Design Review Meetings		30	30	10			70	$ 16,400						$ 1,000	$ 17,400
3.4	QA/QC	8						8	$ 2,200							$ 2,200
	Subtotal Task 3		**46**	**46**	**18**			**110**	**$ 25,640**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,000**	**$ 26,640**
	Total Hours and Fee	**8**	**154**	**238**	**338**	**304**	**16**	**1058**	**$ 219,660**	**$ 11,000**	**$ 17,000**	**$ 54,600**	**$ 28,100**	**$ 9,000**	**$ 1,600**	**$ 340,960**
	Percent of Hours:	*1%*	*15%*	*22%*	*32%*	*29%*	*2%*	*100%*								
Optional Services																
Task 4																
4.1	Structural Platform Design			2		2		4	$ 860			$13,000				$ 13,860
	Subtotal Task 4			**2**		**2**		4	**$ 860**	**$ -**	**$ -**	**$ 13,000**	**$ -**	**$ -**	**$ -**	**$ 13,860**
	Total Optional Hours and Fee	**8**		**2**		**2**		**4**	**$ 860**			**$ 13,000**				**$ 13,860**

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.

DUDEK

DocuSigned by:

By: _____ Date: **4/1/2022 | 9:35:57 AM PDT**
EDE486A43DB444B...

Bob Ohlund, P.E., Vice President

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.
Dudek

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.
605 3rd Street

Requester's name and address (optional)

6 City, state, and ZIP code
Encinitas, CA 92024

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 5 – 3 8 7 3 8 6 5

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 ▶ Christine Moore Date ▶ 11/7/2022

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.*

City Council/Successor Agency Meeting **I. 18.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement with the San Bernardino County Sheriff's Department to provide pre-employment polygraph examinations for applicants and to authorize the Chief of Police to execute the agreement (Police Chief Catren)

MOTION(S):

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

I move to approve the agreement with the San Bernardino County Sheriff's Department to provide pre-employment polygraph examinations for applicants and to authorize the Chief of Police to execute the agreement.

RECOMMENDATION:

Staff recommends that Council approve the agreement between the City of Redlands and the San Bernardino County Sheriff's Department to provide pre-employment polygraph examinations for hiring applicants and to authorize the Chief of Police to execute the agreement.

DISCUSSION:

Due to access to sensitive material and information, most every employee that works for the Redlands Police Department (RPD) has to undergo some sort of background investigation. Most background investigations involve the applicant being administered a pre-employment polygraph examination. For the past several years, RPD has utilized the services of a private polygrapher. Due to the number of potential hiring applicants coupled with the fact that RPD only has an agreement with one polygrapher, staff from RPD feels it is imperative to retain an additional contract polygrapher to administer pre-employment polygraph examinations for RPD.

Staff researched the matter and determined the San Bernardino County Sheriff's Department (SBCSD) offers polygraph services for hiring applicants. RPD currently uses staff from SBCSD to perform polygraph examinations for criminal investigations. RPD has been very pleased with the services provided by the SBCSD polygraphers. The cost of each pre-employment polygraph administered by the SBCSD will be $200 which is in the fair market price range for pre-employment polygraph examinations. The addition of SBCSD will ensure timely processing of applicants. The agreement runs through June 30, 2025.

ALTERNATIVES:

Do not approve the agreement.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

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

PREPARED BY:
Travis Martinez, Deputy Chief of Police

Fiscal Impact

Fiscal Year:	22/23
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y

Discussion:

The money to pay for pre-employment polygraph testing has already been budgeted in this year's budget.

Attachments

SBCSD Agreement

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number
SHR - YY-

SAP Number
N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Redlands PD
Contractor Representative	
Telephone Number	
Contract Term	12/07/2022 – 06/30/2025
Original Contract Amount	Fee for Service
Amendment Amount	--------
Total Contract Amount	Fee for Service
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, CONTRACTOR is a recognized public entity organization and desires to contract for polygraph services; **AND**

WHEREAS, COUNTY can provide said service through the Sheriff/Coroner/Public Administrator's Department (hereinafter referred to as "SHERIFF");

NOW, THEREFORE, the parties mutually agree as follows:

A. SCOPE OF AGREEMENT

A.1 SHERIFF shall administer pre-employment polygraph examinations for CONTRACTOR's employment applicants, as requested by CONTRACTOR.

A.2 SHERIFF will supply to CONTRACTOR pre-polygraph questionnaires to be completed by each applicant prior to the polygraph examination.

A.3 Upon receipt, by SHERIFF, of completed questionnaire(s), each applicant will be scheduled for a pre-examination interview and polygraph examination. If during the examination significant

response is noted, the examiner will conduct a post-test interview in an attempt to obtain admissions by applicant. Additional testing may be conducted at that time as needed.

A.4 Upon completion of the polygraph examination, a written report will be submitted to CONTRACTOR by SHERIFF, within five (5) working days.

A.5 If audio/video records are required, CONTRACTOR shall provide to SHERIFF all digital video discs (DVD) required for examination purposes.

A.6 The Sheriff of San Bernardino County, or his duly authorized designee, shall control the assignment of polygraph examiners under this Agreement, at his sole discretion. In all instances, a fully qualified and licensed polygraphist shall be assigned.

A.7 Normal duty hours of polygraph examiners for purposes of this Agreement shall be Monday through Friday from 7:00 a.m. until 5:00 p.m.

B. TERM AND TERMINATION

The term of this Agreement shall be for a period commencing on July 1st, 2021, or upon the date of approval by the SHERIFF, whichever is later, and ending on June 30, 2025. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, by CONTRACTOR or by COUNTY, upon written notice given to the other party at least thirty (30) days prior to the date specified for said termination. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other, accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Notwithstanding the foregoing, COUNTY may terminate this Agreement at any time, without advance notice to CONTRACTOR, in the event CONTRACTOR fails to comply with any term of this Agreement.

SHERIFF shall have the authority to exercise the COUNTY's rights and authority under this Agreement, including the right to give notice of termination of this Agreement, at his sole discretion.

C. FISCAL PROVISIONS

C.1 In consideration for services performed by SHERIFF, CONTRACTOR agrees to pay a sum of $200.00 per examination, or the most current rate established by the COUNTY, updated July 1 of each year. CONTRACTOR will be invoiced monthly for all examinations administered during the prior month. Payment shall be due within forty-five (45) days from the date of each invoice.

C.2 CANCELLATION POLICY: CONTRACTOR agrees to pay the full cost of any scheduled polygraph examination unless the appointment has been cancelled more than twenty-four (24) hours prior to the scheduled time, by calling the SHERIFF's Specialized Investigations Division at (909) 387-0625.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

D.1 Mutual Indemnification

The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY and its authorized officers, employees, agents, and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising from CONTRACTOR's negligent acts, errors or omissions, including, but not limited to, acts, errors, or omissions concerning referral for polygraph testing, obtaining any necessary consent for the procedures to be performed under this Agreement, and/or the use or dissemination of the polygraph, interview, or pre-polygraph questionnaire results, and for any costs or expenses incurred by COUNTY on account of any claim therefor, except where such indemnification is prohibited by law.

The COUNTY agrees to indemnify and hold harmless the CONTRACTOR and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from

COUNTY's negligent acts or omissions in administering the polygraph tests, interviews, and pre-polygraph questionnaires and for any costs or expenses incurred by CONTRACTOR on account of any claim therefor. Notwithstanding the above indemnity, in no event will the COUNTY be in any way responsible or liable for the acts, errors, or omissions of the persons referred for polygraph testing, nor will COUNTY be in any way responsible or liable for CONTRACTOR's use or dissemination of any data or reports provided to the CONTRACTOR regarding the polygraph testing and/or interviewing or failure to obtain any required consent to the polygraph testing or use or dissemination of test, interview, or questionnaire results.

D.2 Waiver of Subrogation Rights

The CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR'S employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against the County.

D.3 Comparative Fault

In the event that the COUNTY and/or CONTRACTOR are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the COUNTY and/or CONTRACTOR shall indemnify the other to the extent of its comparative fault.

D.4 Self-Insurance

COUNTY and CONTRACTOR are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

E. NOTICES

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Sheriff's Department	City of Redlands
Bureau of Administration Contracts Unit	Redlands Police Department
655 East Third Street	30 Cajon Street
San Bernardino, CA 92415-0061	Redlands, CA 92373
Fax Number: (909) 387-3444	chief@redlandspolice.org

Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

F. ENTIRE AGREEMENT

This Agreement represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promise, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will. Any amendment to this Agreement shall be in writing signed by both parties.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

Redlands Police Department	San Bernardino County Sheriff's Department
Contractor Authorized Signature	Sheriff-Coroner Authorized Signature
Name of person signing agreement (print or type)	Name of person signing agreement (print or type)
Title	Title
Date	Date

City Council/Successor Agency Meeting **I. 19.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement between the City of Redlands and Nationwide Mutual Insurance Company for the Redlands Police Department to utilize a vehicle from Nationwide Mutual Insurance Company in specialized investigations involving GPS technology (Police Chief Catren)

MOTION(S):

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

I move to approve the agreement between the City of Redlands and Nationwide Mutual Insurance Company for the Redlands Police Department to utilize a vehicle from Nationwide Mutual Insurance Company in specialized investigations involving GPS technology.

RECOMMENDATION:

Staff recommends that Council approve the agreement between the City of Redlands and Nationwide Mutual Insurance Company for the Redlands Police Department to utilize a vehicle from Nationwide Mutual Insurance Company in specialized investigations involving GPS technology.

DISCUSSION:

The Redlands Police Department (RPD) has been conducting specialized investigations using GPS technology to address crime trends in the community. To date, the program is responsible for the arrest of over 300 individuals for crimes such as armed robbery, vehicle burglary, metal theft, bike theft, laptop theft, wire theft, and credit card skimming. In 2015, the City entered into an agreement with Nationwide for a loan of a vehicle to RPD to be used in specialized operations involving GPS technology. In 2020, the vehicle that

Nationwide provided to RPD was no longer operable and was returned to Nationwide. Recently, Nationwide approached RPD to inform them they had a 2019 Ford Fusion with extremely low mileage that was available for similar operations. RPD staff evaluated the vehicle and determined it was suitable for GPS operations.

Per the two-year agreement, if RPD were to dispose of the vehicle, RPD must return it to Nationwide. Nationwide recognizes the risk of loss or damage to the vehicle associated with specialized vehicle deployments and will not require RPD to restore the vehicle to its original condition when it is returned. While the vehicle is in the possession of RPD, the City of Redlands will be responsible for any routine maintenance.

ALTERNATIVES:

Do not approve the agreement

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

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

PREPARED BY:
Travis Martinez, Deputy Chief of Police

Fiscal Impact

Fiscal Year:	22/23
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	0
Budgeted Y/N:	N
Discussion:	

Other than routine maintenance, registration, and insurance costs, this agreement will not result in a fiscal impact to the City.

Attachments

Agreement

VEHICLE USE AGREEMENT BETWEEN THE CITY OF REDLANDS AND NATIONWIDE MUTUAL INSURANCE COMPANY

THIS VEHICLE USE AGREEMENT ("Agreement"), entered into this 6th day of December, 2022, by and between the City of Redlands, a municipal corporation (hereinafter referred to as "City of Redlands") acting by and through the Redlands Police Department ("RPD") and NATIONWIDE MUTUAL INSURANCE COMPANY ("NATIONWIDE"). City of Redlands, RPD and NATIONWIDE are sometimes individually referred to herein as a "Party" and, together, as the "Parties." The Parties agree as follows:

1. NATIONWIDE will provide to the RPD, a 2019 Ford Fusion, VIN: 3FA6P0G77KR177470 (the "vehicle"), for use exclusively by the RPD in pursuit of law enforcement activities related to the investigation of insurance fraud or an insurance related crime. Any use of the vehicle by the RPD that is outside of the specific scope set forth herein, is a material breach of this Agreement upon which NATIONWIDE may terminate this Agreement and require the return of the vehicle.

2. The RPD understands and acknowledges that it is accepting the vehicle "as is." NATIONWIDE is not making nor has made any representations regarding the condition of the vehicle. The RPD has had reasonable opportunity to inspect the vehicle and, by executing this Agreement, accepts the condition of said vehicle. Prior to or within forty-eight hours (48) of the execution of this Agreement, NATIONWIDE will transfer title of the vehicle to the City of Redlands. The City of Redlands understands and acknowledges that it nor the RPD can use the vehicle until title has been properly transferred and recorded. The City of Redlands agrees and acknowledges that it currently has and will maintain insurance coverage for the vehicle equal to the insurance coverage for the RPD's regular fleet.

3. In exchange for and in consideration of the use of the aforementioned vehicle, RPD agrees to provide NATIONWIDE with quarterly reports. These reports must include: 1) number of times the vehicle was deployed; 2) number of arrests made due to use of the vehicle; 3) current condition of the vehicle; and 4) number of vehicles recovered. These quarterly reports shall be sent to: Special Projects Consultant Robert DuVall. Failure to provide these reports is a material breach of this Agreement upon which NATIONWIDE may terminate this Agreement and require the return of the vehicle.

4. RPD further agrees to release, indemnify, and hold NATIONWIDE and its officers, directors, employees, agents, attorneys, affiliates and subsidiaries and their successors and assigns, harmless from any and all injuries, claims, losses, and expenses, including attorneys' fees, experts' fees, court costs and damages whatsoever arising out of or in any way related to, but not limited to, Nationwide's furnishing of the vehicle to RPD, and any use, operation or maintenance of the vehicle described herein, during the term of this

Agreement. The RPD shall, at its own cost and expense, defend any and all suits which may be brought against NATIONWIDE, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against NATIONWIDE in any such action or actions, provided, however, that NATIONWIDE shall give the RPD prompt written notice of any such claims or demand.

5. The RPD further agrees to return the above-described vehicle immediately upon the conclusion of its auto theft investigation, within thirty days upon the request of NATIONWIDE or two (2) years after execution of the Agreement, whichever occurs earliest. If, after two (2) years, each Party herein has mutual interest in extending this Agreement, such extension can occur by written authorization from each Party.

6. The RPD will maintain the operability of the vehicle while in the possession of the RPD. NATIONWIDE recognizes the risk of loss or damage to the vehicle associated with this agreement and will not require the RPD to restore the vehicle to its original condition or replace the vehicle in case of theft. The RPD agrees that, upon return of the vehicle to NATIONWIDE, it will transfer the vehicle's title to NATIONWIDE.

7. A waiver by NATIONWIDE of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

8. This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the state courts located in the County of San Bernardino, State of California and federal courts located in Riverside County.

9. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City of Redlands and NATIONWIDE.

10. This Agreement may be executed by facsimile (or other similar electronic transmission) and in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on both Parties. Notwithstanding

the foregoing, each Party agrees to execute an original of this Agreement and to promptly provide the other Party with an original signature.

NATIONWIDE MUTUAL INSURANCE COMPANY

_____ _____
Signature Date

By: _____

Title: _____

THE CITY OF REDLANDS, CALIFORNIA (A Municipal Corporation)

_____ _____
Signature Date

By: _____

Title: _____

ATTEST:

_____
Jeanne Donaldson, City Clerk

REDLANDS POLICE DEPARTMENT RECOMMENDATION FOR APPROVAL:

_____ _____
Signature Date

By: _____

Title: _____

City Council/Successor Agency Meeting **I. 20.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Memorandum of Understanding (MOU) with the Inland Regional Narcotics Enforcement Team (IRNET) and authorize the Chief of Police to sign (Police Chief Catren)

MOTION(S):

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

I move to approve the Memorandum of Understanding (MOU) with the Inland Regional Narcotics Enforcement Team (IRNET) and authorize the Chief of Police to sign the MOU.

RECOMMENDATION:

Staff recommends that City Council approve the Memorandum of Understanding (MOU) with the Inland Regional Narcotics Enforcement Team (IRNET) and authorize the Chief of Police to sign.

DISCUSSION:

The Inland Regional Narcotic Enforcement Team is a major narcotic investigation team which is comprised of various San Bernardino County law enforcement officers and is spearheaded by the Sheriff's department. This team is also composed of several Federal and State investigators. By its diversity alone, IRNET has numerous resources that make it a premier investigative unit within the Southern California area. IRNET is the primary means by which the Redlands Police Department addresses the proliferation of dangerous drugs in the community.

The Redlands Police Department has been a member of IRNET for decades. Currently, the Department commits one full-time police officer to work with the team. IRNET has stemmed the flow of narcotics to Redlands streets through numerous mid and high- level investigations over the years. The officer assigned to the team gains valuable experience in investigative techniques and develops priceless contacts with local, state and federal partners that have proven useful in all types of investigations. As detailed in the MOU, the assignment of the officer to the team entitles the City to 3.502% of proceeds from assets forfeited during the investigations.

The current IRNET Memorandum of Understanding (MOU) signed by the Redlands Police Department was in May 2020. In September 2022, staff received an updated MOU from IRNET for review by the Department. The updates include the addition of another police department agency to the MOU, and updates to new department heads who have been installed in other agencies. No other changes were made to the MOU, and the distribution of forfeiture actions and seizures of assets remained at 3.502% (per officer) as stated in the previous MOU.

ALTERNATIVES:

Do not approve the IRNET Memorandum of Understanding or authorize the Chief of Police to sign.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

REVIEWED BY:
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Fiscal Impact

Revenue Generating: Yes
Appropriation Required Y/N: N
Budgeted Y/N: N
Discussion:
There will be no impact to the General Fund.

Attachments

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MEMORANDUM OF UNDERSTANDING

Inland Regional Narcotics Enforcement Team (IRNET)

Revised 12/13/2021

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ARTICLE I. NAME

The name of this organization shall be the **Inland Regional Narcotics Enforcement Team (IRNET).**

ARTICLE II. PURPOSE

The purposes of this organization are:

The identification and conviction of high-level drug traffickers and the seizure of assets derived through drug trafficking.

The targeting, investigation, and prosecution of individuals who organize, direct, finance, or otherwise engage in high-level drug trafficking enterprises, or money laundering with high priority emphasis on those subjects engaged in the importation of drugs for sale into San Bernardino and Riverside Counties.

Members will conduct coordinated drug enforcement efforts throughout the Inland Region, encouraging maximum cooperation between all law enforcement and prosecutorial agencies.

ARTICLE III. EXECUTIVE BOARD

An Executive Board will direct the affairs of this organization. The members of this Board will be the Sheriff of San Bernardino County, the Sheriff of Riverside County, the Chiefs of all participating Police Departments, and the Special Agents in Charge of the participating federal and state law enforcement agencies or their designees.

Starting January 1, 2022, the IRNET Executive Board will attempt to meet on a bi-annual (2 times a year) schedule. Due to scheduling conflicts, it is difficult to forecast yearly bi-annual meeting dates; however, the Executive Board must meet annually at a minimum. All meetings are scheduled at the Sheriff's Department Gangs/Narcotics Division Commander's request to maintain this requirement.

ARTICLE IV. AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING

The Executive Board may amend any Article of this Memorandum of Understanding by a two-thirds (2/3) vote of the quorum.

ARTICLE V. DISTRIBUTION FROM FORFEITURE ACTIONS AND SEIZURE OF ASSETS

IRNET investigators shall conduct thorough investigations, to include identification of all assets qualifying for forfeiture proceedings. Civil and criminal forfeiture statutes will be explored in every instance.

Assets seized federally are subject to an administrative cost, which is 20% for the Department of Justice or 30% for the Department of Treasury. Any forms submitted for equitable sharing by agencies outside of IRNET will reduce all IRNET partner agency percentages, according to equitable sharing guidelines. Assets seized under State law are subject to an administrative cost of 35% for the State of California.

It is agreed that each IRNET participating agency may submit a claim for an equitable share of any remaining funds based on the participating agency's respective contribution to the IRNET organization. IRNET participating agencies agree that each agency will be awarded 3.502% per personnel assigned to IRNET. Sworn personnel assigned to IRNET are as follows: ABC – 1, Montclair PD – 1, Redlands PD – 1, Rialto PD – 1, Riverside SO – 1, Ontario PD – 1, San Bernardino PD – 1, San Bernardino County SO – 12. It is agreed that SBSD will receive an additional 21%, which will be returned to the IRNET program to cover operating costs, and an additional 12.462%, which will be used to pay Confidential Informants. Therefore, the agreed-upon equitable share of the assets seized shall be:

ABC Share –3.502%
San Bernardino PD Share – 3.502%
Montclair PD Share – 3.502%
Ontario PD Share – 3.502%
Redlands PD Share – 3.502%
Rialto PD Share – 3.502%
Riverside Sheriff's Dept. Share – 3.502%
SBSD Share – 75.486%

All IRNET participating members will be responsible for submitting their forms on behalf of their agency for an equitable share of seized assets. All returned assets will be distributed under applicable federal and state law and follow the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies*.

ARTICLE VI. ORGANIZATIONAL OPERATING PROCEDURES

A. Site Location

The site location of this project will be as approved by the Executive Board.

B. Structural Command

The Sheriff's Department, Gangs/Narcotics Division, will assign a designee with the rank of lieutenant or higher, which will be responsible for reporting directly to the Executive Board on all matters of IRNET concern.

C. Case Initiation

All IRNET investigations shall regularly be reviewed by the Sheriff's Department Gangs/Narcotics Division lieutenant or his designee. Areas of discretion in the setting of priorities for these cases will be determined by, but not be limited to, the type of enterprise, the impact on the community, current caseload, available workforce and equipment and workable investigative leads.

D. Enforcement Manpower

This project shall be designed to bring the highest level of expertise from contiguous and, at times, overlapping jurisdictions to focus jointly on major drug trafficking. Generally, personnel shall be limited to 50 investigative officers.

E. Prosecutorial Support

At the inception of this project, it shall be incumbent upon the Executive Board members to coordinate a firm and positive relationship between the United States Attorney and the State Attorney designees.

1. Cross-Designation of Attorneys

To enhance collaboration between federal prosecutors and their state and local colleagues, it may be advantageous to cross-designate local and federal prosecutors.

2. Special Program Attorney

As previously recommended, consistency on how to best proceed in certain instances could best be achieved by allowing the program direct access to one (1) attorney assigned for that specific purpose.

F. Equipment Pool

The San Bernardino County Sheriff's Department will supply IRNET members with specialized items, mobile devices, and office equipment (desks, chairs, typewriters, file cabinets, phones, computers, office supplies, etc.).

The San Bernardino County Sheriff's Department will not supply vehicles to personnel assigned to the task force. Member agencies should assign vehicles appropriate for use in covert surveillance operations. All vehicle maintenance shall be the responsibility of the member agency. The participating agency should provide their investigator with department radio and mobile device which will assist with investigations.

G. Request for Assistance

It shall be the policy of this program to respond to a request for case development assistance from any law enforcement agency whose situation demands expertise or resources beyond their existing limitations.

H. Reporting Format

The San Bernardino County Sheriff's Department standard report forms and case report incident numbers shall be utilized for case development and to track program activity. An internal numbering system will be used as well to account for all activities.

I. Undercover Documents

The use of documents to support or enhance undercover operations will be encouraged. These will include, but will not be limited to, driver's licenses, credit cards, checking accounts, and passports. The procurement, utilization, and control of these documents will be such as to assure that they are properly accounted for and are used only for authorized purposes.

J. Operating Standards

All matters governing operating procedures will balance the rights of citizens and the needs of law enforcement to detect, arrest, and prosecute individuals engaged in major illicit drug activity.

Effective control of major illicit drug traffickers depends to a large degree on the close working relationship among agencies at all levels of law enforcement. Therefore, all IRNET personnel will assist in their fullest individual ability in the development of inter-agency cooperation.

K. Personnel

Their respective department head must approve the assignment of federal, state, and local officers to IRNET. The commander or his designee of the Sheriff's Gangs/Narcotics Division, with Executive Board approval, may reject any nominee based on the officer's training, past performance, or other factors bearing on suitability.

Federal, state, and local officers assigned to IRNET will work full time unless special Executive Board arrangements have been made. Officers will be under the direct daily supervision of the Sheriff's Department Gangs/Narcotics Division lieutenant and follow all policies, procedures, and guidelines specifically enacted by IRNET. Upon assignment to IRNET, all members shall read the IRNET policy manual. The member will sign an Inter-Office Memorandum (IOM), indicating they read the policy. A copy of the IOM will be filed at IRNET and provided to the member. Should any of the IRNET policies or procedures conflict with their own department rules and regulations, the individual member will immediately bring said conflict to the attention of his/her IRNET supervisor. The supervisor will, in turn, bring the matter to the attention of the IRNET Manager, who will take the necessary action to rectify the situation.

L. Life of this Agreement

This agreement is effective on the date two of the parties of this agreement sign it. Any party may terminate their involvement with this agreement on 30-days advanced written notice.

ARTICLE VII. FISCAL PROCEDURE

A. Special Appropriation Fund

A Special Appropriation Fund shall be established by SBSD to which members of IRNET may charge expenditures as necessary in the performance of the duties of the program. In general, such charges shall include extraordinary or special expenses incurred in the investigation of major narcotics traffickers.

The utilization, responsibility, accountability, and control of this fund shall be determined exclusively by the Sheriff's Department lieutenant overseeing IRNET and shall conform to standards as required by policy and procedure for San Bernardino County Sheriff's Department. Federal agencies will adhere to federal law and respective agency policies and procedures for any expenditures and reimbursements of expenses incurred by or through the federal agent.

B. Asset Sharing

IRNET will provide an audit trail that will show the assets seized are following applicable state and federal law. IRNET's finance specialist will notify partner agencies of a seized asset so the required forms can be submitted.

A monthly Activity Report will be forwarded to each IRNET member agency, which shall include activity and seizures by month and year to date.

ARTICLE VIII. ADMINISTRATIVE GUIDELINES

A. Case Information

Large scale narcotics investigations are sensitive. Protection of sources of information and management of information about areas of narcotics/drug-related activity are essential. Dissemination of information and reports will be done on a need-to-know basis in compliance with existing state and federal laws, and when appropriate, in compliance with the Department of Justice guidelines.

Written reports are vital to the conduct of operations. They are a formal means of communicating among participating agencies, and with other agencies and with the court. In composing an investigation report, the officer should remember that it will be read by someone else and will most likely form the basis for action or inaction by the reader. The report may also be read by someone seeking to discredit its contents or IRNET itself. Investigative reports will be completed promptly and will describe activities fully, exactly, and plainly. All case reports will be kept in the IRNET office until the conclusion of the case.

Statistical information regarding arrests and narcotics seized will be forwarded to the jurisdictional agency in which such activity took place to maintain proper information reporting procedures to the State Department of Justice.

Questions about the appropriateness of releasing case information will be referred to the lieutenant of IRNET.

B. Document Security

All reports and records will be designated "Confidential" (“Unclassified” for FBI). This material will be secured under lock and key when unattended. Access to all files is on a need-to-know basis.

IRNET will not keep intelligence files. Case files actively being worked will be kept under the direct security of IRNET until the investigation is concluded. Federal agencies will maintain their files in compliance with the Freedom of Information Act.

If IRNET feels certain case information should be considered "intelligence," the entire file will be sent to the appropriate agency and filed under that department's guidelines for intelligence information.

At no time will investigative reports or official records be kept or stored anywhere but the designated office of IRNET or the San Bernardino County Sheriff’s Records Bureau.

In any case, the storage of reports and dissemination of information will always be done in strict accordance with applicable local, state, and federal laws.

C. Undercover Documentation

Should IRNET require assigned officers to assume a covert identity, arrangements will be made to issue each IRNET officer as required:

1. A California Driver's License; and

2. Documents to support covert identification as they become available.

   The IRNET lieutenant will maintain records and photostatic copies of all identities issued to officers. These documents shall only be used while the officers are on duty and working in an official capacity, and the use of the covert identity is required in the furtherance of the case. The IRNET lieutenant may deem additional documentation, such as credit cards, a credit rating with TRW, a passport, or a social security card to support identity. The need for these items will be evaluated on a case-by-case basis. In every situation requiring assigned officers to obtain undercover documentation, their respective department heads will be advised that the required application forms have been submitted.

D. Firearms

Every officer assigned to IRNET will carry a firearm following their department's policies and procedures. Officers may carry authorized firearms while off duty; however, applicable departmental policies about the use of firearms shall apply.

E. Qualification

IRNET member's department must approve any firearm carried by an officer, and minimum departmental standards for qualification met. If no departmental requirements exist, the San Bernardino County Sheriff's Department standards will apply, and officers will qualify on a trimester schedule.

F. Other Defensive Equipment

1. Handcuffs

A set of handcuffs will be carried by officers when engaged in any type of enforcement activity (excluding undercover work).

2. Equipment

The Board may authorize the purchase and use of equipment to assist IRNET in accomplishing its purpose.

3. Protective Garments

All officers with IRNET will have available a bullet-proof (protective) vest. Officers shall wear their vests in arrest and search situations.

4. Operation Jackets

In arrests, searches, and similar enforcement situations, members of IRNET shall wear the approved operation jackets/vests.

G. Press Release

IRNET will cooperate with the media to assist in obtaining information on matters of public interest. However, certain information must remain confidential to protect the Constitutional Rights of the accused, avoid interfering with an IRNET investigation, or because it is legally privileged.

IRNET will function as a unit. All members will refer to themselves as members of IRNET. If asked what agency you are employed by, the member should respond by identifying their respective agency and their assignment to the "Inland Regional Narcotics Enforcement Team."

The IRNET lieutenant will designate the "Press Information Officer." Members of IRNET will not release information to the press unless otherwise directed to do so by the IRNET lieutenant.

H. Release of Information

The IRNET lieutenant will be available to assist in the dissemination or coordination of such information. The Information to be released will be determined by the facts of each situation and in the direction of the Executive Board. Generally, a description of the circumstances which do not prejudice the rights of the suspect(s) or interfere with an investigation will be made.

1. General Information for Release

a. Type of crime (statutes violated, etc.)

b. The extent of injury or damage

c. Value of drugs seized

d. Date and time of crime discovery

e. Length of investigation

f. Suspect name and age, if adult

g. Factual details of the incident

2. Information NOT for Release

a. Prior criminal record, character, or reputation of accused.

b. The existence or contents of any confession, admission, or statement given by the accused, or failure of the accused to make any statement.

c. The identity, testimony, or credibility of any prospective witnesses.

d. The possibility of a plea bargain.

e. Any opinion as to the guilt or innocence of the accused.

I. Multi-Agency Administrative Concerns

1. Citizen Complaints

Any complaint from an individual alleging misconduct by personnel of IRNET will be directed to the IRNET lieutenant or in his absence, a supervisor, and a written report will be submitted to the Sheriff's Department Gangs/Narcotics Division commander for evaluation.

The IRNET lieutenant will notify the officer's respective agency and facilitate their investigation of the incident.

It will be the policy of IRNET to receive, record, and properly direct all citizen complaints against its members without exception.

2. Employee Evaluation

IRNET recognizes that all agencies have at least annual employee evaluations. When such evaluations are due, the supervisor of the affected employee will assist the

appropriate law enforcement supervisor in completing a fair and objective evaluation for the rating period.

3. Injuries Sustained On-Duty

When an IRNET officer is injured on duty, it will be necessary to follow the procedures required by the officer's agency, including notification of the specific agency involved. In emergencies, the officer will receive immediate medical attention most expediently. To assist the supervisors in ensuring an officer's injury is treated without unnecessary delay, officers assigned to IRNET will supply their supervisor with a packet containing the forms and application instructions for processing per Sheriff's Department policies and procedures.

4. On-Duty Motor Vehicle Accidents

If an IRNET Officer is involved in an accident while on duty, a long-form accident report will be completed by the jurisdictional agency. Copies will be forwarded to the officer's agency and the IRNET lieutenant for further review and necessary action. In any on-duty motor vehicle accident, whether injury or non-injury, the IRNET lieutenant or his designee will immediately notify the member agency, so they can notify their appropriate Risk Management/Civil Liabilities Division per Sheriff's Department policies and procedures.

J. Administrative Policy

All members of IRNET will be expected to conform to their department's policy and procedure, as well as any additional policies and procedures set forth by IRNET (such as performance expectations, punctuality, and chain of command).

ARTICLE IX. INVESTIGATIVE GUIDELINES

A. Outside Agencies - Requests For Assistance

It shall be the policy of IRNET to respond to requests for case development assistance from any law enforcement agency whose situation demands expertise or resources beyond their existing capabilities. All such requests will be reviewed by the IRNET lieutenant as soon as practicable after being received.

The Sheriff's Department Gangs/Narcotics Division commander will be informed of all requests for assistance made by non-participating agencies.

IRNET recognizes that the jurisdictional make-up of Southern California lends itself to investigative overlay during narcotics case development. Therefore, IRNET will strictly adhere to the following notification procedures to minimize any chance of conflicting with the enforcement routine of the affected jurisdiction.

B. Notification

Before opening an active case, IRNET will contact the local agency of jurisdiction and check to see if that department is already actively working a case on the subject(s) of IRNET's investigation. Also, IRNET will contact adjacent jurisdictions and LACRCIC/WSIN to see if any agency has information on the subjects.

After opening a case, IRNET will utilize the guidelines of LACRCIC/WSIN to identifying the case and subjects being worked to facilitate communications between investigating agencies and eliminate duplication of effort.

Note: IRNET will maintain close communication with the affected jurisdiction throughout its investigation. If the agency in question has an open, active case of its own centered on that target, IRNET will not open a separate case unless requested to do so by the affected agency. (See Requests for Assistance.)

When executing Search or Arrest Warrants, the following procedure will be followed, and, when appropriate, at least one uniformed officer from the jurisdictional agency will be requested and utilized.

Members of IRNET will notify the jurisdictional agency Watch Commander regarding the type of activity which will be taking place, the location, and approximate time of the operation.

IRNET will also notify the narcotics detail of the affected agency:

1. To prevent a duplication of effort.

2. To protect undercover officers.

3. A means to gather additional intelligence.

C. Undercover Operations

IRNET, by its nature, will have numerous occasions to conduct undercover operations. Specifically, this will entail introducing undercover officers to narcotics traffickers to purchase drugs or infiltrate their organization. The following guidelines will be adhered to as to ensure officer safety and proper case development (Federal agencies will additionally observe DOJ guidelines):

1. Preparation and Planning

a. Discuss the purpose and intention of the operation with your supervisor. Depending on the magnitude of the investigation, it may require prior approval through the IRNET lieutenant to the Executive Board.

2. Determine Logistical Needs

a. **Manpower**

An IRNET supervisor will assess each case with the IRNET lieutenant to determine if special tactics or the utilization of a special weapons team will be required. Jurisdictional responsibilities will be recognized.

b. **Equipment**

1. Communications

2. Wireless Transmitter/Receiver with Recorder

3. Helicopter

4) "Flash Roll"

c. **Plan Formulation**

1. Indicate the scenario the Undercover Officer will utilize.

2. Designate a Case Agent.

3. Prepare a case history on the violators involved.

d. **Operational Plan**

1. A written operational plan will be submitted by the Case Agent on all narcotics investigations, including buy/busts, arrest and search warrant service, and undercover surveillance cases. The IRNET lieutenant will approve all operational plans. In cases involving narcotics deliveries out of state or reverse operations more than 10 kilos in weight, the captain of the Narcotics Division (SBCSD) will be notified before beginning the operation.

2. Plan Format

    a. The written plan will include suspect information, criminal history, pictures, vehicles, and associates.

    b. A of the suspect's method of operation and other criminal tendencies.

    c. Maps, diagrams, and address.

        1. Clothing description
        2. Undercover vehicle
        3. Money flash vehicle.
        4. Clothing description of undercover officers and confidential informant, if involved.

5. Arrest and trouble signal (visual and audio)
6. List of all officers involved, including their assignment and vehicle and equipment responsibilities.
7. Copies of the plan will be distributed to all involved officers.

d. Notification of the law enforcement agency where the operation will take place will be noted on the plan, including who was notified.

e. Communication channel frequency for the operation and necessary clearances from Central Dispatch. (An alternative frequency should be included in case of communication problems on the primary channel).

f. Before starting, a complete briefing will be conducted utilizing the written plan.

g. The sergeant assigned to the IRNET team will approve all operation plans before its implementation.

e. Undercover Operation (U/C)

1. The U/C will not deviate from the written plan unless he/she can obtain supervisory approval during the operation.

2. When the arrest signal is given, the U/C will not be involved in the actual arrest unless the situation dictates his/her intervention.

3. If during the operation, the U/C is robbed by the suspects for the flash money, he/she will immediately give the trouble signal and rely on the cover/surveillance units to take appropriate actions.

4. The U/C officer will never "front" any portion of the flash roll. Additionally, he/she will not "front" any special funds for narcotics purchases without prior supervisory approval.

5. The U/C officer will never meet with suspects in a narcotics investigation without proper surveillance and cover units. Notification and approval by an IRNET sergeant are required before any meeting between a suspect and CI.

6. Section 11367 of the Health and Safety Code provides immunity from prosecution to authorized peace officers or other agents while investigating violations of the Health and Safety Code.

D. Use of Intoxicating Beverages/Drugs

1. IRNET Personnel will not use or possess any intoxicating beverage before reporting for duty to the extent that they are impaired, nor will they use intoxicating beverages while on duty. Members will adhere to their respective department policies for the use of intoxicating beverages. IRNET personnel, with the consent of their superior officer, may drink alcoholic beverages while on duty when necessary to accomplish a police purpose.

    a. IRNET personnel who have approval from a superior to drink while involved in a covert operation must:

        1. Not drink to such a degree that their judgment may be impaired.

        2. Not drive a vehicle after such assignment, until reaching an appropriate state of sobriety.

    b. IRNET personnel will ensure that all persons under their control and who have used alcoholic beverages can perform their tasks without becoming a danger to themselves or others.

2. IRNET officers shall not maintain drugs or paraphernalia for their use or provide paraphernalia for use.

3. IRNET personnel shall not use any narcotics or drugs. The only exception would be in a life-threatening situation. If in the best judgment of the employee, failure to use a drug or narcotic could result in death or serious injury, that employee may participate in the use. IRNET personnel will notify their supervisor if they are taking prescribed medication that may interfere with the performance of their job duties.

    During some covert investigations, it may become necessary to simulate the use of narcotics, for example, simulating the smoking of marijuana or the inhalation of stimulant drugs.

    a. As soon as possible after use or simulation, the officer will be examined by a supervisor and, if necessary, by medical personnel to determine the extent of intoxication or effect. A complete report by the officer and his supervisor will be submitted regarding the circumstances of the use of simulation and the effects thereof. Based on this examination and report, appropriate action will be taken if necessary by the IRNET lieutenant.

4. The investigative staff will see that informants under their direction have read and understood the provisions of the Confidential Agreement Form as it applies to the use of alcohol, drugs, and narcotics.

E. Investigative Expenses

IRNET officers will, in the performance of their duties, expend program funds during narcotic investigations. Included in this area will be narcotic purchases, program maintenance, and operational expenses. (Federal agents will adhere to their respective agencies policies).

1. Narcotic Purchases

IRNET officers will have the availability of expending funds for narcotics with prior supervisory approval.

2. Program Maintenance

Will include meals, gasoline, lodging, and money for confidential informants and/or witnesses. Another officer will be present while disbursing these funds or obtaining a signed receipt from the recipient. The purpose is to protect the credibility of IRNET officers. On rare occasions, it is conceivable that an officer will not be able to adhere to the above policy. In those instances, the officer can disburse funds and later advise a supervisor of the circumstances.

3. Operational Expenses

Will include officer expenses in an undercover capacity for food, gasoline, lodging, vehicle rental, special equipment, and any other item deemed necessary by the supervisor to enhance the successful completion of an operation.

F. Confidential Informant Procedures

It will be the responsibility of IRNET sergeants to ensure that the following procedures are followed by investigative personnel while utilizing informant operatives. While assigned to IRNET, federal agents responsible for managing IRNET informants will follow their respective agency's policies while remaining in compliance with the below-listed IRNET policies.

1. Informant Files

An IRNET coded file will be maintained on each informant operative, which will minimally consist of the following:

a. Background Information Sheet and Photograph

b. CII and/or FBI Rap Sheet

c. A report of the prospective investigations in which officers anticipate engaging the informant.

d. A list of investigations in which the informant has participated.

e. De-briefing of current criminal activity that the informant knows.

f. Copies of authorization and follow-up memorandums (if applicable).

g. Informant files shall be kept pursuant to member agency policies and procedures.

h. The IRNET lieutenant shall maintain a copy of informant files in compliance with the San Bernardino County Sheriff's Department policy.

2. Request Memorandum

The investigator wishing to use an informant who is currently charged or is going to be charged will initiate a memorandum requesting authorization:

a. Memorandum addressed to the IRNET lieutenant and District Attorney or United States Attorney from an IRNET supervisor.

b. Contain a summary of charges.

c. Authorization from arresting officer or agency.

d. A general overview of proposed investigations (do not list the suspect's name).

e. The type of investigative assistance informant is expected to provide (information, obtain evidence, a covert operative, testify, etc.).

f. A paragraph outlining the informant's understanding of the District Attorney's and IRNET's involvement, which specifically states that no promises of leniency or specific types of sentencing can be made, and the defendant must enter a guilty plea on the charges. The Court will ultimately handle the disposition and sentencing of the case with which he/she is presently charged. The District Attorney and IRNET can only make recommendations based on their evaluation of the informant's participation in the investigations.

g. Attachments:

i. Informant's current CII and/or FBI Rap Sheet

ii. Confidential Agreement Form

iii. Consent Form

iv. Copy of Crime Reports (if possible)

3. Follow-up Memorandum

After the investigations are completed, a follow-up memorandum shall be written to the District Attorney or United States Attorney outlining the informant's assistance. It will contain the following:

a. Present status of the case pending against informant.

b. Investigations.

c. A general appraisal of aid rendered by the informant (very successful, did not meet the commitment, seemed insincere, etc.).

d. If an informant fails to meet his/her commitments and make himself/herself available to and participate with the investigating officers, the IRNET lieutenant and District Attorney or United States Attorney will be advised immediately by inter-office memorandum. The IRNET lieutenant shall review all follow-up memorandums and status memorandums written to the District Attorney or United States Attorney concerning the Confidential Informants and then hand-carried to the District Attorney or the United States Attorney.

G. Informant Identification

The informant's identity must always be known to the supervisor and IRNET lieutenant.

1. Officers are reluctant to divulge the names of their informants, so access to informant files must be limited on a "need-to-know basis" only.

2. Knowing the name of the informant is not enough. A complete identification package will be maintained.

H. Planning Operations Involving Informants

Planning includes proper time, workforce, and logistical support.

1. The case agent must control the direction of the operations and the informant. They must never place themselves in the position of having to act when there is not enough team members or equipment.

2. The entire relationship and direction must come from the officer.

    a. It is not uncommon for the informant to attempt to become involved in planning.

    b. The informant should not be present at briefings.

I. Undesirable Informants

When a case agent is aware an informant is undesirable, all contact with that informant should cease, and the reasons should be noted in his/her informant package. This information will be disseminated throughout the narcotic enforcement community.

When a case agent determines it necessary, informants will be checked through LACRCIC/WSIN to see if they have been "blackballed" before utilizing them.

J. Shooting Incidents

Any member of IRNET who discharges his weapon during the performance of duty will immediately notify the:

1. Jurisdictional agency of the area in which the discharge took place.

2. IRNET lieutenant, or on-call Sheriff's Duty Captain.

    a. San Bernardino Sheriff's Duty Matrix and current officer-involved policies and procedures shall be complied with.

3. The respective department's Watch Commander from which the officer is employed.

    In those cases where death or serious injury is related to an officer-involved shooting or the operation of a motor vehicle, the jurisdictional agency will handle the full investigation according to departmental policy and procedure.

4. IRNET MOU does not supersede the policy of any member agency.

K. Evidence

1. Collection, Storage, and Testing

The facilities of the San Bernardino County Sheriff's Department will be utilized by IRNET to maintain a proper evidence chain on all items collected in pursuit of case preparation. All evidence obtained during an investigation will be tagged and placed into an appropriate evidence locker without unnecessary delay.

In addition, when handling seized narcotics or money, no less than two (2) officers will be detailed to move or count such contraband. Further, at no time; after seizure and before placement in secure storage will less than two (2) officers be allowed to maintain security on such items.

As a matter of routine, the seized currency will be placed into a plastic bag designed for that purpose. This receptacle will be sealed, dated, and initialed by the case agents and only opened by the appropriate federal or state agency.

Under normal circumstances, currency seized because of IRNET investigations will be forfeited through a state or federal government agency. Because of this, the money will

be turned over as soon as possible after the seizure, and they will conduct an exact count of the cash. Any deviation from these procedures will require the prior approval of the IRNET lieutenant.

ARTICLE X. FISCAL GUIDELINES

A. Payroll Checks and Balances

1. Payroll

Their respective agency will pay all personnel assigned to IRNET.

2. Sick Time

All personnel will utilize sick time following their respective agency's policies and procedures.

Reporting of sick time will be made to the IRNET supervisor. IRNET will notify the officer's agency to ensure proper notification and timekeeping.

3. Overtime

All personnel will attempt to contact/notify the supervisor for approval before working overtime.

All personnel will, as required, work beyond their normal workday or respond on call-outs as deemed necessary by the IRNET lieutenant or supervisor.

Each local agency will have any overtime worked by their respective personnel assigned to IRNET reimbursed by the HIDTA grant, up to the federal cap on overtime reimbursement. All overtime worked after HIDTA funds are expended will be the sole responsibility of each respective agency.

B. Fiscal and Voucher Procedure

Investigative funds are those authorized expenditures incurred by officers while working undercover or on surveillance. They must directly relate to the continuing development of an investigation or informant. The Sheriff of San Bernardino County will provide for the initial funding of this item, and funds will be distributed from the Sheriff's Department Special Appropriation Fund.

A voucher will include a statement as to the reason the money was expended. By signing the voucher, the officer is attesting to the validity and necessity of the expenditure.

a. Date

b. Amount
c. Reason(s)
d. Signature of requester

It shall be submitted to a Sergeant for review and authorization signature of the IRNET lieutenant.

ARTICLE XI. SIGNATURE PAGES

California Department of Alcoholic Beverage Control

The signatures affixed below signify the California Department of Alcoholic Beverage Control agrees to the contents of this Memorandum.

This Memorandum of Understanding outlines the organizational operating policies and procedures for the Inland Regional Narcotics Enforcement Team (IRNET).

As Officers of the Executive Board and representatives of the IRNET member agencies, the signatures affixed below signify our agreement to the contents of this Memorandum:

_____ _____

Armando Gonzales, Division Chief Date
California Department of Alcoholic Beverage Control

Drug Enforcement Administration

The signatures affixed below signify the Drug Enforcement Administration agrees to the contents of this Memorandum.

This Memorandum of Understanding outlines the organizational operating policies and procedures for the Inland Regional Narcotics Enforcement Team (IRNET).

As Officers of the Executive Board and representatives of the IRNET member agencies, the signatures affixed below signify our agreement to the contents of this Memorandum:

_____ _____

William Bodnar, Special Agent in Charge Date
Drug Enforcement Administration

Federal Bureau of Investigations

The signatures affixed below signify the Federal Bureau of Investigations agrees to the contents of this Memorandum.

This Memorandum of Understanding outlines the organizational operating policies and procedures for the Inland Regional Narcotics Enforcement Team (IRNET).

As Officers of the Executive Board and representatives of the IRNET member agencies, the signatures affixed below signify our agreement to the contents of this Memorandum:

_____ _____

Adrian Franco, Special Agent in Charge Date
Federal Bureau of Investigation

Montclair Police Department

The signatures affixed below signify the Montclair Police Department agrees to the contents of this Memorandum.

This Memorandum of Understanding outlines the organizational operating policies and procedures for the Inland Regional Narcotics Enforcement Team (IRNET).

As Officers of the Executive Board and representatives of the IRNET member agencies, the signatures affixed below signify our agreement to the contents of this Memorandum:

_____ _____

Robert Avels, Chief of Police Date
Montclair Police Department

Ontario Police Department

The signatures affixed below signify the Ontario Police Department agrees to the contents of this Memorandum.

This Memorandum of Understanding outlines the organizational operating policies and procedures for the Inland Regional Narcotics Enforcement Team (IRNET).

As Officers of the Executive Board and representatives of the IRNET member agencies, the signatures affixed below signify our agreement to the contents of this Memorandum:

_____ _____

Mike Lorenz, Chief of Police Date
Ontario Police Department

Redlands Police Department

The signatures affixed below signify the Redlands Police Department agrees to the contents of this Memorandum.

This Memorandum of Understanding outlines the organizational operating policies and procedures for the Inland Regional Narcotics Enforcement Team (IRNET).

As Officers of the Executive Board and representatives of the IRNET member agencies, the signatures affixed below signify our agreement to the contents of this Memorandum:

_____ _____

Chris Catren, Chief of Police Date
Redlands Police Department

Rialto Police Department

The signatures affixed below signify the Rialto Police Department agrees to the contents of this Memorandum.

This Memorandum of Understanding outlines the organizational operating policies and procedures for the Inland Regional Narcotics Enforcement Team (IRNET).

As Officers of the Executive Board and representatives of the IRNET member agencies, the signatures affixed below signify our agreement to the contents of this Memorandum:

_____ _____

Mark Kling, Chief of Police Date
Rialto Police Department

Riverside County Sheriff's Department

The signatures affixed below signify the Riverside County Sheriff's Department agrees to the contents of this Memorandum.

This Memorandum of Understanding outlines the organizational operating policies and procedures for the Inland Regional Narcotics Enforcement Team (IRNET).

As Officers of the Executive Board and representatives of the IRNET member agencies, the signatures affixed below signify our agreement to the contents of this Memorandum:

_____ _____

Chad Bianco, Sheriff-Coroner Date
Riverside County Sheriff's Department

San Bernardino Police Department

The signatures affixed below signify the San Bernardino Police Department agrees to the contents of this Memorandum.

This Memorandum of Understanding outlines the organizational operating policies and procedures for the Inland Regional Narcotics Enforcement Team (IRNET).

As Officers of the Executive Board and representatives of the IRNET member agencies, the signatures affixed below signify our agreement to the contents of this Memorandum:

_____ _____

Darren L. Goodman, Chief of Police Date
San Bernardino Police Department

The signatures affixed below signify the agencies agreed to the contents of this Memorandum.

This Memorandum of Understanding outlines the organizational operating policies and procedures for the Inland Regional Narcotics Enforcement Team (IRNET).

As Officers of the Executive Board and representatives of the IRNET member agencies, the signatures affixed below signify our agreement to the contents of this Memorandum:

_____ _____

Shannon D. Dicus, Sheriff-Coroner Date
San Bernardino County Sheriff's Department

U.S. Department of Homeland Security

The signatures affixed below signify the U.S. Department of Homeland Security agrees to the contents of this Memorandum.

This Memorandum of Understanding outlines the organizational operating policies and procedures for the Inland Regional Narcotics Enforcement Team (IRNET).

As Officers of the Executive Board and representatives of the IRNET member agencies, the signatures affixed below signify our agreement to the contents of this Memorandum:

_____ _____

Eddy Wang, [Acting] Special Agent in Charge Date
U.S. Department of Homeland Security

City Council/Successor Agency Meeting **I. 21.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve three Artwork Loan and Display agreements with Rude Calderon, Chad La Fever, and John and Nicolas Meyer for the loan of public art to be displayed on City Property and determine that the agreements are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council determine that approval of the Artwork Loan and Display Agreements are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve three Artwork Loan and Display Agreements with Rude Calderon, Chad La Fever, and John and Nicolas Meyer.

RECOMMENDATION:

Commission Recommendation:

On July 11, 2022, the Cultural Arts Commission recommended that the City Council approve three Artwork Loan and Display agreements with 1) Rude Calderon for the loan of an art sculpture titled "Introspection," 2) Chad La Fever for the loan of an art sculpture titled "Crystalline," and 3) John and Nicolas Meyer, for the loan of an art sculpture titled "Emergence," to be displayed on City property in accordance with the City's Art in Public Places program. The agreements are for a term of two years at a cost not to exceed $3,000 each, for a total of $9,000.

Staff Recommendation:

Staff recommends City Council approve the three Artwork Loan and Display Agreements with: 1) Rude Calderon for the loan of an art sculpture titled "Introspection," 2) Chad La Fever for the loan of an art sculpture titled "Crystalline," and 3) John and Nicolas Meyer, for the loan of an art sculpture titled "Emergence," to be displayed on City Property in accordance with the City's Art in Public Places program. Additionally, staff recommends that the City Council determine approval of the proposed agreements are categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Cultural Arts Commission (Commission) promotes public interest in the arts, recommends new art programs and funding for those programs, and recommends to the City Council policies to encourage, develop, and support the arts in Redlands. The Commission also advises the City Council on the administration of the City's Art in Public Places program.

In March, 2022, a call for artists was posted with the Western States Arts Federation (WESTAF) for the City's Art on Loan program. On May 9, 2022, the Commission recommended that the City Council establish agreements with the three selected artists. A photo of each of the art sculptures is attached for reference. On July 11, 2022, the Commission recommended that the art sculptures be placed at the following established art pad locations throughout the City:

- Rude Calderon, "Introspection" to be placed within the median on Ford Street at Redlands Blvd
- Chad La Fever "Crystalline" to be placed within Texonia Park
- John and Nicolas Meyer, "Emergence" to be placed within Sylvan Park

If the City Council concurs with the Commission's recommendation, the installation of the sculptures will represent the ninth, tenth, and eleventh Art in Public Places sculptures recommended by the Commission and approved by City Council.

ALTERNATIVES:

The City Council may deny the recommendation or direct staff to coordinate alternative actions with the Cultural Arts Commission.

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

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2022-23
Amount:	$9,000
Budgeted Y/N:	Yes
Account No.:	101300

Discussion:

Funding for this expenditure is included in the Facility and Community Services Department's budget for FY 2022-23 as approved by City Council.

Attachments

A. Agreement - Rude Calderon
B. Agreement - Chad La Fever
C. Agreement - John and Nicholas Meyer
D. Art Photos and Locations

ARTWORK LOAN AND DISPLAY AGREEMENT

This agreement for the loan and display of artwork ("Agreement") is made and entered into this 6th day of December, 2022 (Effective Date), by and between the City of Redlands, a municipal corporation ("City"), and Rude Calderon, an individual ("Artist"). City and Artist are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, in support of the City's Art in Public Places program, City's Cultural Arts Commission ("Commission") has considered the submission of various artworks for the purpose of display within the City; and

WHEREAS, the Commission has selected an artwork created by Artist, titled "1. Introspection" (the "Artwork"), as depicted in Exhibit "A" attached hereto; and

WHEREAS, the Commission has recommended to the City Council of the City of Redlands that the Artwork be displayed within City's median on Ford Street at Redlands Boulevard at a precise site to be determined by City (the "Site"); and

WHEREAS, it is the desire of City and Artist to set forth their respective obligations, and the terms and conditions, for City's display of the Artwork within the City;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed by the Parties as follows:

AGREEMENT

Section 1. Compensation.

1.1 Artist hereby permits City to display the Artwork for a period of twenty four (24) consecutive months (the "Display Period"), commencing on December 1, 2022. The Display Period shall end on December 1, 2024, unless earlier terminated as provided for herein.

A. In consideration of Artist's loan and permission for City to display the Artwork, City shall pay Artist the sum of three thousand dollars ($3,000) (the "Payment"). The Payment shall be payable in two installments. The first installment of two thousand ($2,000) shall be payable upon City's installation of the Artwork. The second installment of one thousand dollars ($1,000) shall be payable upon City's removal of the Artwork.

B. City's obligation to make the full Payment to Artist is expressly conditioned upon Artist's timely removal of the Artwork from the Site, to the satisfaction of City. Notwithstanding the foregoing, Artist shall not be entitled to any portion of the Payment in the event this Agreement is terminated, for any reason, prior to City's installation of the Artwork.

Section 2. Installation of the Artwork.

2.1 Artist shall have the sole obligation and liability to transport the Artwork to the Site, within ninety (90) days of the Effective Date of this Agreement.

2.2 City shall have the sole obligation and liability for installation and removal of Artwork at City's sole expense.

2.3 City shall provide Artist with thirty (30) days prior written notice before removal of the Artwork from the Site. Artist shall have the sole obligation and liability for transporting of the Artwork from the Site. If Artist fails to transport the Artwork from the Site at the time of City's removal, then City may remove and dispose of the Artwork as City deems necessary or appropriate, in City's sole discretion, and City may withhold any remaining balance of the Payment. Expenses incurred by City for the disposal of the Artwork in excess of any balance of the Payment then held by City shall be the obligation and liability of Artist who shall reimburse City for the same.

Section 3. Sale of the Artwork.

3.1 Artist may sell the Artwork during the term of this Agreement and, if sold, may assign Artist's rights under this Agreement. However, under no circumstance shall sale of the Artwork terminate this Agreement or adversely affect City's rights hereunder including, but not limited to, City's right of display. Artist shall immediately provide written notification to City upon the sale of the Artwork, and name and contact information for the purchaser of the Artwork. Regardless of any sale, the Artwork shall remain at the Site for no less than six (6) months from the date of installation. Removal of the Artwork is the sole financial responsibility of Artist. City shall be notified at least two (2) weeks prior to removal in order to facilitate work orders for traffic control of the Site. If the Artwork is sold during the term of this Agreement, Artist shall obtain a city of Redlands business license.

Section 4. Liability for Damage.

4.1 City shall insure the Artwork against damage or loss in the amount of twenty thousand dollars ($20,000), which the Parties agree is the fair market value of the Artwork and the full extent of City's liability in the event of its damage or loss.

4.2 City's obligation to provide insurance is solely for the duration of the term of this Agreement, and only while the Artwork is located on City property. Artist is responsible and liable for any damage or destruction of the Artwork that may occur during transportation of the Artwork to and/or from the Site, and during installation and during removal.

Section 5. Ownership and Moral Rights.

5.1 The Artwork shall remain the property of Artist during the term of this Agreement.

5.2 During the term of this Agreement, City shall not make any alterations to the Artwork.

For purposes of this Agreement, the term "alteration" shall mean repair, restore, modify, remove, relocate, sell, dispose of, distort, destroy, mutilate, or deface.

5.3 Artist waives any and all claims, with respect to the Artwork against City, and its elected and appointed officials, officers, employees, and assigns (current and future), arising under the Federal Visual Artist Rights Act, the California Art Preservation Act, and any other local, State, Federal or international laws that convey rights of the same nature as those conveyed under the Civil Code, or any other type of moral right protecting the integrity of works of art. City has no obligation to pursue claims against third parties to remedy or prevent alteration of the Artwork. However, City may pursue claims against third parties for damages, or to restore the Artwork if it has been altered without Artist's authorization.

5.4 Artist hereby grants City the right to photograph, film, videotape, or otherwise depict the Artwork at any time during the term of this Agreement, and to use such photographs, film, videotapes, or depictions at any time thereafter for purposes of promotion relating to the exhibition of the Artwork or City. Such reproduction and images of the Artwork which feature the Artwork as art for publicity, promotion, and educational purposes shall, to the extent reasonably possible and appropriate, give reference to Artist. Reproduction and images of Artwork in which the purpose of the reproduction or image is predominantly unrelated to the Artwork shall not require reference to Artist.

5.5 Artist assigns to City all rights under the Copyright Act of 1976 for the Artwork produced under this Agreement. Notwithstanding the foregoing, City and its assigns are not responsible for defending the Artwork against any third party infringement of copyright and for protecting the attribution rights of Artist. Any registration of a copyright under the State's Register of Copyrights shall be the sole responsibility of City, and the costs of such registration shall be borne by City.

5.6 Ownership of, and title to, the Artwork shall remain with Artist in accordance with Section 5.1 hereof. Artist hereby retains the right to collect the royalty payment provided by Civil Code Section 986. Artist agrees that City is not obligated to make any royalty payments to Artist pursuant to Civil Code Section 986.

Section 6. Artist's Representations and Warranties.

6.1 Artist represents and warrants that:

A. Artist is presently the sole owner of the Artwork and any copyrights therein, and has the full power to enter into and execute this Agreement to City;

B. The Artwork is unique and original and solely the result of the artistic effort of Artist, does not infringe upon any copyright or rights of any person, and is free and clear of any liens or disputes related to property, intellectual or any other rights;

C. The Artwork is free from defective, or inferior materials and workmanship or inherent deficiencies or qualities that cause or accelerate deterioration; and

D. No person has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee and that no member of City has any interest, financially or otherwise in Artist's business.

Section 7. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section.

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

ARTIST
Rude Calderon
5144 Anaheim Rd.
Long Beach, CA 90815
calderonsculpt@aol.com
(626) 673-0955

Section 8. Insurance and Indemnification. Artist shall defend, indemnify, and hold harmless City, and its elected and appointed officials, officers, employees and agents from and against all liabilities, obligations, losses, damages, judgments, costs and expenses, including attorneys' fees, court costs and other litigation costs, arising from or in connection with, any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist or Artist's employees or agents, or any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist or Artist's employees, agents, contractors, or subcontractors, in connection with the Artwork.

Section 9. Non-Discrimination. Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, national origin, or disability in connection with, or related to, the performance of this Agreement.

Section 10. Assignability and Modification. Artist shall not assign or transfer any interest in this Agreement nor the performance of any of Artist's obligations hereunder, and any attempt by Artist to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect, without the prior written consent of City.

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 12. Entire Agreement. This Agreement, including its exhibit and recitals, embodies the entire understanding between the Parties with respect to the Artwork. There are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are

not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Any waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

CITY OF REDLANDS	ARTIST
_____	_____
Paul T. Barich, Mayor	Rude Calderon

ATTEST

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

Artwork by Rude Calderon
"1. Introspection"



Introspection
Kansas fencepost limestone and Baja onyx travertine
77" x 12" x 10"

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

ARTIST

By:_____ Date: _____

Rude Calderon

ARTWORK LOAN AND DISPLAY AGREEMENT

This agreement for the loan and display of artwork ("Agreement") is made and entered into this 6th day of December, 2022 (Effective Date), by and between the City of Redlands, a municipal corporation ("City"), and Chad La Fever, an individual ("Artist"). City and Artist are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, in support of the City's Art in Public Places program, City's Cultural Arts Commission ("Commission") has considered the submission of various artworks for the purpose of display within the City; and

WHEREAS, the Commission has selected an artwork created by Artist, titled "1. Crystalline" (the "Artwork"), as depicted in Exhibit "A" attached hereto; and

WHEREAS, the Commission has recommended to the City Council of the City of Redlands that the Artwork be displayed within City's Texonia Park at a precise site to be determined by City (the "Site"); and

WHEREAS, it is the desire of City and Artist to set forth their respective obligations, and the terms and conditions, for City's display of the Artwork within the City;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed by the Parties as follows:

AGREEMENT

Section 1. Compensation.

1.1 Artist hereby permits City to display the Artwork for a period of twenty four (24) consecutive months (the "Display Period"), commencing on December 1, 2022. The Display Period shall end on December 1, 2024, unless earlier terminated as provided for herein.

A. In consideration of Artist's loan and permission for City to display the Artwork, City shall pay Artist the sum of three thousand dollars ($3,000) (the "Payment"). The Payment shall be payable in two installments. The first installment of two thousand dollars ($2,000) shall be payable upon City's installation of the Artwork. The second installment of one thousand dollars ($1,000) shall be payable upon City's removal of the Artwork.

B. City's obligation to make the full Payment to Artist is expressly conditioned upon Artist's timely removal of the Artwork from the Site, to the satisfaction of City. Notwithstanding the foregoing, Artist shall not be entitled to any portion of the Payment in the event this Agreement is terminated, for any reason, prior to City's installation of the Artwork.

Section 2. Installation of the Artwork.

2.1 Artist shall have the sole obligation and liability to transport the Artwork to the Site, within ninety (90) days of the Effective Date of this Agreement.

2.2 City shall have the sole obligation and liability for installation and removal of Artwork at City's sole expense.

2.3 City shall provide Artist with thirty (30) days prior written notice before removal of the Artwork from the Site. Artist shall have the sole obligation and liability for transporting of the Artwork from the Site. If Artist fails to transport the Artwork from the Site at the time of City's removal, then City may remove and dispose of the Artwork as City deems necessary or appropriate, in City's sole discretion, and City may withhold any remaining balance of the Payment. Expenses incurred by City for the disposal of the Artwork in excess of any balance of the Payment then held by City shall be the obligation and liability of Artist who shall reimburse City for the same.

Section 3. Sale of the Artwork.

3.1 Artist may sell the Artwork during the term of this Agreement and, if sold, may assign Artist's rights under this Agreement. However, under no circumstance shall sale of the Artwork terminate this Agreement or adversely affect City's rights hereunder including, but not limited to, City's right of display. Artist shall immediately provide written notification to City upon the sale of the Artwork, and name and contact information for the purchaser of the Artwork. Regardless of any sale, the Artwork shall remain at the Site for no less than six (6) months from the date of installation. Removal of the Artwork is the sole financial responsibility of Artist. City shall be notified at least two (2) weeks prior to removal in order to facilitate work orders for traffic control of the Site. If the Artwork is sold during the term of this Agreement, Artist shall obtain a city of Redlands business license.

Section 4. Liability for Damage.

4.1 City shall insure the Artwork against damage or loss in the amount of ten thousand dollars ($10,000), which the Parties agree is the fair market value of the Artwork and the full extent of City's liability in the event of its damage or loss.

4.2 City's obligation to provide insurance is solely for the duration of the term of this Agreement, and only while the Artwork is located on City property. Artist is responsible and liable for any damage or destruction of the Artwork that may occur during transportation of the Artwork to and/or from the Site, and during installation and during removal.

Section 5. Ownership and Moral Rights.

5.1 The Artwork shall remain the property of Artist during the term of this Agreement.

5.2 During the term of this Agreement, City shall not make any alterations to the Artwork. For purposes of this Agreement, the term "alteration" shall mean repair, restore, modify, remove, relocate,

sell, dispose of, distort, destroy, mutilate, or deface.

5.3 Artist waives any and all claims, with respect to the Artwork against City, and its elected and appointed officials, officers, employees, and assigns (current and future), arising under the Federal Visual Artist Rights Act, the California Art Preservation Act, and any other local, State, Federal or international laws that convey rights of the same nature as those conveyed under the Civil Code, or any other type of moral right protecting the integrity of works of art. City has no obligation to pursue claims against third parties to remedy or prevent alteration of the Artwork. However, City may pursue claims against third parties for damages, or to restore the Artwork if it has been altered without Artist's authorization.

5.4 Artist hereby grants City the right to photograph, film, videotape, or otherwise depict the Artwork at any time during the term of this Agreement, and to use such photographs, film, videotapes, or depictions at any time thereafter for purposes of promotion relating to the exhibition of the Artwork or City. Such reproduction and images of the Artwork which feature the Artwork as art for publicity, promotion, and educational purposes shall, to the extent reasonably possible and appropriate, give reference to Artist. Reproduction and images of Artwork in which the purpose of the reproduction or image is predominantly unrelated to the Artwork shall not require reference to Artist.

5.5 Artist assigns to City all rights under the Copyright Act of 1976 for the Artwork produced under this Agreement. Notwithstanding the foregoing, City and its assigns are not responsible for defending the Artwork against any third-party infringement of copyright and for protecting the attribution rights of Artist. Any registration of a copyright under the State's Register of Copyrights shall be the sole responsibility of City, and the costs of such registration shall be borne by City.

5.6 Ownership of, and title to, the Artwork shall remain with Artist in accordance with Section 5.1 hereof. Artist hereby retains the right to collect the royalty payment provided by Civil Code Section 986. Artist agrees that City is not obligated to make any royalty payments to Artist pursuant to Civil Code Section 986.

Section 6. Artist's Representations and Warranties.

6.1 Artist represents and warrants that:

A. Artist is presently the sole owner of the Artwork and any copyrights therein, and has the full power to enter into and execute this Agreement to City;

B. The Artwork is unique and original and solely the result of the artistic effort of Artist, does not infringe upon any copyright or rights of any person, and is free and clear of any liens or disputes related to property, intellectual or any other rights;

C. The Artwork is free from defective, or inferior materials and workmanship or inherent deficiencies or qualities that cause or accelerate deterioration; and

D. No person has been employed or retained to solicit or secure this Agreement

for commission, percentage, brokerage or contingent fee and that no member of City has any interest, financially or otherwise in Artist's business.

Section 7. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section.

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

ARTIST
Chad La Fever
1224 Laurel Ave.
Redlands, CA 92373
lafever.bronze@gmail.com
(702) 321-4562

Section 8. Insurance and Indemnification. Artist shall defend, indemnify, and hold harmless City, and its elected and appointed officials, officers, employees and agents from and against all liabilities, obligations, losses, damages, judgments, costs and expenses, including attorneys' fees, court costs and other litigation costs, arising from or in connection with, any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist or Artist's employees or agents, or any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist or Artist's employees, agents, contractors, or subcontractors, in connection with the Artwork.

Section 9. Non-Discrimination. Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, national origin, or disability in connection with, or related to, the performance of this Agreement.

Section 10. Assignability and Modification. Artist shall not assign or transfer any interest in this Agreement nor the performance of any of Artist's obligations hereunder, and any attempt by Artist to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect, without the prior written consent of City.

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 12. Entire Agreement. This Agreement, including its exhibit and recitals, embodies the entire understanding between the Parties with respect to the Artwork. There are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Any waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any

other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

CITY OF REDLANDS	ARTIST
_____	_____
Paul T. Barich, Mayor	Chad La Fever

ATTEST

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

Artwork by Chad La Fever
"1. Crystalline"



Crystalline
72" x 60" x 30"

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

ARTIST

By:_____ Date: _____

Chad La Fever

ARTWORK LOAN AND DISPLAY AGREEMENT

This agreement for the loan and display of artwork ("Agreement") is made and entered into this 6th day of December, 2022 (Effective Date), by and between the City of Redlands, a municipal corporation ("City"), and John and Nicholas Meyer, individuals ("Artists"). City and Artists are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, in support of the City's Art in Public Places program, City's Cultural Arts Commission ("Commission") has considered the submission of various artworks for the purpose of display within the City; and

WHEREAS, the Commission has selected an artwork created by Artists, titled "1. Emergence" (the "Artwork"), as depicted in Exhibit "A" attached hereto; and

WHEREAS, the Commission has recommended to the City Council of the City of Redlands that the Artwork be displayed within City's Sylvan Park at a precise site to be determined by City (the "Site"); and

WHEREAS, it is the desire of City and Artists to set forth their respective obligations, and the terms and conditions, for City's display of the Artwork within the City;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed by the Parties as follows:

AGREEMENT

Section 1. Compensation.

1.1 Artists hereby permits City to display the Artwork for a period of twenty-four (24) consecutive months (the "Display Period"), commencing on December 1, 2022. The Display Period shall end on December 1, 2024, unless earlier terminated as provided for herein.

A. In consideration of Artist's loan and permission for City to display the Artwork, City shall pay Artists the sum of three thousand dollars ($3,000) (the "Payment"). The Payment shall be payable in two installments. The first installment of two thousand dollars ($2,000) shall be payable upon City's installation of the Artwork. The second installment of one thousand dollars ($1,000) shall be payable upon City's removal of the Artwork.

B. City's obligation to make the full Payment to Artists is expressly conditioned upon Artist's timely removal of the Artwork from the Site, to the satisfaction of City. Notwithstanding the foregoing, Artists shall not be entitled to any portion of the Payment in the event this Agreement is terminated, for any reason, prior to City's installation of the Artwork.

Section 2. Installation of the Artwork.

2.1 Artists shall have the sole obligation and liability to transport the Artwork to the Site, within ninety (90) days of the Effective Date of this Agreement.

2.2 City shall have the sole obligation and liability for installation and removal of Artwork at City's sole expense.

2.3 City shall provide Artists with thirty (30) days prior written notice before removal of the Artwork from the Site. Artists shall have the sole obligation and liability for transporting of the Artwork from the Site. If Artists fails to transport the Artwork from the Site at the time of City's removal, then City may remove and dispose of the Artwork as City deems necessary or appropriate, in City's sole discretion, and City may withhold any remaining balance of the Payment. Expenses incurred by City for the disposal of the Artwork in excess of any balance of the Payment then held by City shall be the obligation and liability of Artists who shall reimburse City for the same.

Section 3. Sale of the Artwork.

3.1 Artists may sell the Artwork during the term of this Agreement and, if sold, may assign Artist's rights under this Agreement. However, under no circumstance shall sale of the Artwork terminate this Agreement or adversely affect City's rights hereunder including, but not limited to, City's right of display. Artists shall immediately provide written notification to City upon the sale of the Artwork, and name and contact information for the purchaser of the Artwork. Regardless of any sale, the Artwork shall remain at the Site for no less than six (6) months from the date of installation. Removal of the Artwork is the sole financial responsibility of Artists. City shall be notified at least two (2) weeks prior to removal in order to facilitate work orders for traffic control of the Site. If the Artwork is sold during the term of this Agreement, Artists shall obtain a city of Redlands business license.

Section 4. Liability for Damage.

4.1 City shall insure the Artwork against damage or loss in the amount of twelve thousand dollars ($12,000), which the Parties agree is the fair market value of the Artwork and the full extent of City's liability in the event of its damage or loss.

4.2 City's obligation to provide insurance is solely for the duration of the term of this Agreement, and only while the Artwork is located on City property. Artists is responsible and liable for any damage or destruction of the Artwork that may occur during transportation of the Artwork to and/or from the Site, and during installation and during removal.

Section 5. Ownership and Moral Rights.

5.1 The Artwork shall remain the property of Artists during the term of this Agreement.

5.2 During the term of this Agreement, City shall not make any alterations to the Artwork. For purposes of this Agreement, the term "alteration" shall mean repair, restore, modify, remove, relocate,

sell, dispose of, distort, destroy, mutilate, or deface.

5.3 Artists waives any and all claims, with respect to the Artwork against City, and its elected and appointed officials, officers, employees, and assigns (current and future), arising under the Federal Visual Artists Rights Act, the California Art Preservation Act, and any other local, State, Federal or international laws that convey rights of the same nature as those conveyed under the Civil Code, or any other type of moral right protecting the integrity of works of art. City has no obligation to pursue claims against third parties to remedy or prevent alteration of the Artwork. However, City may pursue claims against third parties for damages, or to restore the Artwork if it has been altered without Artist's authorization.

5.4 Artists hereby grants City the right to photograph, film, videotape, or otherwise depict the Artwork at any time during the term of this Agreement, and to use such photographs, film, videotapes, or depictions at any time thereafter for purposes of promotion relating to the exhibition of the Artwork or City. Such reproduction and images of the Artwork which feature the Artwork as art for publicity, promotion, and educational purposes shall, to the extent reasonably possible and appropriate, give reference to Artists. Reproduction and images of Artwork in which the purpose of the reproduction or image is predominantly unrelated to the Artwork shall not require reference to Artists.

5.5 Artists assigns to City all rights under the Copyright Act of 1976 for the Artwork produced under this Agreement. Notwithstanding the foregoing, City and its assigns are not responsible for defending the Artwork against any third-party infringement of copyright and for protecting the attribution rights of Artists. Any registration of a copyright under the State's Register of Copyrights shall be the sole responsibility of City, and the costs of such registration shall be borne by City.

5.6 Ownership of, and title to, the Artwork shall remain with Artists in accordance with Section 5.1 hereof. Artists hereby retains the right to collect the royalty payment provided by Civil Code Section 986. Artists agrees that City is not obligated to make any royalty payments to Artists pursuant to Civil Code Section 986.

Section 6. Artist's Representations and Warranties.

6.1 Artists represents and warrants that:

A. Artists is presently the sole owner of the Artwork and any copyrights therein, and has the full power to enter into and execute this Agreement to City;

B. The Artwork is unique and original and solely the result of the Artistic effort of Artists, does not infringe upon any copyright or rights of any person, and is free and clear of any liens or disputes related to property, intellectual or any other rights;

C. The Artwork is free from defective, or inferior materials and workmanship or inherent deficiencies or qualities that cause or accelerate deterioration; and

D. No person has been employed or retained to solicit or secure this Agreement

for commission, percentage, brokerage or contingent fee and that no member of City has any interest, financially or otherwise in Artist's business.

Section 7. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section.

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

ARTISTS
John & Nicholas Meyer
31915 Rancho California Rd. 290
Temecula, CA 92591
nmeyer28th@me.com
(858) 342-6315

Section 8. Insurance and Indemnification. Artists shall defend, indemnify, and hold harmless City, and its elected and appointed officials, officers, employees and agents from and against all liabilities, obligations, losses, damages, judgments, costs and expenses, including attorneys' fees, court costs and other litigation costs, arising from or in connection with, any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artists or Artist's employees or agents, or any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artists or Artist's employees, agents, contractors, or subcontractors, in connection with the Artwork.

Section 9. Non-Discrimination. Artists shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, national origin, or disability in connection with, or related to, the performance of this Agreement.

Section 10. Assignability and Modification. Artists shall not assign or transfer any interest in this Agreement nor the performance of any of Artist's obligations hereunder, and any attempt by Artists to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect, without the prior written consent of City.

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 12. Entire Agreement. This Agreement, including its exhibit and recitals, embodies the entire understanding between the Parties with respect to the Artwork. There are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Any waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any

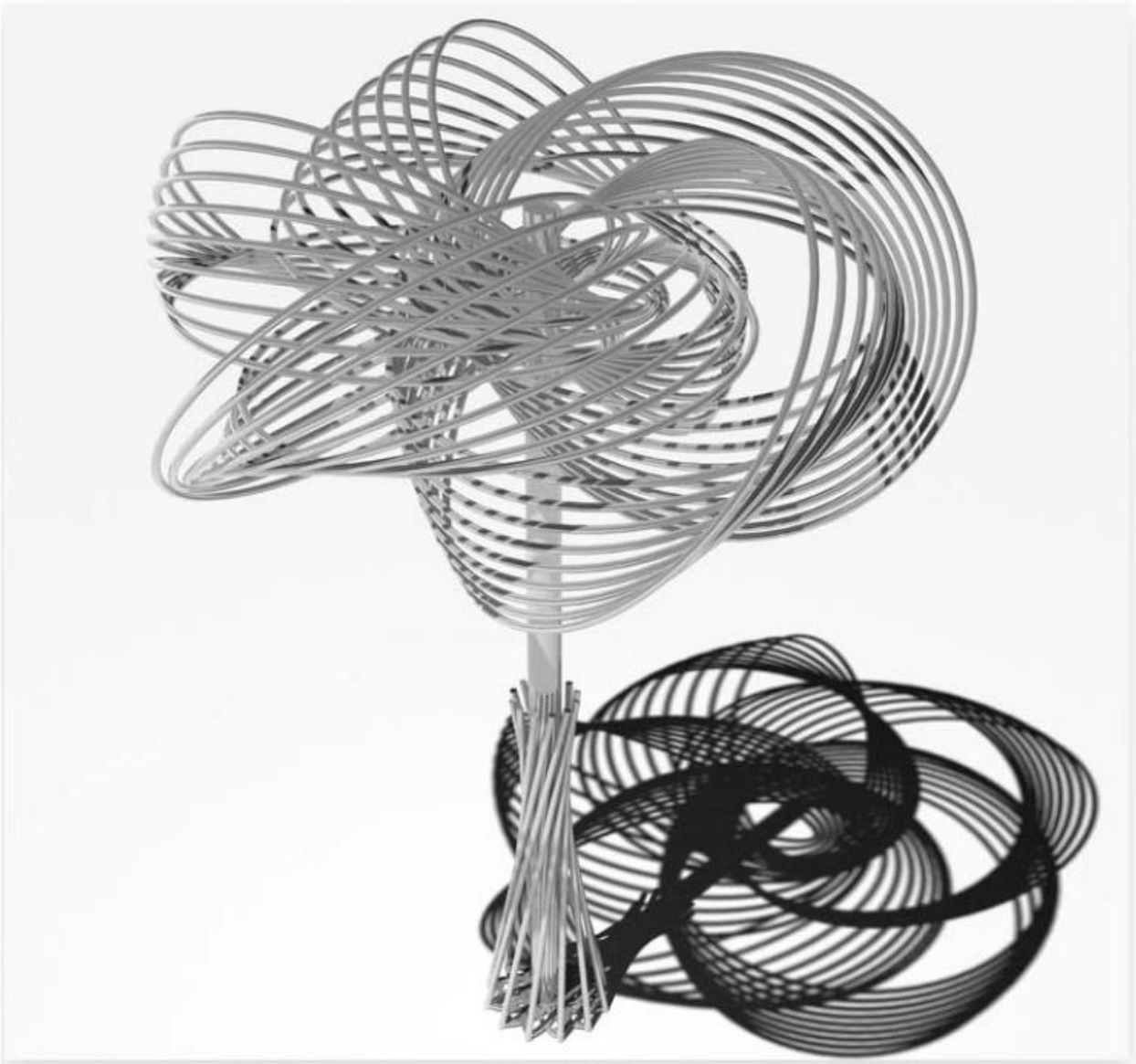
other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

CITY OF REDLANDS	ARTISTS
_____	_____
Paul T. Barich, Mayor	John Meyer
ATTEST	
_____	_____
Jeanne Donaldson, City Clerk	Nicholas Meyer

EXHIBIT "A"

Artwork by John and Nicholas Meyer
"1. Emergence"



Emergence
Wind Driven Kinetic Steel Sculpture
12' x 6.5' x 6.5'

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

ARTISTS

By:_____ Date: _____
John Meyer

By:_____ Date: _____
Nicholas Meyer

Rude Calderon "Introspection,"

Ford Median Art Pad at Redlands Blvd

Statement: Inspiration for my art is drawn from nature, and the fascination with our planet and its myriad life forms and expressions, observing that nature is in a state of constant motion and renewal. Stone sculpture is at the core of my artistic discipline. For me, geology is a means to understand nature's forms, and structures; its use as a medium is an insightful and influential element in my exploration of sculpture. Marble, travertine, limestone, basalt, and translucent onyx (for its luminescent qualities) are some of my preferred stones in my work. In outdoor and public art stones utilized withstand varying types of extreme weather conditions as well as being low maintenance. Different regions' stones are symbolically used in the composition, they are metaphors for humanity's constant movement and integration. The hand-carved sculpture is time-consuming and requires a high level of craftsmanship, my homage to art history, and my antecedents' artistic heritage.



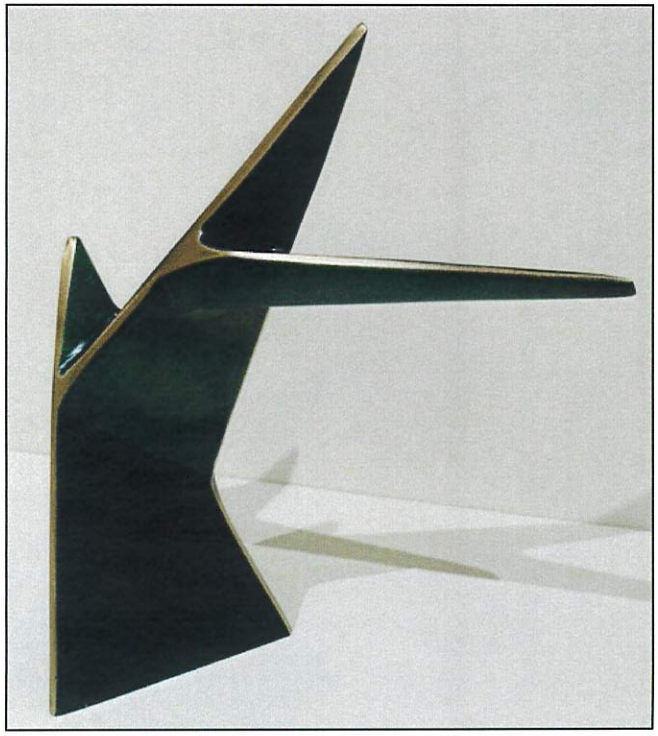


Kansas Fencepost Limestone and Baja Onyx Travertine

Chad La Fever "Crystalline,"

Texonia Park Art Pad – Texas and Lugonia

Statement: I am a sculptor with more than eight years of professional sculptural fabrication experience, based in Redlands, CA. As an abstract sculptor, I am drawn to organic shapes and forms, inspired from the natural world. I gravitate towards imagery that combines organic elements with human culture and experience. I enjoy creating public art that viewers can walk through, stand within, or otherwise physically interact with, providing more meaningful and memorable experiences compared to simply viewing art. The hard edges and shapes of Crystalline are reminiscent of the terrain surrounding Redlands, and evoke imagery of rugged mountain silhouettes, desert landscapes and vegetation.



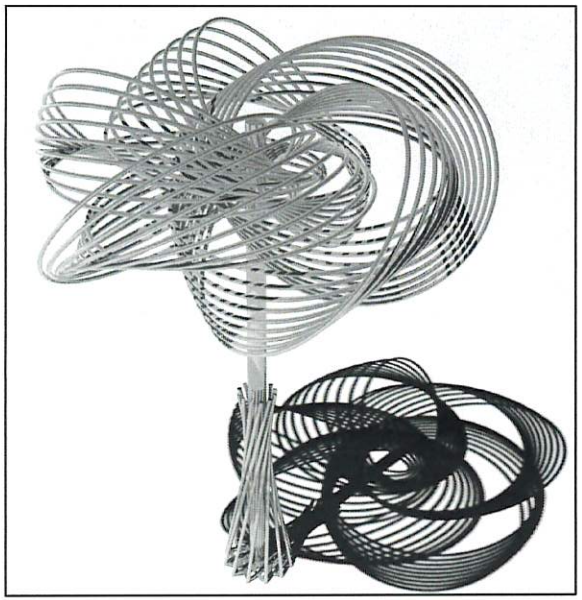
Stainless Steel Sculpture dyed a deep emerald green



John and Nicolas Meyer, "Emergence"

Sylvan Park Art Pad - Colton and University

Statement: This piece, 'Emergence' is a wind driven kinetic sculpture with a loose basis on the Hopf Fibration, a 3 dimensional shadow of a section of a great circles on a 4 dimensional sphere. More plainly, this is a glimpse into the 4th spatial dimension in a beautiful form. Art should illuminate what is hidden, reveal what we've become blind to, intentionally or unintentionally. It should remind us of fundamental human errors and the connections between vices and virtues.



Wind Driven Kinetic Steel Sculpture



City Council/Successor Agency Meeting **I. 22.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve cooperative purchase orders with Trendway Furniture in an amount not to exceed $45,273 and with Global Industries in an amount not to exceed $112,421 for furnishings at the State Street City Hall facility located at 300 E. State Street; and approve a sole source purchase order with Consolidated Office Systems in an amount not to exceed $26,176 for installation of the furnishings and approval of an additional appropriation for the same (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 approve cooperative purchase orders with Trendway Furniture in an amount not to exceed $45,273 and with Global Industries in an amount not to exceed $112,421 for furnishings at the State Street City Hall facility located at 300 E. State Street; and

2. I move that City Council approve a sole source purchase order with Consolidated Office Systems in an amount not to exceed $26,176 for installation of the furnishing.

3. I move to approve an additional appropriation in the amount of $183,870.

RECOMMENDATION:

Staff recommends the City Council approve cooperative purchase orders with Trendway Furniture in an amount not to exceed $45,273 and with Global Industries in an amount not to exceed $112,421 for furnishings at the State Street City Hall facility located at 300 E. State Street; and approve a sole source purchase order with Consolidated Office Systems in an amount not to exceed $26,176 for installation of the furnishings and approve an additional appropriation in the amount of $183,870.

DISCUSSION:

In October, 2021, the City acquired the facility located at 300 E. State Street for the purpose of establishing a new City Hall facility. Upon evaluation of space needs at the existing Cajon Street Civic Center location, staff determined that significant renovations would be required to accommodate staffing needs within the Human Resources and Fire Department work spaces. There is an available suite with adequate space for the City Council and City Manager's office staff within the new City Hall State Street facility. Staff have determined it is fiscally advantageous to relocate the City Council and City Manager's staff to the State Street facility and utilize the existing furniture within the existing Cajon Street facility office space to accommodate the space needs of the staff within the Human Resources and Fire Departments.

The requested cooperative (intergovernmental/piggyback) purchase orders and associated sole source purchase order for the installation of the furnishings will allow the procurement of furniture for use within the offices at the State Street facility. The expenditure includes furnishings and seating for the Mayor, City Council Members, 11 staff offices, two cubicle work areas, one large conference room as well as reception and break room areas. The cost for furnishing all offices is approximately $39.91 per square foot which is consistent with industry norms. Utilization of the available office space at the State Street facility and re-use of the existing furnishings and seating for staff at the Cajon Street Civic Center will substantially reduce the costs for renovations within the Human Resources and Fire Department work areas. With City Council approval, the funding for these expenditures will be allocated from the Safety/City Hall Replacement fund.

ALTERNATIVES:

City Council may elect not to approve the cooperative purchase orders 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:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year:	FY 2022-23
Appropriation Required Y/N:	Y
Amount:	$183,870
Account No.:	406501.7901

Discussion:

This expenditure will be allocated from the Safety/City Hall Replacement Fund. The current unrestricted balance of this fund is $2,630,588.

Attachments

A. Additional Appropriation Form

B. Sole-Single Source Request Form

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/6/2022

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**
Safety/City Hall Replacement non-capital expense	406501	7901		$ 183,870.00
				$ $ 183,870.00

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

JUSTIFICATION: Furnishings for State Street City Hall offices
12/6/22 CC MTG

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

Sole Source/ Single Source/ Standardization Form

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

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

Date: 12/6/22

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ $26,176

Proposed Vendor: Consolidated Office System

Request Term: _____

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

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

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

Consolidated Office Systems is the coordinating vendor for the cooperative purchases from Global and Trendway Furniture, therefore quotes for delivery and assembly from other vendors are not available.

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

We would utilize city staff to assemble the furniture

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

_____

Prepared by Date

_____

Department Director Date

Purchasing Approvals

_____

Purchasing Agent Approval Date

_____

City Manager Approval Date

City Council/Successor Agency Meeting **I. 23.**

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a disbursement of $207,768 to the American Youth Soccer Association ("AYSO") as pro-rated reimbursement of funds received in connection with the City's construction of the Redlands Sports Park and an additional appropriation from the Parks Development Fund (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 approve the disbursement of $207,768 to the American Youth Soccer Association ("AYSO") as pro-rated reimbursement of funds received in connection with the City's construction of the Redlands Sports Park; and

2. I further move that City Council approve an additional appropriation of $207,768 from the Park Development Fund balance.

RECOMMENDATION:

Staff recommends that City Council approve the disbursement amount as described in the agreement with AYSO, and the additional appropriation of funds from the Park Development Fund.

DISCUSSION:

In March of 2008, the City and AYSO entered into a 25-year Field Use and Youth Soccer Program Agreement (the "Agreement") for the Redlands Sports Park. As part of this Agreement, AYSO paid the City $500,000 that was applied to the construction of the Redlands Sports Park. The $500,000 represented an annual charge by the City of $20,000 for each year of use and programming of the fields by AYSO during the 25-year term.

City staff have been working with AYSO on a new exclusive use agreement that will replace the previous one to ensure the fields remain safe and properly maintained.

On June 14, 2022, AYSO was provided a 180-day notice of termination of the current agreement in accordance with Section 23, effective December 14, 2022. Staff have determined the payout owed to AYSO, in accordance with Section 4 of the Agreement, to be $207,768 based on the remaining value of the initial $500,000 payment and interest calculated using the current rate at which the city earns in the State's Local Agency Investment Fund (1.35% as of 3rd quarter 2022 posting).

ALTERNATIVES:

City Council may elect to withdraw the termination notice and maintain the current agreement.

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:
Don Craw, Sr Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year:	2023
Revenue Generating:	NO
Appropriation Required Y/N:	Y
Amount:	$207,768
Budgeted Y/N:	NO

Account No.: 250300-6501

Discussion:

Staff is recommending an additional appropriation in the amount of $207,768 for the disbursement to AYSO in accordance with Section 4 of the Agreement, which will be offset with the release of Park Development Funds.

The use of Park Development Funds is appropriate based on the construction of restrooms that the initial payment of $500,000 by AYSO was utilized for, as described in Section 3 of the Agreement.

The current cash balance of Park Development Fund (250) is $2,156,054 as of June 30, 2022

Attachments

Additional Appropriation Form

2008 AYSO Agreement with City

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 11/17/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Parks	250300	6501		$ 207,768.00
				$ $ 207,768.00

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

JUSTIFICATION: Funds to be parid to AYSO for reimbursement on early termination per Section 4 of agreement. Calculated based on remaining balance of initial funds paid to city and interest based on current LAIF rate. Funds paid to city were used to construct restroom at Redlands Sports Park. Anticipated Council Date of 12/6/2022

Requested By: Chris Boatman
Department Head

Recommended By Finance Director:

Yes ✓ No _____ Signed _____

Recommended: _____
City Manager

Comments: Pending additional review by CA.

Approved by City Council:

Date: _____

Signed: _____
City Clerk

FIELD USE AND YOUTH SOCCER PROGRAM AGREEMENT
FOR THE REDLANDS SPORTS PARK

This agreement for field use and the provision of a youth soccer program ("Agreement") is made and entered into this 4th day of March, 2008 ("Effective Date") by and between the City of Redlands, a municipal corporation ("City"), and the American Youth Soccer Organization ("AYSO"), a nonprofit organization organized under the laws of the State of California, relating to the use and programming of eight (8) City soccer fields (the "Fields") located on the property commonly known as Redlands' sports park. City and AYSO are sometimes individually referred to herein as a "Party" and collectively, as the "Parties."

RECITALS

A. City owns approximately one hundred (100) acres of real property bounded by Wabash Avenue, San Bernardino Avenue, Dearborn Street and Sessums Drive in the City of Redlands on which it intends to construct a multi-recreational sports park. As part of its sports park, City proposes to construct approximately eight (8) high quality, regulation, competition soccer fields, and a general recreation play/practice area for soccer within a detention basin at the sports park and the installation of irrigation, turf, lighting and restroom improvements for the Fields. Construction will occur in three phases which are referred to herein as "Phase Ia," "Phase 1b" and "Phase 1c." Phase 1a consists of grading of the Fields and the construction of certain infrastructure improvements. Phase 1b refers to the installation of irrigation, turf, lighting and restroom improvements for the Fields, and Phase 1c consists of installing irrigation and turf for the remaining proposed soccer fields, and additional lighting. See Exhibit "B," attached, for the location of Phase 1c.

B. City wishes to contract for the scheduling and operation of a youth soccer program at the sports park and for assistance in maintaining the quality of the Fields with an experienced entity. AYSO has such experience in conducting youth soccer programs in the City. Therefore, City and AYSO wish to enter into this Agreement to provide for a long term operations and programming arrangement for youth soccer at City's sports park. It is the intent of the Parties that by entering into this Agreement, that youth sports programs in the City of Redlands will be promoted and enhanced. To provide the optimum beneficial use of the sports park facilities, City and AYSO commit to work cooperatively on scheduling for the Fields.

C. Except for those activities taking place on school district property, it is the intent of the Parties that, upon completion of the Fields, AYSO shall conduct all of its youth soccer programs within the City upon the Fields pursuant to the terms and conditions of this Agreement.

In consideration of the mutual promises contained herein, and for such other good and

valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and the American Youth Soccer Organization agree as follows:

AGREEMENT

Section 1. Recitals. The Parties acknowledge and agree that the foregoing recitals are true and correct, and that they are incorporated into this Agreement by this reference.

Section 2. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and shall be for a period of twenty-five (25) years, unless earlier terminated pursuant to the provisions of this Agreement.

Section 3. Payment for Field Use. Within ninety (90) days from the award of a contract for the restroom facilities, AYSO shall pay to City the sum of five hundred thousand dollars ($500,000), which represents an annual charge by City of twenty thousand dollars ($20,000) for each year of use and programming of the Fields by AYSO during the term of this Agreement. City shall apply such payment to the costs incurred by City in connection with its construction of the Fields at City's sports park.

Section 4. Reimbursement on Early Termination. In the event this Agreement is terminated prior to its term being completed, City shall reimburse AYSO on a pro-rata basis, and with interest calculated at the then-existing rate at which City earns interest on its investments in the State's Local Agency Investment Fund, any monies paid by AYSO to City towards construction of the Fields for the unexpired portion of the term of this Agreement, including without limitation the payments made by AYSO under Section 3; provided, however, that if termination is a result of AYSO's default under this Agreement, City shall be entitled to deduct from such reimbursement an amount equivalent to any damages sustained by City as result of AYSO's default.

Section 5. Designation of Fields. The specific Fields that are the subject of this Agreement are the eight (8) regulation, competitive soccer fields which are identified on the map attached hereto as Exhibit "A."

Section 6. Permitted Use. The Fields shall be used by AYSO solely for the purpose of operating a youth soccer program and any fund raising activities undertaken by AYSO in support of its youth soccer program. No improvements shall be made or constructed on or around the Fields by AYSO, except with the prior written consent of City. AYSO shall have use of the Fields from 4:30 pm to 10:00 pm Monday through Friday, 6:00 am to 10:00 pm Saturday and Sunday. Sunday is normally a rest day for the Fields. City shall have use of the Fields for youth related activities at all other times, and shall consult with and coordinate its use of the Fields during such times with AYSO. To support this coordination effort, City hereby designates its Community Services Superintendent as liaison to AYSO's Regional Commissioner to facilitate scheduling of the Fields. At least annually, City and AYSO shall meet to determine

mutually agreeable City-operated youth programs that may utilize the Fields cooperatively with AYSO's programs. It is the express intent of City and AYSO that all use of the Fields by either Party shall maintain the integrity and quality of the Fields, and that no use of the Fields be approved for adult sports programs, or any other activity that would denigrate the quality of the Fields. A general schedule of availability showing all available times for use, and any scheduled downtime for "resting," weather related closures, and maintenance of the Fields, shall be maintained by AYSO and published on its website at www.redlandsayso.org.

Section 7. Maintenance of Fields.

A. City Obligation: City shall be responsible for maintenance of the Fields. For purposes of this Agreement, "maintenance" shall include, but not be limited to, watering, mowing and maintenance of turf, and repair and maintenance of the irrigation systems serving the Fields. Further, City shall be responsible for maintenance of all other infrastructure associated with or supporting the Fields, including but not limited to, lights, buildings and pavement. After the completion of construction of Phase Ib and between the dates of July 1 and August 15 of each year during the term of this Agreement, City and AYSO shall meet and agree upon minimum standards for turf maintenance of the Fields.

B. AYSO Obligation: After the completion of construction for Phase Ib in accordance with the plans and specifications and all applicable laws and, prior to any use or occupancy of the Fields by AYSO, AYSO shall pay annually to City the sum of thirty thousand dollars ($30,000) towards City's maintenance costs for the Fields for such year, and shall provide City with volunteer labor towards annual maintenance of the Fields having an agreed upon "value" of fifteen thousand dollars ($15,000). After the fifth annual payment, each subsequent annual payment, and the "value" of the provided labor, shall be adjusted by an amount equivalent to the percentage change in the consumer price index - all urban consumers (Los Angeles - Riverside - Orange County). All volunteer labor provided by AYSO for the Fields shall comply with the requirements of California Labor Code section 1720.4 as of the Effective Date of this Agreement, or as such section is subsequently amended. AYSO acknowledges and agrees that it is informed by City that AYSO's failure to comply with California Labor Code section 1720.4 may cause such volunteer labor to be deemed a "public work" for purposes of California Labor Code section 1720 et seq, (including the payment of prevailing wages for public works) and that AYSO shall be solely responsible for compliance with such public works laws. AYSO acknowledges and agrees that this section satisfies City's obligations imposed by California Labor Code section 1781. From time to time, AYSO, with the prior written consent of City, may undertake special work projects at the Fields, such as rehabilitation or vandalism repair, to support its youth soccer program and enhance the Fields. If the value of such special work projects exceeds the value of AYSO's annual labor contribution for that year, the City shall credit the value attributed to such special work project against the subsequent year's annual cash contribution, up to a maximum of ten thousand dollars ($10,000) in any one year. The "value" of the special work projects shall be agreed upon by City and AYSO prior to AYSO undertaking any such work.

C. Scheduling of Volunteer Labor: After the completion of construction of Phase Ib and between the dates of July 1 and August 15 of each year during the term of this Agreement, City and AYSO shall meet and agree upon a schedule of the volunteer work to be performed by AYSO and its value.

Section 8. Construction of Future Phase Ic Fields. As part of Phase Ic of City's construction of its sports park, City intends to construct an additional recreation play/practice area in the detention basin. To ensure efficient and economical operations, use and scheduling of youth soccer programs at its sports park, City and AYSO agree that AYSO shall have a "first right of refusal" to use and operate its youth soccer program on any future soccer fields constructed within Phase Ic at the Sports Park, on terms and conditions substantially similar to those contained in this Agreement. At least ninety (90) days prior to the completion of construction of any such future soccer fields, City and AYSO shall enter into good faith negotiations for an agreement for the use and operation of a youth soccer program for such fields. The terms and conditions of any such agreement shall reflect the relative contributions, in cash or by volunteer labor, of AYSO to the Phase Ic project. In the event the Parties fail to reach an agreement within ninety (90) days after the completion of construction of such future field, City shall be entitled to enter into negotiations with other persons and entities for the use of the future fields and AYSO's "first right of refusal" shall be deemed terminated. Notwithstanding the foregoing and any other provision of this Agreement, no provision of this Agreement shall be construed as requiring or otherwise obligating City to construct any future soccer fields.

Section 9. Non Discrimination. AYSO shall make its soccer program for the Fields available to all youth, and AYSO shall not discriminate against any youth because of race, religion, color, national original, handicap, ancestry or sex.

Section 10. Waste or Nuisance. AYSO shall not commit, and use reasonable efforts not to permit the commission by others of, any waste or nuisance on the Fields, and AYSO shall not use or permit the use of the Fields for any unlawful purpose.

Section 11. Compliance with Laws. AYSO shall keep itself fully informed of and shall comply with all applicable federal, state, county and City laws, regulations and rules governing or applicable to AYSO's use and occupancy of the Fields, whether those laws are now in force or are subsequently enacted. AYSO shall be solely liable for all violations of such laws, regulations and rules in connection with AYSO's use of the Fields. The judgment of any court of competent jurisdiction, or the admission by AYSO in a proceeding brought against AYSO by any governmental entity that AYSO has violated any such law shall be conclusive as between City and AYSO and shall constitute cause for immediate termination of this Agreement by City. Notwithstanding the foregoing AYSO shall not be responsible for hazardous waste or other conditions not specifically caused by AYSO.

Section 12. Utilities. During the term of this Agreement, AYSO shall be responsible for payment of the cost of electricity to light the Fields directly to the provider of such electric utility. City shall be responsible for the payment of the cost of all other utilities to the Fields,

including all storage areas and snack facilities that may be constructed at the Fields.

Section 13. Indemnity. AYSO shall defend, indemnify and hold harmless City and its elected officials, officers and employees from and against any and all liability resulting exclusively from AYSO's and its agents', employees', and invitees' negligent and/or intentionally wrongful acts and omissions in connection with and during the course of their occupation and use of the Fields, specifically including, without limitation any claim, liability, loss or damage arising by reason of:

(A) The death or injury of any person or persons, including any person who is an employee or agent of AYSO, or by reason of the damage to or destruction of any property, including property owned by AYSO or any person who is an employee or agent of AYSO, and caused or allegedly caused by either the condition of the Fields, or some act or omission of AYSO or of some agent, contractor, employee or invitee of AYSO on the Fields;

(B) Any work performed on the Fields or materials furnished to the Fields at the insistence or request of AYSO or any agent, employee or invitee of AYSO, other than work performed by City, its agents, employees or contractors; and

(C) AYSO's failure to perform in any material respect any obligation under this Agreement or to comply with any requirement of law or any requirement imposed on City by any duly authorized governmental agency applicable to AYSO's use of the Fields.

Section 14. Indemnity. City shall defend, indemnify and hold harmless AYSO and its elected officials, officers and employees from and against any and all liability resulting exclusively from City's and its officials, employees, agents and invitees negligent and/or intentionally wrongful acts and omissions in connection with their occupation and use of the Fields, specifically including without limitation, any claim, liability other than those covered by Section 13 but including, loss or damage arising by reason of:

(A) The death or injury of any person or persons, including any person who is an employee or agent of City, or by reason of the damage to or destruction of any property, including property owned by City or any person who is an employee or agent of City, and caused or allegedly caused by either the condition of the Fields, or some act or omission of City or of some agent, contractor, employee or invitee of City on the Fields;

(B) Any work performed on the Fields or materials furnished to the Fields at the insistence or request of City or any agent or employee of City, other than work performed by AYSO, its agents, employees or contractors; and

(C) City's failure to perform any obligation under this Agreement or to comply with any requirement of law or any requirement imposed on City by any duly authorized governmental agency.

Section 15. Public Liability and Property Damage Insurance. AYSO shall, at its own cost and expense, procure and maintain during the term of this Agreement public liability insurance and property damage insurance issued by an insurance company acceptable to City and insuring City against loss or liability caused by or associated with AYSO's occupation and use of the Fields in amounts not less than:

(A) One Million Dollars ($1,000,000) for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than Two Million Dollars ($2,000,000) for injury to or death of two or more persons as a result of any one accident or incident; and

(B) Five Hundred Thousand Dollars ($500,000) for damage to or destruction of any property of AYSO or others.

The insurance required under this section shall be issued by a responsible insurance company authorized to do business in California and shall be in a form reasonably satisfactory to City. The insurance shall name City as an additional insured and such insurance shall be primary and non-contributing to any other insurance or self-insurance maintained by City. In addition, AYSO shall maintain, at AYSO's own cost and expense, an insurance policy issued by a reputable company authorized to conduct insurance business in California insuring for their full insurable value all fixtures and equipment, in or on the Fields against damage or destruction by fire, theft or the elements. Each of the insurance policies shall be in a form reasonably satisfactory to City and shall carry an endorsement that, before modifying or canceling any policy, the issuing insurance company shall give City at least thirty (30) days prior written notice. Duplicate originals or certificates of all such insurance policies shall be delivered by AYSO to the Risk Management Division of the City's Finance Department prior to AYSO occupying or making any use of the Fields. Such insurance shall be limited to the use of the Fields by AYSO.

Section 16. Restriction against Subletting or Assignment. AYSO shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Fields or any of the improvements that may now or hereafter be constructed or installed on the Fields. AYSO shall not sublet the Fields or any part of the Fields or allow any other person, other than AYSO's agents, employees and invitees to occupy the Fields without the prior written consent of City. The consent by City to one assignment, one subletting or one occupation of the Fields by another person or entity shall not be deemed to be consent to any subsequent assignment, subletting or occupation of the Fields by another person or entity. Any encumbrance, assignment, transfer or subletting without the prior written consent of City, whether voluntary or involuntary, by operation of law or otherwise, is void and shall at the option of City, be cause for the immediate termination of this Agreement. The consent of City to any assignment of AYSO's interest in this Agreement or the subletting by AYSO of the Fields or portions of the Fields shall not be unreasonably withheld.

Section 17. Possessory Interest. AYSO acknowledges and agrees that in the event any governmental authority having appropriate jurisdiction determines that AYSO's use, occupancy and programming of the Fields results in the determination that AYSO has a possessory interest in the Fields as defined by California Revenue and Taxation Code section 107 et seq, that such possessory interest may be subject to property taxation, and that AYSO shall be obligated and solely responsible for the payment of property taxes levied on such possessory interest.

Section 18. Default

A. AYSO's Default. The occurrence of any of the following shall constitute a default by AYSO:

(1) Failure to Perform. AYSO's failure to perform in any material respect any covenant or provision of this Agreement, if the failure to perform is not cured within thirty (30) days after delivery by City to AYSO of written notice of default specifying with particularity the nature of the default. If the failure to perform cannot reasonably be cured within thirty (30) days, AYSO shall not be in default of this Agreement if AYSO commences to cure the failure to perform within the thirty (30) day period and thereafter diligently and in good faith prosecutes the cure to completion.

(2) Insolvency Proceeding. If AYSO applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets; files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding or insolvency proceeding filed against it; admits in writing its inability to pay its debts as they come due; makes a general assignment for the benefit of creditors; or an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating AYSO a bankrupt or insolvent or approving a petition seeking reorganization of AYSO or appointing a receiver, trustee or liquidator of AYSO or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days.

B. City's Default. The occurrence of the following shall constitute a default by City:

(1) Failure to Perform. City's failure to perform in any material respect any covenant or provision of this Agreement, if the failure to perform is not cured within thirty (30) days after delivery by AYSO to City of written notice of default specifying with particularity the nature of the default. If the failure to perform cannot reasonably be cured within thirty (30) days, City shall not be in default of this Agreement if City commences to cure the failure to perform within the thirty (30) day period and thereafter diligently and in good faith prosecutes the cure to completion.

Section 19. Remedies.

(1) City's Remedies. If any default by AYSO under Section 18.A(1) hereof shall continue uncured, following notice of default as required by this Agreement, for the period applicable to the default under the applicable provision of this Agreement, City may at its election terminate this Agreement by giving AYSO written notice of termination and this Agreement shall terminate effective thirty (30) days after the date of such written notice. Upon the occurrence of any of the events specified under Section 18.A(2) hereof, City may at its election terminate this Agreement by giving AYSO written notice of termination and this Agreement shall terminate immediately upon receipt of such written notice by AYSO. The foregoing remedies are in addition to all other rights and remedies provided by law or equity, to which City may resort cumulatively or in the alternatively.

(2) AYSO Remedies. If any default by City under Section 18.1B(1) shall continue uncured, following notice of default as required by this Agreement, for the period applicable to the default under the applicable provision of this Agreement, AYSO may at its election terminate this Agreement by giving City written notice of termination and this Agreement shall terminate thirty (30) days after the date of such written notice. The foregoing remedies are in addition to all other rights and remedies provided by law or equity, to which AYSO may resort cumulatively or in the alternative.

Section 20. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to recovery of its reasonable attorneys' fees, including fees for in-house counsel of the Parties at rates prevailing in San Bernardino County, California.

Section 21. Notices. Except as otherwise provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Party to this Agreement by the other Party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to the Party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage pre-paid, addressed to AYSO as follows: Regional Commissioner, Redlands AYSO, PO Box 8487, Redlands, California, 92375 and to City as follows: City Manager, City of Redlands, PO Box 3005, Redlands, CA 92373. Either Party may change its address for the purpose of this section by giving written notice of that change to the other Party in the manner provided in this section.

Section 22. Independent Contractor. AYSO shall at all times be considered an independent contractor under this Agreement. Nothing contained in this Agreement shall be construed to be, or create, a partnership or joint venture between City and AYSO.

Section 23. Termination. This Agreement may be terminated by either Party by providing the other Party with at least one hundred eighty days (180) prior written notice of its intent to terminate this Agreement and specifying the termination date; provided, however, that

City shall have no right to terminate this Agreement pursuant to this Section 23 if such termination is for the purpose of permitting any sports program other than AYSO's program to be conducted at the Redlands Sports Park in either of which cases, AYSO shall be entitled to reimbursement pursuant to Section 4, together with the interest contemplated by that Section.

Section 24. Governing Law. The laws of the State of California, without giving effect to its conflict of laws principles, govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement.

Section 25. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity, other than the signatories.

Section 26. Entire Agreement. This Agreement constitutes the entire agreement between City and AYSO respecting the use of the Fields by AYSO, and correctly sets forth the obligations of City and AYSO to each other as of its date. Any prior agreements or representations respecting the Fields or their use by AYSO, whether verbal or written, that are not expressly set forth in this Agreement are null and void.

Section 27. Time of the Essence. Time is of the essence of this Agreement. The time for performance of each Party's obligations hereunder has been the subject of negotiation by the Parties.

Section 28. Signatories' Authority. The signatories of this Agreement each represent and warrant to the other that they have the authority to sign in behalf of, and enter into and bind, their respective organizations to the terms and conditions of this Agreement.

Executed on February 19, 2008, at Redlands, California.

CITY OF REDLANDS

Jon Harrison, Mayor

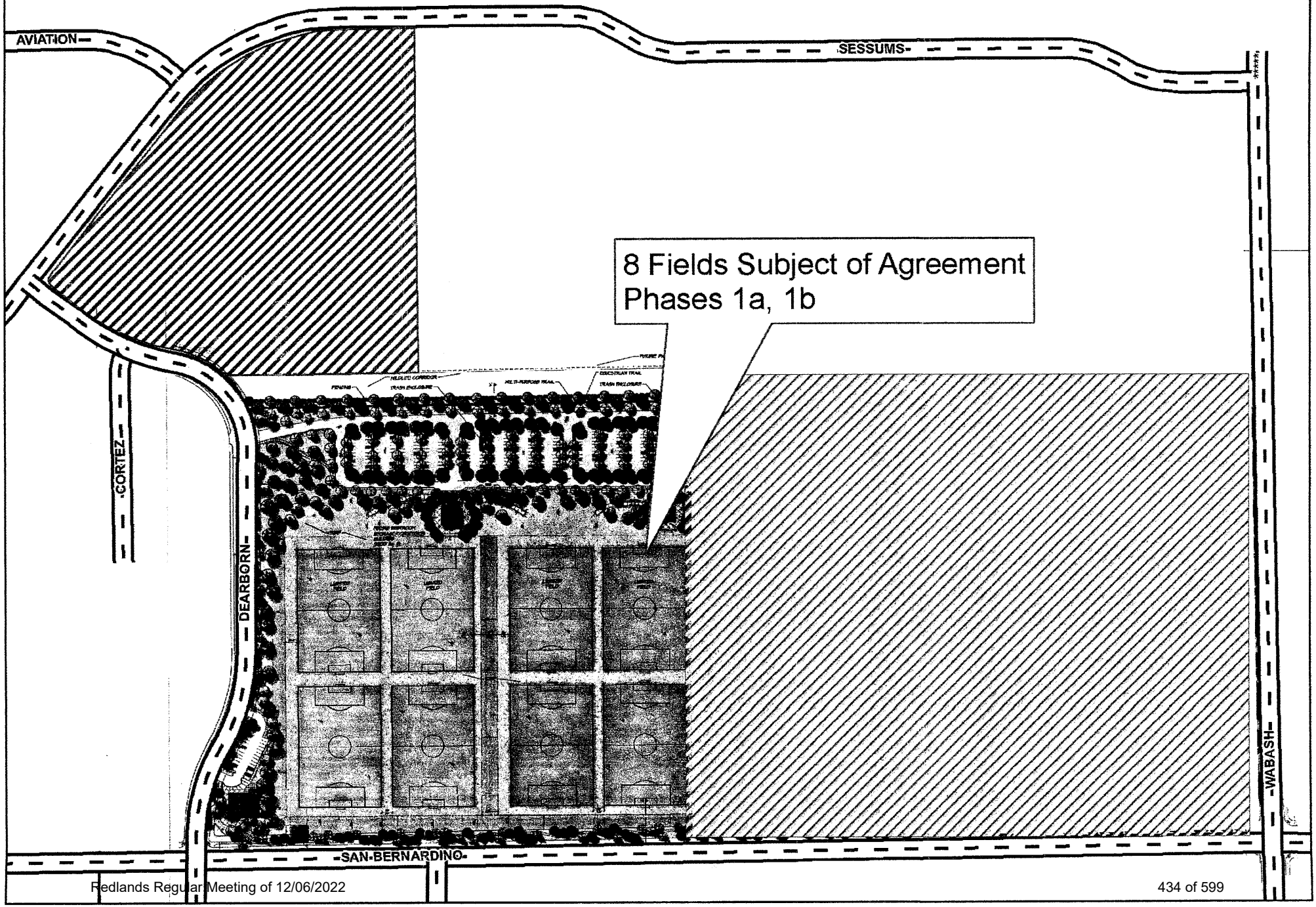
ATTEST:

City Clerk

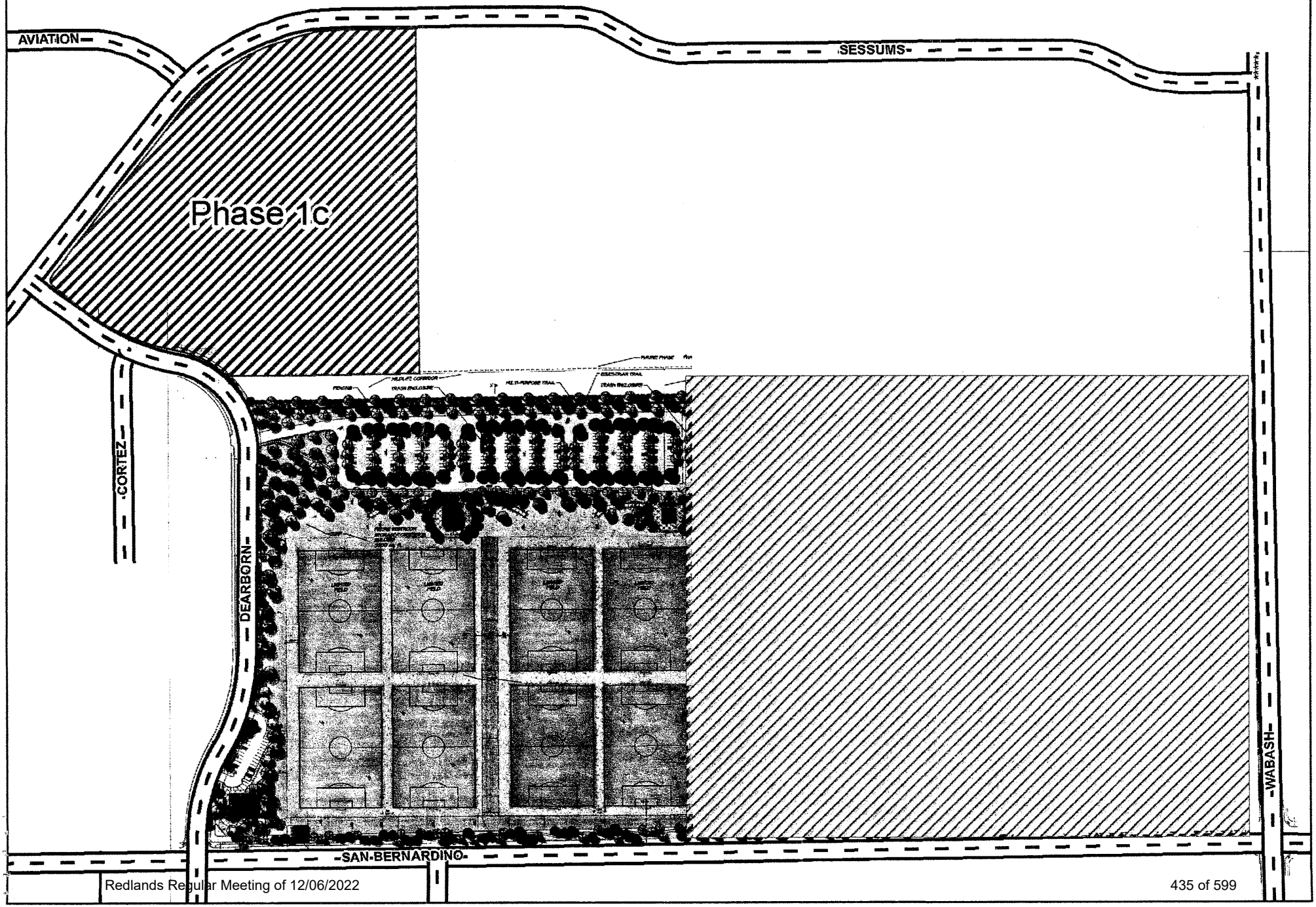
AMERICAN YOUTH SOCCER ORGANIZATION

Kyle Larick, Regional Commissioner

AYSO Facility Use Agreement
Exhibit A



AYSO Facility Use Agreement
Exhibit B



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

DATE: 12/06/2022

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.

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the process for selecting the Mayor and Mayor Pro Tempore, and their respective terms of office (Council Member Davis, and Mayor Pro Tem Tejeda)

MOTION:

Should the City Council desire to modify the current practice in selecting the Mayor and Mayor Pro Tempore, the following motions are provided:

1. I move to direct staff to bring forth proposed changes to the City's Municipal Code for the selection of the Mayor and Mayor Pro Tem as proposed by Council Member Davis.

   OR

2. I move to direct staff to bring forth proposed changes to the City's Municipal Code for the selection of the Mayor and Mayor Pro Tem as proposed by Mayor Pro Tem Tejeda.

Should the City Council desire to pursue Mayor Pro Tem Tejeda's Alternative Proposal, the following motion is provided:

3. I move to direct staff to develop the process to place the question before the voters to create the position of Mayor as elected at-large by the electors once every two years, and to include within this ballot the names of Council Members who have declared their interest in serving as Mayor.

Should the City Council desire to continue with its current practice of selecting the Mayor and Mayor Pro Tem, the following motion is provided:

4. I move to continue the City's current process of selecting the Mayor and Mayor Pro Tem by nomination and vote as according to past practice.

DISCUSSION:

COUNCIL MEMBER DAVIS' PROPOSAL-Annual Seniority Based Rotation
At the request of Council Member Davis, this item has been added to the agenda to allow City Council discussion relating to the process for selecting the Mayor and Mayor Pro Tem. The matter was initially brought forth at the December 15, 2020, City Council meeting, with continued discussion at the January 19, 2021, meeting. For this iteration, Council Member Davis would like to propose 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. Council Member Davis' new proposal also includes an "opt-out" clause allowing a Council Member to decline serving as mayor.

Attached is an excerpt from the County of San Bernardino's Policy Manual that outlines the seniority based rotation schedule, and term limit for the office of Chairman of the San Bernardino Board of Supervisors.

MAYOR PRO TEM TEJEDA'S PROPOSAL-Selection After Declaration
Mayor Pro Tem Tejeda would like to propose the following changes be made to the municipal code related to the selection of Mayor and Mayor Pro Tem.

1. Council Members must agendize their interest in being selected as Mayor or Mayor Pro Tem by their colleagues in the second regularly scheduled City Council meeting in November coinciding with a statewide general election;

2. Mayor and Mayor Pro Tem selection must occur at the next regularly scheduled City Council meeting following the certification of election results by the Registrar of Voters, and the installation of newly elected Council Members.

3. Mayor and Mayor Pro Tem selection will not be hindered due to any unforeseen circumstance preventing a newly elected Council Member from being sworn-in and installed;

4. Any Council Member who, having declared their interest in serving as Mayor or Mayor Pro Tem, may be selected by majority vote of their colleagues and serve a term reflecting the two-year statewide election cycle;

5. The Mayor and/or Mayor Pro Tem may resign from serving at anytime and for any reason without also resigning from their Council seat;

6. The Mayor and/or Mayor Pro Tem may be removed from their position by a majority vote of their colleagues.

MAYOR PRO TEM TEJEDA'S ALTERNATIVE PROPOSAL-Voter Decree

To remove the responsibility granted to the City Council by way of the municipal code to elect the Mayor from among its members and, furthermore, in an effort to place such responsibility in the hands of the community by way of a vote of the people in an at-large election for the Mayor of the City of Redlands, Mayor Pro Tem Tejeda proposes that Council consider the following:

Direct the City Clerk to prepare a ballot measure for a special election whereby the citizens of Redlands will be asked to vote that a Mayor be elected in an at-large election, and include within the ballot measure the names of any council members who declare their desire to be considered by the voters during such an election.

ADDITIONAL ALTERNATIVES:

The alternatives available to the City Council include, but are not limited to:

1. Take no action.
2. Assign two Council Members as an Ad Hoc Committee to prepare a modified policy.
3. Continue this item to a future meeting and direct staff to update data on other cities.
4. Request more information.
5. Provide alternate direction.

SUBMITTED BY:

Janice McConnell, Assistant City Manager

REVIEWED BY:

Charles M. Duggan, Jr., City Manager
Yvette M. Abich Garcia, City Attorney

Attachments

Research from 1/19/2021 Agenda Item

SBC Board of Supervisors Chair Selection Policy

RESEARCH SUMMARY

California Cities Population between 50,000 and 90,0000

General Law Cities	
	Total
General Law Cities w/ Elected Mayor:	18
General Law Cities w/ Non-Elected Mayor	29
Total:	**47**

Charter Cities	
	Total
Charter Cities w/ Elected Mayor	10
Charter Cities w/ Non-Elected Mayor	10
Total:	**20**

General Law City - Mayoral Term	
	Total
1 year or less	29
2 or more years	0
Total:	29

General Law & Charter	
Elected Mayor	**Total**
Yes	28
No	39
Total:	**67**

Municipality Type	
General Law	47
Charter	20
Total:	**67**

Department of Finance
Demographic Research Unit
Phone: (916) 323-4086
For more information: https://dof.ca.gov/Forecasting/Demographics/Estimates/E-1/
Released on May 1, 2020

City websites and offices of the City Clerk

City	Total Population 1/1/2020	Type of City	Elected Mayor?	At-Large or By-District?	Mayoral Term in Years	Method Used (Mayor Selection)
Dublin	65,716	General Law	Yes	At-Large		Members of the City Council are elected at-large to serve the entire community rather than by district. **The mayor is directly elected to a two-year term and the four City Council members are elected to four-year staggered terms.** In November 1996, **voters in Dublin established term limits which state generally that no one may serve more than eight consecutive years in any combination of positions on the City Council.**
Pleasanton	79,464	General Law	Yes	At-Large		Members of the City Council are elected at-large. Councilmembers are elected for a term of four-years, and the **Mayor is elected to a term of two-years**. A Vice Mayor is selected by the Mayor each calendar year. The **Mayor and Council are subject to term limits of eight years.**
Union City	73,637	General Law	Yes	At-Large		In Union City, the city council is elected at large, meaning that they represent the entire community, rather than just representing the districts where they live. **Neither the Mayor nor any member of the City Council shall serve in the same office for more than three (3) consecutive terms**. For purposes of this chapter, the office of Mayor and the office of City Councilmember are distinct offices. At any municipal election after the expiration of two (2) years following said consecutive elective terms, a former Councilmember or Mayor may again seek election to City Council or as Mayor. (Ord. 495-96 § 1, 1996)
Brentwood	65,118	General Law	Yes	District		The **Mayor is an elected position, serving four-year terms**. The City Council Members are elected and serve four-year terms. The City Council elections are held in November of even numbered years. 2.10.040 Election schedule. A. Except as otherwise required by California Government Code Section 36512, council members will be elected in council districts 1 and 3 beginning at the general municipal election in November 2020, and every four years thereafter. Council members will be elected in council districts 2 and 4 beginning at the general municipal election in November 2022, and every four years thereafter. B. Following the adoption of a ballot measure on November 7, 2006, by city voters, and beginning with the November 2008 general municipal election, the mayor is elected by the voters of the entire city every four years. (Ord. 1010 § 2, 2019)

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Pittsburg	74,321	General Law	No	At-Large	1	The **Mayor is selected among the Council Members** and serves for a **one year term**. D. The positions of mayor and vice-mayor shall each be for a one-year term and will be **rotated among city council members**. **The council shall determine the rotation by which council members become mayor and vice-mayor.** A mayoral rotation schedule shall be established by resolution of the council. Council members shall rotate according to the adopted mayoral rotation schedule annually at the council reorganization meeting which shall be the first meeting in December of each year.
Walnut Creek	70,860	General Law	No	At-Large	1	The City of Walnut Creek has five Council members. They are elected at large for 4-year, staggered terms; elections are held in November of each even-numbered year. The Mayor, who was selected on December 1, 2020, is Kevin Wilk; he will serve as Mayor until December of 2021. Matt Francois is serving as the Mayor Pro Tem.
Baldwin Park	76,252	General Law	Yes	At-Large		The City Council is comprised of four members elected at large for four years and the **Mayor, elected at large for two years.** The Mayor Pro Tem is elected directly by the City Council from among its members.
Bellflower	78,110	General Law	No	District	1	The City Council is the legislative body of Bellflower's city government and is composed of five members. Council Members are elected during even-numbered years for four-year terms on an overlapping basis; two elected at one election and three at the next. **The Mayor is elected by the Council from among its membership.**
Diamond Bar	57,177	General Law	No	At-Large	1	A five-member city council is elected by the residents, and a **mayor is elected annually by the council** to serve a one-year term.
Gardena	60,937	General Law	Yes	At-Large		A. Commencing with the mayoral election in the year 2001, **no person shall serve more than three consecutive terms of office as mayor provided**, however, that such person shall be eligible to hold such office after a break in service of twenty-four months. For purposes of this section, a person serving at least two years of a term shall be considered to have served a full term of office. B. For purposes of this chapter, the office of mayor is considered to be separate and distinct from the office of member of the city council. (Measure G (part), adopted March 2, 1999)
Hawthorne	86,903	General Law	Yes	At-Large		Hawthorne has an elected city council composed of a mayor elected every four years and four city council members elected on staggering four year terms.

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Huntington Park	59,515	General Law	No	At-Large	1	**Annually on March 1st, the City Council shall choose one of its members to serve as Mayor and one to serve as Vice Mayor for a one-year term.** City Council Members are elected in March of even-numbered years for terms of four (4) years. **No more than three (3) consecutive terms may be held by Members of the City Council.** A member may hold office again after being out of office for at least one General Municipal Election.
Lakewood	79,919	General Law	No	At-Large	1	**The mayor is selected by the City Council** from among its members and serves a one-year term. All council members are elected at large. There are no council districts in Lakewood.
Lynwood	71,269	General Law	No	At-Large	1	Marisela Santana was unanimously elected as the City of Lynwood's new Mayor at Tuesday's Council meeting. Mayor Santana will lead the City Council for the next year, which will include the Lynwood Centennial Celebration to be celebrated in 2021. She is a two-year veteran of the City Council and a long-time communications advisor. No person shall serve more than two (2) consecutive terms on the Lynwood city council. The completion of any unexpired term to which such person was elected or appointed shall not be considered a term for the purposes of this subsection. Any elected official who has served two (2) consecutive terms shall not be reelected as a member of the city council.
Montebello	63,544	General Law	No	At-Large	1	The five City Council members are elected at large to overlapping terms of four years and **annually select one of their members to serve as Mayor. Notwithstanding any other provisions of this section, by the affirmative vote of not less than three members of the council, any or all provisions hereof may be suspended, and any member of the council may be appointed to the position of mayor or mayor pro tempore for a fixed or indeterminate term or terms. three consecutive four-year terms on elected city officials, including city council members, the city treasurer, and the city clerk, starting with elections in November 2018.**
Monterey Park	60,734	General Law	No	District	9 1/2 months	Council Members are elected by districts for four-year, overlapping terms of office. **The Mayor, who is selected during each Council reorganization every nine and half months,** presides over all Council meetings and is the ceremonial head of the City for all official functions. **No person may serve no more than two consecutive terms as a public official.**

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Pico Rivera	63,374	General Law	No	At-Large	1	Five City Council members are elected, at large, for staggered four-year terms. **The council members select one of the members to serve as Mayor and serve as Mayor Pro Tem.** Municipal elections are held in even-numbered years on the first Tuesday following the first Monday in November. Pico Rivera does not have term limits for members of the City Council.
Madera	65,415	General Law	Yes	At-Large		Santos was first elected to the City Council (District 5) in 2018 for a four year term through 2022. In 2020, Santos ran for Mayor and was elected to serve a four-year term through 2024. In 2010, the method by which Council Members are elected to office changed from members elected at large to members elected by district **with an elected mayor**. The first election by district with an elected mayor was held in November of 2012. Santos is serving as the third elected Mayor for the City of Madera.
Laguna Niguel	65,316	General Law	No	At-Large	1	The City Council consists of five (5) members, elected from the City at-large, who serve four year staggered terms. **Annually, the City Council appoints a Mayor and a Mayor Pro Tem from its own membership to serve a one-year term. No person shall hold office as a member of the city council if such person has served on the city council for two consecutive terms, unless he or she, has subsequent to the completion of his or her last term, been out of office as a member of the city council for at least two years.**
La Habra	63,371	General Law	No	At-Large	1	Regular City Council elections occur in even years and coincide with the Statewide General Election. **Each year, the members of the City Council choose 1 member to serve as Mayor and 1 member to serve as Mayor Pro Tem.** The Mayor Pro Tem acts in the Mayor's place when absent. **The residents of La Habra are represented by a five-member City Council who are elected on an at-large basis to four-year terms, with no term limits. Mayor has no term limit (as long as there is a 4/5 vote for selection of Mayor). Usually MPT becomes Mayor**
Lake Forest	84,711	General Law	No	District	1	The City Council is comprised of five part-time Lake Forest residents elected to serve a four-year term. **The City Council selects a Mayor and Mayor Pro Tem annually. The City Council members are non-partisan. City Council members each serve a four-year term, with a maximum of two consecutive four-year terms.**

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San Clemente	64,581	General Law	No	At-Large	1	The City Council consists of five members, elected at-large, for four-year overlapping terms of office. Non-partisan City elections are held in November of even-numbered years for Council Members. At the top of this page is a list of our current City Council Members. San Clemente Measure BB, a city council term limits measure, was on the ballot as a referral in San Clemente on November 3, 2020. It was approved. **A "yes" vote supported limiting city council term limits to two consecutive four-year terms and the ability to only serve as a city council member again after at least two years off city council.**
Tustin	80,382	General Law	No	At-Large	1	City Council members are elected at-large to a four-year term. Council Members serve staggered terms with two or three seats alternately expiring every two years, with a maximum of two consecutive four-year terms. **the mayorship rotates among the council members and is primarily a ceremonial role.** 1307 - LIMITATION ON CONSECUTIVE TERMS OF MEMBERS OF THE COUNCIL Limitations on Consecutive Terms for Councilmembers (1)**No person shall be elected as a member of the City Council for more than two (2) full consecutive terms. Any member of the City Council who has served two (2) consecutive terms shall not be reelected as a member of the City Council for at least two (2) years from the last date of the second consecutive term.**(2)This section shall not operate to shorten any current term of members of the City Council presently in office.(3)This section shall apply prospectively from the effective date of the enactment of Government Code Section 36502.5, which date is January 1, 1997.(4)This section shall not be amended or repealed by the City Council without the approval of the electors of the City of Tustin. (Ord. No. 1126, Sec. 1, 11-8-94; Ord. No. 1175, Sec. 3, 2-18-97; Ord. No. 1180, Sec. 3, 3-17-97)

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Yorba Linda	68,650	General Law	No	At-Large	1	**Each year, the City Council Members elect one member to serve as Mayor.** The Mayor presides over the meetings and represents the City at various functions. A Mayor Pro Tem is also selected to serve in the absence of the Mayor. Each Council Member is able to serve a maximum of three four-year terms. The City of Yorba Linda is a General Law City, governed by a five-member City Council who is elected at-large, and each hold a four-year term. **A person is ineligible to hold office as a member of the City Council if that person has served in the office for three full terms.**
Rocklin	70,350	General Law	No	At-Large	1	The City of Rocklin City Council consists of five members elected at large alternately at the general election in November of even-numbered years to serve a four-year term. **Councilmembers do not have term limits. The Mayor and Vice Mayor are elected by the City Council each November, usually for a one-year term.**
Eastvale	66,413	General Law	No	District	1	The Eastvale City Council has five members, who are elected on a nonpartisan basis. The five Councilmembers are elected by-district (District Map) and serve four-year staggered terms, and the **Mayor is selected by the Council to serve a one-year term.**
Hemet	85,175	General Law	No	District	1	The Hemet City Council consists of five members elected by district, who serve four-year staggered terms. **Annually, the City Council appoints a Mayor and a Mayor Pro Tem from its own membership to serve a one-year term. During their lifetime no person shall serve, whether by means of election or appointment, more than three terms of office as a city councilmember, as the treasurer, or as any other elected city official.**
Lake Elsinore	63,453	General Law	No	District	1	Lake Elsinore is a General Law city governed by a five-member City Council. Members of the City Council are elected by-district and the City Treasurer is elected at-large for a four-year term. Council Members serve staggered terms, with either two or three seats being open for election every two years. As of February 1, 2018, the City transitioned to By-District elections with 5 Districts. **The position of Mayor is selected by the City Council on an annual basis. There are no limits on the amount of terms a person can serve in these positions.**

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Perris	80,201	General Law	Yes	At-Large		The City of Perris is governed by four at-large council members and a **directly appointed Mayor**. The City operates with a council-manager form of government, where the council appoints a City Manager who administers the daily operations of city government. The City Council also appoints a City Attorney who is responsible for advising the Council on legal issues affecting the city of Perris. **No person shall be elected or appointed to more than three terms as an elected official in the City of Perris.** For the purposes of calculating the number of terms in the limitation on terms of office, the terms served by a person elected or appointed to one elected office in the City of Perris shall not be aggregated with terms served by that person in another elected office in the City of Perris. For example, a single person may serve three terms as mayor, three terms as a city council member, and three terms as city clerk.
Citrus Heights	87,811	General Law	No	District	1	There are five members of the Citrus Heights City Council. Each member must be a registered voter in the city and was elected at-large. Starting with the 2020 Election, two Council Members will be elected by Districts with the remaining three Council Members to be elected by Districts in 2022. Until a Council Member is elected by Districts, they remain "at-large." **The Council selects one of its members to serve as mayor for a period of 12 months.**
Rancho Cordova	78,381	General Law	No	At-Large	1	Citizens elect five City Council Members at large who serve four-year terms. Three council seats have terms that expire in November 2024; two council seats have terms that expire in November 2022. **The position of Mayor and Vice Mayor rotate annually in December.**
Apple Valley	74,394	General Law	Yes	District		Every even-numbered year an election is held for term-ending Council seats. Individuals are elected to serve four-year terms. All Council/Agency members serve the Town at-large.
Chino	89,109	General Law	Yes	At-Large		**The Mayor is elected at-large and Council Members are elected by geographically defined districts**, each for four-year terms. The elections coincide with the Statewide General Election, held in November of even numbered years. **There are no term limits.**
Chino Hills	82,409	General Law	No	District	1	The City Council is the elected governing body that guides the progress of the City of Chino Hills. Five members of the City Council are elected to positions and serve four-year terms. **Each year the City Council selects one member to serve as Mayor for a one-year term.**

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Upland	78,814	General Law	Yes	At-Large		The City Council is an elected five person governing body. The Mayor is elected independently with the same voting power as other members of the Council. City Councilmembers each serve four-year terms with elections every other year; therefore, **three Councilmembers are elected at one election and the Mayor and one Councilmember at the other.**
Encinitas	62,183	General Law	Yes	At-Large		The City Council is the governing body of the City and consists of an **elected Mayor** and four elected Council Members, as detailed in Chapter 2.20 of the Encinitas Municipal Code. **The Mayor is a two-year term** and Council members are elected on staggered four-year terms. The Deputy Mayor is selected each year by a majority vote of the City Council.
La Mesa	59,966	General Law	Yes	At-Large		The La Mesa City Council consists of four councilmembers and the mayor. The councilmembers are elected at-large for a four-year term of office. Two councilmembers are elected at each November General Municipal Election in even-numbered years. This means at least two councilmembers are up for election every two years. **The mayor is directly elected to a four-year term during the General Municipal Election in November.** Council / mayoral elections are non-partisan, and members are elected as at-large representatives for all the citizens. **No person shall serve more than three consecutive terms of office as a member of the city council, or as mayor, or any combination of terms thereof. Any person who has served three consecutive terms as a member of the city council, or as mayor, or any combination of terms thereof, shall not be eligible to serve again until the expiration of at least four years.**

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National City	62,099	General Law	Yes	At-Large		**No person shall be eligible for nomination and election to the office of mayor for more than three consecutive terms, and no person who has held the office of mayor for three consecutive terms, may again seek nomination and election to the office of mayor until one election cycle following the termination of the third term for mayor has elapsed;** provided, however, that any person who is appointed by the city council to fill the office of mayor or elected in a special election for the balance of a regular term of mayor for a period of two years or less may seek nomination and election for three full terms thereafter. This section shall apply prospectively to full terms commencing after the November 2, 2004 general municipal election. A.No person shall be eligible for nomination and election to serve in any elective city office, which shall include the offices of mayor, members of the city council, city clerk, and city treasurer, for more than six terms in all elected offices combined. This limitation on terms shall not apply to any unexpired term to which a person is elected or appointed to fill a vacancy in any elective city office, if the remainder of the term is less than one-half of the full term of office.
Lodi	67,930	General Law	No	District	1	City Council Members are elected on a by-district basis from five single-member Council districts by voters residing in the district in which the Council Member resides (learn more about Council Districts). **Council Members hold four-year terms. Elections for members of the Council are held in November of even-numbered years. There is no limit to how many terms a person may serve as a Lodi City Council Member.**
Manteca	84,800	General Law	Yes	At-Large		The City of Manteca conducts municipal elections on Tuesday after the first Monday in November in even numbered years. The next general municipal election will be held on Tuesday, November 3, 2020. **This election voters will be electing two members of the city council.**
South San Francisco	67,879	General Law	No	District	1	The City of South San Francisco is a General Law City and was incorporated on September 19, 1908. South San Francisco's elections are held in November of even-numbered years. **The Mayor and Vice Mayor are appointed by the City Council for a one-year term.** Starting with the 2020 Election, two Council Members will be elected by Districts with the remaining three Council Members to be elected by Districts in 2022.

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Cupertino	59,549	General Law	No	At-Large	1	Five Council members are elected at-large for overlapping, four-year terms. The election is non-partisan, and is held in November of even numbered years. **Once seated, Council members themselves elect the Mayor and Vice Mayor for a term of one year.** Meetings are held the first and third Tuesday of each month beginning at 6:45 p.m. usually lasting until 11:00 p.m. Council members typically spend 20-40 hours each week on their responsibilities. **Term Limits: two consecutive four-year terms**
Milpitas	77,961	General Law	Yes	At-Large		The City of Milpitas will hold its next regularly scheduled municipal election on Tuesday, November 3, 2020. Local election is held each November in even numbered years. **On the ballot for voters will be candidates for the office of one Mayor** (2 year term expiring in December 2022) and for the offices of two City Councilmembers (4-year terms expiring in December 2024). **A person may serve a maximum of three consecutive elective terms as either a City Councilmember or as the Mayor. However, if a Councilmember is elected Mayor or the Mayor is elected Councilmember, that person may serve a combined total of no more than four consecutive elective terms. At any municipal election after the expiration of two years following said consecutive elective terms, such former Councilmember or Mayor may again seek election to City Council or as Mayor.**
Turlock	74,297	General Law	Yes	At-Large		City of Turlock Ordinance No. 1197-CS (TMC 2-1-05,06, and 07) stipulates that Council members of the two even-numbered districts shall be elected by-district in November 2016 for a term of four (4) years and Council members of the two odd-numbered districts shall be elected by-district in November 2018 for a term of four (4) years. **The Mayor and the City Treasurer are elected by the voters of the City at-large.** (c) Election of Council members. The members of the Council in office at the time the ordinance codified in this section takes effect shall continue in office until the expiration of their terms and until their successors are elected and qualified. If a tie vote makes it impossible to determine which of two (2) or more candidates has been elected, said tie shall be settled by the drawing of lots, the procedure for which shall be determined by the Council. No candidate shall file for more than one (1) elective office. **Any member of the Council may run for the office of Mayor, and upon election as Mayor shall forfeit the office of Council member of any district.**

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Yuba City	70,458	General Law	No	At-Large	1	Yuba City operates under the Council-Manager form of government, with each of the five Council members elected at-large and serving four-year, staggered terms. **From among its members, the Council selects the City's Mayor and Vice Mayor every year. Municipal elections are held in November of every evennumbered year and Councilmember terms are staggered. Members serve four year terms and there are no term limits. Annually in November, the Mayor is selected by members of the Council. While all Councilmembers enjoy the same powers and privileges, the Mayor has the additional responsibility of presiding over City Council meetings, signing official documents and officiated at ceremonies and events.**
Camarillo	70,261	General Law	No	District	1	The City of Camarillo's five-member City Council is elected for four-year terms subject to Term Limits. **The Council selects one of its members to serve as Mayor annually.** In 2019, the City Council transitioned to District Elections, which will take effect beginning with the November 2020 election. To learn more go to the Elections page. As the city's legislative body, the City Council conducts the affairs of the City on behalf of the citizens, in accordance with the State Constitution and the General Laws of the State of California. It is within this legal framework that the Council makes decisions affecting numerous aspects of community life, from the provision of municipal services to land use planning and community development. **No person shall serve more than three consecutive terms of office as a member of the city council, either by election or appointment, until at least four years after the expiration of the third consecutive term in office. After a break in service of at least four years, an individual who has previously served on the city council for three or more terms will become eligible to again serve on the city council**

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Woodland	60,742	General Law	No	District	1	During the first City Council meeting following the certification of election results after any general municipal City election at which Council members are elected and during the first City Council meeting in December of every odd year beginning in 2017, **the City Council shall meet and designate its presiding officer who shall have the title of Mayor. The Council member who served as Mayor Pro Tempore in accordance with Section 2.08.030 immediately prior to this meeting shall be designated as Mayor.** The Mayor shall serve a term of one year. The Mayor shall serve in this capacity at the pleasure of the City Council. B. Should the person who was selected as Mayor Pro Tempore in accordance with Section 2.08.030 no longer be a Council member at the time of the above-referenced meeting, the remaining Council members shall select one of their number as Mayor by a majority vote. (Prior code § 2-2-1)

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Alameda	81,312	Charter	Yes	At-Large		Notwithstanding any other provision of this Charter to the contrary, the matters contained in this Section shall be controlling as to the office of the Mayor. Commencing April 20, 1971, and thereafter, **the Mayor shall be an elective officer of the City, and shall hold office for a term of four years and until his or her successor is elected or appointed and qualified, unless sooner removed from office pursuant to Article** XX of this Charter or otherwise. The method of nomination and election of the Mayor shall be as provided in this Charter for the nomination and election of other elective officers of the City. The office of Mayor shall be a separate office and be arranged on a ballot in a separate column and shall be first in order of arrangement. Eligibility for office of Mayor shall consist of the qualifications set forth in this Charter for other elective officers. The provisions of this Charter which provide for the manner of selecting a candidate to fill office in the event of a tie vote shall apply to the office of Mayor. A vacancy in the office of Mayor shall be filled in the manner set forth in Section 2-7 of this Charter.
San Ramon	83,118	Charter	Yes	District		It is comprised of four Councilmembers elected by districts who serve four-year overlapping terms and an **elected Mayor who serves for a two-year term**. The Mayor shall be elected by plurality at an election to be held every two years. The term of the Mayor elected in 2013 shall be lengthened by one year to accommodate changing the date of the general municipal election from odd-numbered to even-numbered years. **No elected Mayor shall serve for more than four two year terms except that a cumulative total of nine years may be served if one of those terms was lengthened as the result of change the date of the general municipal election. Duties of the elected Mayor shall remain the same as the duties of the Mayor as of January 1, 2001.**
Alhambra	86,792	Charter	No	District		The Alhambra City Council is elected by Alhambra citizens to guide the policy affairs of the community, and are elected at large for a four-year term from five geographic districts. Municipal elections are held in November every two (even-numbered) years, under a rotational system adopted in 1984. Each Council Member serves as mayor for a nine-month period. The City Council appoints the City Manager, City Attorney and City Commission Members.

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Redondo Beach	66,994	Charter	Yes	At-Large		**The Mayor is elected at large** and one **Council Member is elected from each of the five City districts**. The Council District Map show each of the Districts. **No person shall serve more than two full terms as Councilman from any combination of districts, or Mayor.** If a person serves a partial term in excess of two years, it shall be considered a full term for the purpose of this provision. Previous and current terms of office shall be counted for the purpose of applying this provision to future elections although all persons presently in office shall be permitted to complete their present terms.
Whittier	86,801	Charter	Yes	At-Large		In April 2016, two City Council members were elected by district to four-year terms in Districts 1 and 3, and the **Mayor was elected citywide for a two-year term**. In April 2018, two City Council members were elected by district to four-year terms in Districts 2 and 4, along with the Mayor for a two-year term
San Rafael	59,807	Charter	Yes	At-Large		Previously, all five Councilmembers, including the Mayor, were elected at-large, meaning that all registered voters who reside in San Rafael had the opportunity to vote for all five City Council positions. Under the new district-based election system, four Councilmembers will be elected by district: Councilmembers will be required to live in the district they represent and will be elected only by the registered voters of that district. **The Mayor will continue to be elected at-large.**

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Merced	88,120	Charter	Yes	At-Large		A.**The City Council shall consist of a Mayor elected from the City at large and six City Council Members elected by single-member district election at the times and in the manner provided in this Charter**.B.The Mayor shall serve a term of four (4) years and until his/her successor is elected and qualified. **The Mayor shall be limited to no more than two terms.** For purposes of this subsection, a "term" shall be defined to include serving fifty percent plus one day of a term as Mayor, while service as Mayor for fifty percent or less of a term shall not constitute a term for purposes of term limits.C.Individual City Council Members shall serve a term of four (4) years and until his/her successor is elected and qualified. Individual City Council Members shall be limited to no more than two, four-year terms. For purposes of this subsection, a "term" shall be defined to include serving fifty-percent plus one day of a term as a City Council Member, while service as a City Council Member for fifty percent or less of a term shall not constitute a term for purposes of term limits.D.Once the Mayor or an individual City Council Member has served the two term maximum in that respective office, he/she shall be ineligible to be elected or appointed to that office again.E.District boundaries shall be drawn by ordinance.
Napa	79,278	Charter	Yes	At-Large		The Napa City Council consists of five members, including one Mayor and four Councilmembers. **The Mayor and each Councilmember are elected to four-year terms**. The Vice Mayor is appointed annually by the Mayor and City Council pursuant to City Charter (Section 59A). On November 3, 2020, the City of Napa held its first district-based election for Councilmembers and an at-large Mayor. The offices of Councilmember in Districts 2 and 4 were on the ballot for consideration by the voters on November 3, 2020. In 2022, the offices of Councilmember in Districts 1 and 3 will be on the ballot for consideration.

City	Total Population 1/1/2020	Type of City	Elected Mayor?	At-Large or By-District?	Mayoral Term in Years	Method Used (Mayor Selection)
Buena Park	81,998	Charter	No	District		Citizens elect a five member City Council on a nonpartisan basis for staggered four-year terms. Municipal elections are held on the first Tuesday in November on even numbered years. Because Council terms overlap, three positions are open at one election and two positions are open at the next election two years later. Members elected to serve on the Council must be registered voters and City residents. **Annually, the City Council elects one of its members to serve as Mayor and another to serve as Mayor Pro Tempore. No person shall serve more than three consecutive terms of office as a city council member; provided, however, that such person shall be eligible to hold such office after a break in service of one full calendar year. For purposes of this section, a remaining term shall be counted as a term of office but an unexpired term shall not be so counted. (Ord. 1330 § 1, 1996)**
Newport Beach	85,780	Charter	No	District		Every even-numbered year, either three or four members residing in separate council districts are elected by the entire community. **Annually, the Council chooses one of its members as Mayor and one as Mayor Pro Tem.** The Mayor is the presiding officer of the City Council. **Notwithstanding the provisions of Section 400, no person shall be or remain eligible to hold office as a member of the City Council for more than two (2) consecutive four (4) year terms.** Members of the City Council who have served one or more terms prior to their current term shall be entitled to complete such term, but shall not be eligible for re-election except as provided below. Members of the City Council who are serving their first term as of the effective date of this amendment shall be eligible to hold office during a second four year term when the current term expires.
Folsom	81,610	Charter	No	At-Large		The Folsom Charter establishes the Folsom City Council as five members elected at large by the voters of the City. The terms of councilmembers are four years and begin the second Monday in December following their election. Terms are staggered, with three councilmembers being elected at one election and two councilmembers being elected at the next election. **The City Council selects a mayor and vice mayor each year**. A proposition to impose term limits was on the ballot for Folsom voters in Sacramento County, California, on November 6, 2018. It was approved. **A yes vote was a vote in favor of limiting the Folsom City Council members to serving a maximum of four consecutive terms.**

City	Total Population 1/1/2020	Type of City	Elected Mayor?	At-Large or By-District?	Mayoral Term in Years	Method Used (Mayor Selection)
Redwood City	86,754	Charter	No	District		The City Council consists of seven members and is the governing body elected directly by the residents of Redwood City. As the legislative branch of our local government, the Council makes final decisions on all major city matters and sets city-wide priorities and policies. **Pursuant to Section 14 of the City Charter, the City Council shall select one of its members to serve as Mayor and one member to serve as Vice Mayor each for a two-year term.** The selection shall occur at the first Council meeting in December of odd years beginning in 2019. The selections shall be listed jointly on the Council agenda. The City Council believes experience as a member of the Council will assist those who are selected to serve as Mayor and Vice Mayor and that it is in the City's best interest that **selections to these two (2) positions be made in a manner that permits the Mayor and Vice Mayor to gain the experience through at a minimum of 1 year of service on the City Council. No person shall be eligible to hold office as a Councilmember for more than four consecutive terms of office.**
Gilroy	57,084	Charter	Yes	At-Large		The Council shall consist of seven (7) members, including a Mayor and six (6) Councilmen, each of whom shall have the right to vote on all questions coming before the Council. **The Mayor and Councilmen shall be elected at the General Municipal Election from the City at large.** Except as otherwise provided in this Section, the Mayor and the members of the City Council shall hold office for a term of four (4) years from and after the first regular meeting following the certification of the City Council election by the duly authorized election official and continuing until their respective successors qualify. **The Mayor and the members of the City Council hold office for four (4) year terms with no term limits.**
Mountain View	82,272	Charter	No	At-Large		The seven Councilmembers are elected at large for four-year terms that are staggered so that three or four Council seats are filled at the general municipal election in November of every even-numbered year. **Service on Council is limited to two consecutive full terms. In January of each year, Council elects one of its members as Mayor and another as Vice Mayor.**

City	Total Population 1/1/2020	Type of City	Elected Mayor?	At-Large or By-District?	Mayoral Term in Years	Method Used (Mayor Selection)
Palo Alto	69,226	Charter	No	At-Large		The City Council consists of seven members and it is the governing body elected directly by the electorate of Palo Alto. **Every year, the City Council Members vote and select a Mayor. The council shall elect one of its members as mayor and one as vice-mayor at the first regular council meeting in January each year. The election of mayor and vice-mayor shall be by a vote of a majority of the members of the council. The mayor shall be seated and assume the duties of presiding officer immediately following the election of mayor and before the election of the vice-mayor. No person shall be eligible to serve consecutively in more than two full terms of office as a member of the council. Any partial term of office longer than two years shall be deemed a full term.**
Santa Cruz	64,424	Charter	No	At-Large		The City Council is composed of six Councilmembers and a Mayor. They are elected at large by city voters and are directly responsible to the people. General municipal elections take place on the first Tuesday after the first Monday in November in even-numbered years. Four Councilmembers are elected at one municipal election, and three Councilmembers at the next. **The term of office for a Councilmember is four years and a Councilmember may serve a maximum of two consecutive terms.** If a Councilmember does not finish his/her term, the Council can either appoint a registered qualified voter to fill the vacancy until the next general municipal election or call a special election. If a special election is called, the person selected will serve the remainder of the unexpired term. **Each year, the Council elects one of its members to serve as Mayor for a one-year term.** The Mayor presides at all Council Meetings and is recognized as the head of the city government for all ceremonial purposes.
Petaluma	61,873	Charter	Yes	At-Large		The Petaluma City Council consists of six Council Members and the Mayor. The Council Members are elected at large for a four-year term. Three Council Members are elected at the November General Municipal election in even-numbered years. This means that at least three Council Members are up for election every two years. **The Mayor is directly elected to a four-year term during the General Municipal election in November. The mayor shall hold office for a term of four years from and after the first regular meeting of the city council in January, after his or her election and until his or her successor is elected and qualified.**

City	Total Population 1/1/2020	Type of City	Elected Mayor?	At-Large or By-District?	Mayoral Term in Years	Method Used (Mayor Selection)
Porterville	59,655	Charter	No	District		On May 15, 2018, the City Council adopted Ordinance No. 1845, an ordinance establishing by-district elections in five single-member districts in the City, and adopting the map describing the boundaries and identifying number of the five City Council districts in the City. Existing Council Members will serve as at-large council members until the end of their current terms. At the end of their terms, the council members can run for re-election by district if they live in a district up for election at that time. Members of the City Council were elected in Districts 1 and 2 in November 2018, and will be every four years thereafter. Members of the City Council shall be elected in Districts 3, 4, and 5 beginning in November 2020, and every four years thereafter. **The council shall reorganize at its next meeting following each municipal election and shall choose one of their number to serve as president of the council to be known as mayor. At this time the council shall also choose one of their number to serve as vice-president, and he/she shall act as mayor pro tempore in case of the absence, sickness or other disability of the mayor. The mayor and mayor pro tempore shall serve a two year term, but either may be removed at any time by a majority vote of the council.** If the council removes the mayor prior to the expiration of his/her term pursuant to this provision, the council shall choose one of their number to serve as mayor until the next organizational meeting.
Tulare	67,834	Charter	No	District		The City Council consists of five members, elected by district, but representing the City's interests as a whole. City Council Members in Districts 1, 3 and 5 were elected beginning in November 2016, and Council Members in Districts 2 & 4 were elected beginning in November 2014 after the City adopted districts. City Council Members serve four-year terms. **The Mayor and Vice Mayor are selected by the Council and serve two-year terms.** The Mayor is the presiding officer of the Council, and the official spokesperson and ceremonial representative of the City. The members of the council shall be elected by the qualified voters of the city at a general municipal election.... They shall hold the office for the period of four years from and after the day

City	Total Population 1/1/2020	Type of City	Elected Mayor?	At-Large or By-District?	Mayoral Term in Years	Method Used (Mayor Selection)
Davis	69,183	Charter	Yes	District		Beginning with the November 3, 2020 election, City Council members will be elected by district. During fall 2019, the City of Davis completed a process to transition from at-large elections to by-district elections. **This means that voters will vote only in their district of residence for one candidate. At the council meeting at which or immediately following the date on which new councilmembers take office, the city council shall designate its presiding officer, who shall have the title of mayor. The councilmember who served as mayor pro tempore immediately prior to this meeting shall be designated as mayor.** (a) Members of the city council shall be elected "by district" as defined in California Government Code Section 34871. A person shall not be eligible to be elected to be a member of the city council unless he or she is otherwise qualified as required by law, resides in the geographical area making up the district from which he or she is nominated to be elected and is a registered voter of the City of Davis at the time nomination papers are issued to the candidate as provided in Section 10227 of the California Elections Code. (b) Registered voters signing nomination papers or voting for a member of the city council shall be residents of the geographical area making up the district from which the member is to be elected. (c) The terms of the office of each member elected to the city council shall be four years.

	COUNTY OF SAN BERNARDINO **POLICY MANUAL**	No. 02-02 ISSUE 1 PAGE 1 OF 1 By EFFECTIVE 12/7/70
SUBJECT SELECTION OF THE CHAIRMAN OF THE BOARD OF SUPERVISORS		APPROVED *DENNIS HANSBERGER* CHAIRMAN, BOARD OF SUPERVISORS

POLICY STATEMENT

The policy of the Board of Supervisors of San Bernardino County is to rotate the office of Chairman every two years and no chairman shall serve for two such terms in succession.

POLICY AMPLIFICATION

To serve as Chairman of the Board of Supervisors is not only a distinct honor and privilege but also an opportunity for a member of the Board to learn more about the overall operation of County government. It is, therefore, the intention of this policy to give each member of the Board the opportunity to serve as chairman.

The selection of nominees for the position of Chairman shall be on the basis of seniority of members who have not served as Chairman, provided that nominees have served as members of the Board for a minimum of two years prior to their nomination. A member of the Board may refuse to serve as Chairman, in which case the nomination shall go to the next so-qualified member.

ADOPTED: February 14, 1961
AMENDED: December 7, 1970

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing-Ordinance No. 2948 amending Chapter 15.20 of the Redlands Municipal Code for the adoption of the 2022 California Fire Code (Fire Chief Sessler)

(Mayor to declare meeting open as a public hearing)

a. Public Hearing to consider Ordinance 2948 amending Chapter 15.20 of the Redlands Municipal Code and adopting the 2022 Edition of the California Fire Code, which incorporates by reference the 2021 International Code, with necessary California amendments.

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

I move to adopt Ordinance No. 2948.

RECOMMENDATION:

Staff recommends adoption of Ordinance No. 2948 amending Chapter 15.20 of the Redlands Municipal Code and adopting the 2022 Edition of the California Fire Code, which incorporates by reference the 2021 International Fire Code, with necessary California amendments in order to continue to provide and

maintain fire and life safety requirements consistent with the ordinances previously in place within the city.

DISCUSSION:

On January 1, 2023, the State of California Building Standards Commission (CBSC) will adopt the 2021 Edition of the International Fire Code whereby creating the 2022 Edition of the California Code.

Adoption of the 2022 California Fire Code and the 2021 International Fire Code will continue to provide regulation and requirements that pertain specifically to the climatic, topographical, and geological conditions for the City of Redlands. These requirements are needed in order to continue to provide and maintain fire and life safety requirements consistent with ordinances previously in place within the city.

ALTERNATIVES:

Not approve Ordinance No. 2948.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2022-2023
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

There is no fiscal impact with the adoption of Ordinance No. 2948 and the 2022 California Fire Code.

Attachments

Ordinance 2948

ORDINANCE NO. 2948

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 15.20 OF THE REDLANDS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA FIRE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9) WITH NECESSARY LOCAL AMENDMENTS

WHEREAS, Health and Safety Code Section 17958 and Government Code Section 50022 empower the City to adopt by reference the California Building Standards Code, including the California Fire Code; and

WHEREAS, Health and Safety Code Section 17958.5 authorizes the City to make amendments to the California Fire Code on the basis of local climatic, geological or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that before making any modifications or changes pursuant to Health and Safety Code Section 17958.5, the City Council of the City shall make an express finding of local necessity that such modifications or changes are needed; and

WHEREAS, the City Council of the City of Redlands ("City Council") is informed and finds that these climatic, geological and topographical conditions include, but are not limited to, the following conditions;

1. The City receives relatively low amounts of precipitation, and experiences very low relative humidity levels and extremely high temperatures. These climatic conditions are conductive to the spread of fire. For example, the following data was taken from the recorded temperatures and measured rainfall at the San Bernardino County Flood Control District Office, located at 825 East 3rd Street, San Bernardino:

   2019: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 18.00 inches, with no rain measured in the months of June, July, August, and October.

   2020: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 2.72 inches, with no rain measured in the months of April, May, June, August, September, and October.

   2021: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 9.81 inches, with no rain measured in the months of May and November.

2. The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which can reach speeds of more than 40 miles per hour. Extensive damage

often occurs during such winds including downed trees, power lines, utility poles and utility service lines. These adverse conditions cause:

A. Fires.
B. Impairment of emergency apparatus access.
C. Delays in response times of emergency apparatus; and
D. The depletion of apparatus readily available for fire suppression activities.

Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 505.1.1 Rooftop Addresses; 903.2.8, 903.2.18 fire sprinklers; 4906.1.1 Vegetation Management; 4907.4, 4907.4.1, 4907.4.1.1, 4907.4.1.2, 4907.4.1.3, 4907.4.1.4, 4907.4.1.5, 4907.4.1.6, 4907.4.1.7, 4907.4.1.8, 4907.4.1.9, 4907.4.2, 4907.4.2.1, 4907.4.2.2, 4907.4.2.3, 4907.4.2.4, 4907.4.2.5, 4907.4.3, 4907.4.3.1, 4907.4.3.2, 4907.4.3.3, 4907.4.3.4, 4907.4.3.5 Defensible Space; Appendix O Temporary Haunted Houses, Ghost Walks, and Similar Amusement Uses.

3. Within the City there are four earthquake faults:

A. Redlands Heights
B. Banning
C. Crafton
D. The Redlands Fault

Numerous other faults lie in close proximity, including the San Andreas Fault. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including extensive damage to buildings, fire damage to major infrastructure including water and sewer distribution lines, roadways, bridges across a major storm drain and railroad right-of-way, and other impairments to the movement of emergency apparatus.

Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 505.1.1 Rooftop Addresses; 903.2.8, 903.2.18 fire sprinklers; 4906.1.1 Vegetation Management; 4907.4, 4907.4.1, 4907.4.1.1, 4907.4.1.2, 4907.4.1.3, 4907.4.1.4, 4907.4.1.5, 4907.4.1.6, 4907.4.1.7, 4907.4.1.8, 4907.4.1.9, 4907.4.2, 4907.4.2.1, 4907.4.2.2, 4907.4.2.3, 4907.4.2.4, 4907.4.2.5, 4907.4.3, 4907.4.3.1, 4907.4.3.2, 4907.4.3.3, 4907.4.3.4, 4907.4.3.5 Defensible Space; Appendix O Temporary Haunted Houses, Ghost Walks, and Similar Amusement Uses.

4. Within the City development has occurred, and continues to occur, which has resulted in severe traffic congestion during peak hours, weekends and holidays, particularly on the following streets and highways: Citrus Avenue, Cajon Street, Orange Street, Lugonia Avenue, Colton Avenue, Tennessee Street, San Timoteo Canyon, Interstate 10 Freeway, and Alabama Street; thus decreasing response time. This development includes high-rise structures, institutional, commercial,

industrial and residential structures. Development has occurred within the portion of the City known as Sunset Hills, where roadways have been built in areas of severe topographical conditions including street and driveway grades in excess of 12%. Such traffic congestion and severe roadway conditions extend the time for emergency vehicles to reach the scene of fires and other emergencies.

Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 505.1.1 Rooftop Addresses; 903.2.8, 903.2.18 fire sprinklers; 4906.1.1 Vegetation Management; 4907.4, 4907.4.1, 4907.4.1.1, 4907.4.1.2, 4907.4.1.3, 4907.4.1.4, 4907.4.1.5, 4907.4.1.6, 4907.4.1.7, 4907.4.1.8, 4907.4.1.9, 4907.4.2, 4907.4.2.1, 4907.4.2.2, 4907.4.2.3, 4907.4.2.4, 4907.4.2.5, 4907.4.3, 4907.4.3.1, 4907.4.3.2, 4907.4.3.3, 4907.4.3.4, 4907.4.3.5 Defensible Space; Appendix O Temporary Haunted Houses, Ghost Walks, and Similar Amusement Uses.

WHEREAS, this City Council is informed and finds that because the City is subject to the above referenced climatic, geological and topographical conditions, that amendments to the California Fire Code, 2022 Edition, are necessary to protect life and property, and that such amendments address the following issues: (1) high fire hazard areas; (2) water supplies; (3) fire extinguishing systems and sprinkler systems, and (4) the storage, handling and use of flammable and combustible liquids and hazardous materials; and

WHEREAS, this City Council does hereby determine that the modifications to the 2022 California Fire Code, as outlined in this Ordinance, are necessary due to local climatic, geographical and topographical conditions;

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

Section 1. Chapter 15.20 of the Redlands Municipal Code, titled, "Fire Code," is hereby deleted in its entirety and rewritten to read as follows:

"Chapter 15.20
FIRE CODE

15.20.010: FINDINGS AND ADOPTION OF THE CALIFORNIA FIRE CODE:
15.20.020: DEFINITIONS:
15.20.030: ESTABLISHMENT OF LIMITS REQUIRED BY THE CALIFORNIA FIRE CODE:
15.20.040: TITLE:
15.20.050: DEPARTMENT OF FIRE PREVENTION:
15.20.060: LIABILITY:
15.20.070: FIRE INVESTIGATIONS:
15.20.080: ANNUAL PERMIT:
15.20.090: PERMIT FEES:
15.20. 100: FEES NOT REFUNDABLE:
15.20. 110: REQUIRED OPERATIONAL PERMITS:
15.20. 120: INSPECTION FEES:
15.20. 130: ELECTRONIC RECORD KEEPING

15.20.140: BOARD OF APPEALS
15.20.150: VIOLATION PENALTIES
15.20. 160: ABATEMENT OF VIOLATION:
15.20.170: FAILURE TO COMPLY:
15.20.180: RELIGIOUS CEREMONIES:
15.20.190: SURFACE AND TURNING RADIUS:
15.20.200: GRADE:
15.20.210: OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS:
15.20.220: PREMISES IDENTIFICATION:
15.20.230: ROOFTOP ADDRESSES
:
15.20.240: FIRE HYDRANTS AND MAINS:
15.20.250: PRIVATE FIRE HYDRANT IDENTIFICATION
15.20.260: PRIVATE FIRE HYDRANT MARKERS
15.20.270: ACCESS TO EQUIPMENT:
15.20.280: SMOKE OR FOG EMITTING SYSTEMS

15.20.290: GROUP -A-1:
15.20.300: GROUP A-2:
15.20.310: GROUP A-3:
15.20.320: GROUP A-4:
15.20.330: GROUP A-5:
15.20.340: GROUP B:
15.20.350: GROUP E:
15.20.360: GROUP F
15.20.370: GROUP M
15.20.380: GROUP R
15.20.390: GROUP S
15.20.400: REPAIR GARAGES
15.20.410: BULK STORAGE OF TIRES
15.20.420: SECTION 903.2.9 AMENDED
15.20.430: STORIES WITHOUT OPENINGS
15.20.440: SECTION 903.2.11.3 AMENDED
15.20.450: GROUT U OCCUPANCY
15.20.460: NFPA13D SPRINKLER SYSTEMS
15.20.470: WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE5.20.480: AREA INCREASE AND RECONSTRUCTION
15.20.490: CHANGE IN USE
15.20.500: ADAPTIVE REUSE
15.20.510: SECTION 905.4 AMENDED
15.20.520: : SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND DRAFT CURTAINS

15.20.530: SPRINKLER BUILDINGS
15.20.540: SECTION 914.12 ADDED
15.20.550: : EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS

15.20.560: :FIREWORKS
15.20.570: MINOR CHARGE15.20.580: PROPERTY
15.20.590: RESPONSE COSTS
15.20.600: RESPONSIBLE GUARDIAN
15.20.610: PROHIBITION
15.20.620: APPLICATION OF STATE LAW
15.20.630: LIABILITY FOR RESPONSE COSTS
15.20.640: WILDLANDS-URBAN INTERFACE FIRE AREA
15.20.650: VEGETATION MANAGEMENT
15.20.660: DEFENSIBLE SPACE
15.20.670: FIRE PROTECTION PLAN
15.20.680: APPENDIX B
15.20.690: APPENDIX BB
15.20.700: APPENDIX C
15.20.710: APPENDIX CC
15.20.720: APPENDIX D
15.20.730: APPENDIX O
15.20.740: VIOLATION PENALTY

15.20.010: FINDINGS AND ADOPTION OF THE CALIFORNIA FIRE CODE:

A. Findings: The City Council of the City of Redlands hereby finds and determines:

1. That the International Code Council is a private organization which has been in existence for a period of at least three (3) years.

2. That the International Fire Code, 2021 edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

3. That the international fire code has been printed and published as a code in book form within the meaning of section 50022.2 et seq., of the California Government Code.

4. That the California fire code, also known as the California code of regulations, title 24, part 9, a portion of the "California building standards code" as defined in the "California building standards law" commencing with section 18901 of the Health And Safety Code, is assigned to the California building standards commission, which by law is responsible for approving all building standards within the state of California. The 2022 edition of the California fire code incorporates by reference the 2021 edition of the international fire code, with necessary California amendments.

5. That a copy of the 2022 California fire code, certified by the city clerk of the city of Redlands to be a true copy, has been filed for use and examination by the public in the fire prevention office of the Redlands fire department and the office of the city clerk.

6. The sections of said California fire code may be referred to by the number used in said published compilation, preceded by the words "California fire code section" or "fire code section", and may also be referred to by additional reference to this municipal code and sections therein pertaining to said California fire code.

7. That the additional requirements and standards established herein are needed to properly protect the health, safety, and welfare of the existing and future residents and workers within the city of Redlands. Said requirements and standards are reasonably necessary because of local climatic, geological, and topographical conditions, and comply with existing state laws and regulations.

8. The city council finds and determines that the local variances from the California fire code - building standards, California code of regulations, title 24, part 9, contained in the city fire code, are reasonably necessary because of local climatic, topographic and geographical considerations.

B. Adoption Of The California Fire Code: The city council of the city of Redlands hereby adopts by reference, the 2022 California fire code, and appendices B, BB, C, CC, and D, including fees and penalties, as compiled and adopted by the California building standards commission; along with certain amendments, additions, deletions and exceptions based upon the city council's findings that the same are necessary based upon local climatic, geologic and topographical conditions. The provisions of the California fire code, California fire code appendix chapters, and the California fire code appendices shall be applicable in all areas within the city of Redlands. The city council of the city of Redlands hereby adopts and amends the 2022 edition of the California fire code, as compiled and published by the California building standards commission.

15.20.020: DEFINITIONS:

A. Wherever the word "jurisdiction" is used in the fire code, it shall mean the city of Redlands.

B. Wherever the term "corporation counsel" is used in the fire code, it shall mean the city attorney for the city of Redlands.

C. Wherever the term "fire chief" is used in the fire code, it shall mean the fire chief of the city of Redlands, or his or her authorized representative.

D. Wherever the term "fire department" is used in the fire code, it shall mean the fire department of the city of Redlands.

E. An employee of the city of Redlands fire department, when enforcing the California fire code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation, shall be deemed a "peace officer" as those words are used in section 830.31 of the California Penal Code.

F. Whenever the term "fire marshal" is used in the fire code, it shall mean the supervisor of the fire prevention bureau and shall serve as the fire code official under the direction of the fire chief, or the fire chief's authorized representative. The community risk reduction division of

the fire department shall be responsible for fire prevention department duties within the city of Redlands.

15.20.030: ESTABLISHMENT OF LIMITS REQUIRED BY THE CALIFORNIA FIRE CODE:

A. Storage of Flammable Cryogenic Fluids: Pursuant to section 5504.1 of the California fire code, flammable cryogenic fluids shall not be permitted to be stored, dispensed, or used unless, in the opinion of the fire code official, such storage will not create an unacceptable threat to the occupants and property owners.

B. Storage of Explosives and Blasting Agents: Pursuant to section 5601.1 of the California fire code, the storage of explosives and blasting agents is prohibited in all areas unless authorized by the fire code official.

C. Storage Of Class I And II Liquids: Pursuant to sections 5704.1 and 5706.1 of the California fire code, the storage of class I and class II liquids in outside aboveground unprotected tanks is prohibited in all areas of the city unless the fire code official determines, with specific documented findings, that such an installation will not create a hazard to life or property in the area.

D. Storage Of Liquefied Petroleum Gases: Pursuant to section 6101.3 of the California fire code, the aggregate capacity of any one installation for the bulk storage of liquefied petroleum gases shall not exceed two thousand (2,000) water gallons (7571 liters) in commercial, residential and other areas where, in the opinion of the fire code official, the location of bulk storage of liquefied petroleum gases would create a threat to life and property.

15.20.040: TITLE:

Section 101.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 101.1 Title. These regulations shall be known as the fire code of the city of Redlands, hereinafter referred to for purposes of this chapter 15.20 as "this code."

15.20.050: DEPARTMENT OF FIRE PREVENTION:

Section 103.2 of chapter 1, division II of the California fire code is hereby deleted.

15.20.060: LIABILITY:

Section 104.13 of chapter 1, division II of the California fire code is hereby added to read as follows:

> 104.13.1 Cost Recovery. Fire suppression, investigation and rescue or emergency medical costs are recoverable in accordance with Health and Safety Code sections 13009 and 13009.1. Any person who negligently or intentionally, or in violation of law, causes an

emergency response, including but not limited to, a traffic accident or spill of toxic or flammable fluids or chemicals, is liable for the costs of securing such emergency, including those costs set out in Health And Safety Code section 13009 et seq. and Government Code section 53150 et seq. Any expense incurred by the city for securing such an emergency situation shall constitute a debt of such person and shall be collectible by the city in the same manner as in the case of an obligation under contract, expressed or implied.

A false fire alarm response fee may be imposed and paid after two (2) false fire alarms have been received from any one residential or commercial source, or from any one alarm system, within any consecutive three hundred sixty five (365) day period. The false alarm response fee shall be established by resolution of the city council.

104.13.2 Expense for Securing an Emergency. The expense of securing any emergency or hazard which is the result of a violation of this code or any other code, ordinance or state law, or any damages caused by malicious mischief requiring any corrective or preventive actions conducted by the city may be a charge against the persons or entity whose such emergency or action may constitute a debt of such persons or entity as provided below.

1. The fire chief, or duly authorized representative, may impose the reasonable cost of fire prevention, fire suppression, and protection of the public from other safety hazards when a fire or hazardous condition results from any of the following activities or conditions:

A. Manufacture, transportation, storage, handling, or spilling of hazardous chemicals, flammable or combustible liquids, explosives, or blasting agents;

B. Failure to correct a hazardous condition for which a "notice of violation," or equivalent notice, has been previously given by the chief, or duly authorized representative;

C. Use of welding equipment, cutting torch, tar pot, or other open flame device;

D. Permitting or causing the accumulation of hazardous or flammable materials;

E. Setting of a fire or allowing a fire to be set in violation of any code, ordinance, law or regulation;

F. Creating, allowing, or maintaining a fire hazard.

15.20.070: FIRE INVESTIGATIONS:

Section 104.11 of chapter 1, division II of the California fire code is hereby amended to read as follows:

104.11 Fire Investigations. The fire code official and the fire department shall investigate the cause, origin and circumstances of any fire, explosion and other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record except as required by law.

The fire chief or duly authorized representative, is authorized to investigate the cause, origin and circumstances of unauthorized releases of hazardous materials. The Redlands police department and allied law enforcement agencies are authorized to assist the fire department in its investigations when requested to do so.

15.20.080: ANNUAL PERMIT:

Section 105.1.6 of chapter 1, division II of the California fire code is hereby deleted.

15.20.090: PERMIT FEES:

Section 105.2.5 of chapter 1, division II of the California fire code is hereby added to read as follows:

105.2.5 Permit Fees. Permit fees as established by city council resolution shall be collected by the finance department. Proof of receipt shall accompany all applications for permit prior to any inspection and approval by the city.

15.20.100: FEES NONREFUNDABLE:

Section 105.2.6 of chapter 1, division II of the California fire code is hereby added to read as follows:

105.2.6 Fees Not Refundable. Permit fees shall not be refundable for any reason after initiation of plan review or inspection procedures.

15.20.110: REQUIRED OPERATIONAL PERMITS:

Section 105.5.50 of chapter 1, division II of the California fire code is hereby added to read as follows:

105.5.55 Fixed Kitchen Hood and Duct Extinguishing System. An operational permit is required to utilize commercial cooking appliances, as defined in Section 602, with a fixed hood and duct fire extinguishing system

105.5.56 – Temporary Haunted Houses, Ghost Walks, and Similar Amusement uses. An operational permit is required in accordance with Appendix O for temporary haunted houses, ghost walks, and similar amusement uses.

15.20.120: INSPECTION FEES:

Section 107.7 of chapter 1, division II of the California fire code is hereby added to read as follows:

> 107.7 Inspection Fees. The fire code official is authorized to impose and collect appropriate fees for inspections established by resolution of the city council.

15.20.130: ELECTRONIC RECORD KEEPING

Section 109.3.1 of chapter 1, division II of California Fire Code is hereby added to read as follows:

> 109.3.1. Electronic Record Keeping. The Fire Code Official is authorized to require electronic format submittals for fire protection systems maintenance records.

15.20.140: BOARD OF APPEALS:

Section 111 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 111.1 Board of Appeals. The city planning commission shall serve as the board of appeals. The chief building official, director of development services and the fire chief of the city, or their respective designees, shall serve in an advisory capacity when requested to do so. Board members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

15.20.150: VIOLATION PENALTIES:

Section 112.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 112.4.1 Administrative Citation Process Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of one thousand dollars ($1,000.00) a day or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The city may also prosecute or enforce violations of this chapter as a criminal offense in accordance with this section.

15.20.160: ABATEMENT OF VIOLATION:

Section .112.4of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 112.4.1 Abatement of Violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute an appropriate action to prevent

unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises. The expense of such action may be made a lien upon the property upon which such condition exists.

15.20.170: FAILURE TO COMPLY:

Section 113.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

113.4 Failure To Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to violation penalties pursuant to section 112.4.

15.20.180: RELIGIOUS CEREMONIES:

Section 308.1.7 of the California fire code is hereby amended to read as follows:

308.1.7 Religious or Other Assembly Ceremonies. Candles held in persons' hands (or on a non-stable device) are especially dangerous and shall not be permitted. Battery operated simulated candles are available and may be used. No permit is required for battery-operated candles or other electric candles.

15.20.190: SURFACE AND TURNING RADIUS:

Section 503.2.3 of the California fire code is hereby amended to read as follows:

503.2.3 Surface §503.2.3 Fire apparatus access roads for purposes of rapid and reliable fire apparatus access shall be designed and maintained to support the imposed load of fire apparatus weighing at least 75,000 pounds. Fire apparatus access roads shall be surfaced with an approved concrete or asphalt covering so as to provide all-weather driving capabilities. Turf block, Ritter Rings, Turf Paver and other similar products shall not be used for fire department access surfacing. Where rural road grades do not exceed 8%, the fire code official may approve access roads of approved native materials or gravel when compacted to ninety-five percent (95%).

TURNING RADIUS

Section 503.2.4 of the California fire code is hereby amended to read as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be an inner radius of twenty (20) feet and outer radius of forty (40) feet.

15.20.200: GRADE:

Section 503.2.7 of the California fire code is hereby amended to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be a maximum of twelve percent (12%), unless otherwise approved by the fire code official for short distances when appropriate mitigation measures are utilized.

15.20.210: OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS:

Section 503.4 of the California fire code is hereby amended to read as follows:

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in section 503.2.1 shall be maintained at all times. Any obstruction or impedance to reasonable access may be removed at the order of the fire code official or the fire department, with the expense of such removal to be borne by the owner of the roadway, or in the case of an obstructing vehicle or object, by the owner of said vehicle or object.

15.20.220: PREMISES IDENTIFICATION:

Section 505.1 of the California fire code is hereby amended to read as follows:

505.1 Premises Identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be affixed on a structure in a location with a clear, unobstructed view from the street. All numbers shall be electrically illuminated during the hours of darkness.

Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch for single-family residences.

All multi-family, multi-retail and multi-commercial occupancies shall:

Have a minimum of 6 inch high numbers, with a minimum one inch (1") stroke.

Identify individual units with numbers a minimum of four (4) inches, affixed to the unit's front door entrance or frame. All buildings with a rear door access shall identify that unit with the proper numbers affixed to the door or frame.

All light and heavy industrial occupancies shall have a minimum of ten (10) inch high numbers, with a minimum one-and-one-half inch ($1^1/2$") stroke. All complexes that are three (3) stories or greater in height and/or have two (2) or more building units shall have a minimum of ten (10) inch high numbers, with a one-and-one-half inch ($1^1/2$") stroke.

Buildings with a total floor area of 100,000 square feet (9290 m^2) or greater shall have minimum 12 inch (305 mm) high numbers, with a minimum stroke width of $1^1/2$ inches (38 mm).

All buildings with two (2) or more units shall identify utility meters according to the unit being serviced.

Buildings set-back from the street by 200' or more, shall have additional address number of a minimum of 4" located at the property entrance.

15.20.230: ROOFTOP ADDRESSES

Section 505.1.1 of the California fire code is hereby added to read as follows:

505.1.1 Rooftop Addressing. Buildings exceeding a total square footage of 50,000 square feet shall have rooftop numbers placed parallel to the addressed street for purposes of being visible from the air. The numbers shall be block lettered and shall be a minimum of four (4) feet in height and eighteen (18) inches in width. When more than one street address is assigned to a building, the beginning and ending address numbers are to be placed at opposite ends of the building, indicating the approximate location of the addressed portion of the building.

15.20.240: FIRE HYDRANTS AND MAINS:

Section 507.5.1 of the California fire code is hereby amended to read as follows:

507.5.1 Where Required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (91 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

1. For group R-3 and group U occupancies, the distance requirement shall be 600 feet (183 m). This distance may be further modified by the fire code official for such occupancies when buildings are equipped throughout with an approved fire sprinkler system installed in accordance with section 903.3.1.3.

2. Deleted.

15.20.250: PRIVATE FIRE HYDRANT IDENTIFICATION

Section 507.5.7: California fire code is hereby added to read as follows:

507.5.7 Private fire hydrants shall be painted OSHA Safety red or equivalent.

15.20.260: PRIVATE FIRE HYDRANT MARKERS

Section 507.5.8: of the California Fire Code is hereby added to read as follows:

507.5.8 Blue reflective pavement markers shall be placed within six (6) inches of the edge of the center lane line on the side of the nearest hydrant.

15.20.270: ACCESS TO EQUIPMENT:

Section 507.5.7:

Section 509.3 of the California fire code is hereby added to read as follows:

509.3 Access to Equipment in Multi-Unit Buildings. When automatic fire sprinkler systems or fire alarm systems are installed in buildings constructed for multiple tenants and these systems protect multiple tenant spaces, the main controls and control appurtenances, such as risers, fire alarm control panels, and valves for such systems, shall be located in an attached or included room or an approved weather-resistant enclosure with at least one exterior access door of not less than 3'-0" by 6'-8".

15.20.280: SMOKE OR FOG EMITTING SYSTEMS:

Section 511 of the California fire code is hereby added to read as follows:

511 Smoke Or Fog Emitting Systems. No alarm system shall be installed in a building or portion of a building which as a part of its operation discharges any gas, vapor, liquid, or other product when the primary intent of the system discharge is to obscure the vision of any person, cause disorientation, or incapacitate any person within the building or portion thereof. Nothing in this section is intended to preclude the connection of an alarm system to any fire suppression system.

15.20.290: GROUP A-1:

Section 903.2.1.1 of the California fire code is hereby amended to read as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for group A-1 occupancies.

15.20.300: GROUP A-2:

Section 903.2.1.2 of the California fire code is hereby amended to read as follows:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for group A-2 occupancies.

15.20.310: GROUP A-3:

Section 903.2.1.3 of the California fire code is hereby amended to read as follows:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for group A-3 occupancies.

15.20.320: GROUP A-4:

Section 903.2.1.4 of the California fire code is hereby amended to read as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for group A-4 occupancies.

15.20.330: GROUP A-5:

Section 903.2.1.5 of the California fire code is hereby amended to read as follows:

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided for group A-5 occupancies in the following areas: concession stands, retail areas, press boxes, and other accessory use areas in excess of 200 square feet (19 m^2).

15.20.340: GROUP B:

Section 903.2.1.8 of the California fire code is hereby added to read as follows:

903.2.1.8 Group B. An automatic sprinkler system shall be provided throughout all buildings containing group B occupancies where the fire area exceeds 200 square feet (19 m^2).

15.20.350: GROUP E:

Section 903.2.3 of the California fire code is hereby amended to read as follows:

903.2.3 Group E. Except as provided for in sections 903.2.19 for a new public school campus and 903.2.20 (modernization project), an automatic sprinkler system shall be provided for group E occupancies as follows:

1. Throughout all group E fire areas greater than 200 square feet (19 m^2) in area.

2. Throughout every portion of educational buildings below the level of exit discharge.

3. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in exempt amounts are used or stored.

15.20.360: GROUP F:

Section 903.2.4 of the California fire code is hereby amended to read as follows:

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all buildings containing group F occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.370: GROUP M:

Section 903.2.7 of the California fire code is hereby amended to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a group M occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.380: GROUP R:

Section 903.2.8 of the California fire code is hereby amended to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a group R fire area.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.

2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.

3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and buildings or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.

4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

5. When approved by the fire code official, detached group U private garages or carports accessory to a group R-3 occupancy, not located in the high or very high fire hazard areas of the jurisdiction as identified by California Department of Forestry and Fire Protection.

6. When approved by the fire code official, detached group U private garages or carports accessory to a group R-3 occupancy not located within fifty (50) feet from an adjacent building, structure, and/or property line.

15.20.390: GROUP S:

Section 903.2.9 of the California fire code is hereby amended to read as follows:

903.2.9 Group S. An automatic sprinkler system shall be provided throughout all buildings containing a group S occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.400: REPAIR GARAGES:

Section 903.2.9.1 of the California fire code is hereby amended to read as follows:

903.2.9.1 Repair Garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the California building code.

15.20.410: BULK STORAGE OF TIRES:

Section 903.2.9.2 of the California fire code is hereby amended to read as follows:

903.2.9.2 Bulk Storage of Tires. Buildings and structures where the area for the storage of tires exceeds 200 square feet (19 m^2) shall be equipped throughout with an automatic sprinkler system in accordance with section 903.3.1.1.

15.20.420: SECTION 903.2.9 AMENDED:

Section 903.2.9 of the California fire code is hereby amended by the deletion of the exception.

15.20.430: STORIES WITHOUT OPENINGS:

Section 903.2.11.1 of the California fire code is hereby amended to read as follows:

903.2.11.1 Stories without Openings. An automatic sprinkler system shall be installed throughout all stories, including basements, of all buildings where the floor area exceeds 200 square feet (19 m^2) and where there is not provided at least one of the following types of exterior wall openings:

1. Openings below grade that lead directly to ground level by an exterior stairway complying with section 1011 or an outside ramp complying with section 1012. Openings shall be located in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side.

2. Openings entirely above the adjoining ground level totaling at least 20 square feet (1.86 m^2) in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side.

15.20.440: SECTION 903.2.11.3 AMENDED:

Section 903.2.11.3 of the California fire code is hereby amended by the deletion of the exception.

15.20.450: GROUP U OCCUPANCY:

Section 903.2.18 of the California fire code is hereby amended to read as follows:

903.2.18 Group U Occupancy. An automatic sprinkler system shall be provided throughout buildings containing a group U occupancy where the fire area exceeds 200 square feet (19 m^2).

Exceptions:

1. When approved by the fire code official, group U occupancies, not located in the high or very high fire hazard areas of the jurisdiction as identified by California Department of Forestry and Fire Protection.

2. When a group U occupancy is not located within fifty (50) feet from an adjacent building, structure, and/or property line.

15.20.460: NFPA 13D SPRINKLER SYSTEMS:

Section 903.3.1.3 of the California fire code is hereby amended to read as follows:

903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two-family dwellings shall be installed throughout in accordance with NFPA 13D, including attached garages.

15.20.470: WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE:

Section 903.3.5.3 of the California fire code is hereby added to read as follows:

903.3.5.3 Water Supply For Areas Without City Water Service. In areas without city water service, buildings where the fire area exceeds 200 square feet (19 m^2) shall be provided with an approved automatic sprinkler system. Group R-3 occupancies shall be provided with on-site water storage for a minimum 10-minute sprinkler demand. When approved by the fire code official, on-site water storage for other than group R occupancies may be reduced to that required for an approved 30-minute sprinkler demand. These flows and duration do not consider the needs required to provide domestic service. All sprinkler systems shall be suitably freeze-protected for climatic conditions when necessary.

Exception: When approved by the fire code official, group U occupancy, not located in the high or very high fire hazard areas of the jurisdiction as identified by California Department of Forestry and Fire Protection.

15.20.480: AREA INCREASE AND RECONSTRUCTION:

Section 903.6.1 of the California fire code is hereby amended by adding the following:

903.6.1 Area Increase and Reconstruction. Every existing building or structure relocated or moved onto a property, every building or structure which as a result of fire, earthquake, or other disaster requires demolition and reconstruction, or every existing building or structure that is receiving or has received an addition(s) in which fifty percent (50%) of the original area is exceeded, shall have an approved automatic sprinkler system installed throughout therein.

15.20.490: CHANGE IN USE:

Section 903.6.2 of the California fire code is hereby amended by adding the following:

903.6.2 Change in Use. Changes made in the character or use of an occupancy shall be approved by the building official and the chief. When there is a change of use or occupancy of a building which exceeds 5,000 square feet in floor area which would place the building in a different division of the same group of occupancy or in a different group of occupancies, the occupancy shall be provided with an approved automatic sprinkler system throughout, unless the proposed use is less hazardous based on fire or life safety risk, than the existing use.

15.20.500: ADAPTIVE REUSE:

Section 903.6.3 of the California fire code is hereby amended by adding the following:

903.6.3 Adaptive Reuse. Every existing group R occupancy that is changed to a commercial use shall have an approved automatic sprinkler system installed throughout.

15.20.510: SECTION 905.4 AMENDED:

Section 905.4 of the California fire code is hereby amended by adding location number 7 to read as follows:

7. When required by other provisions of this code, $2^1/2$ inch hose connections, meeting the requirements of this section and fire department standards, shall be located at every other exterior fire department access door as defined by section 2306.6.1, and arranged so that every portion of the building and its contents can be reached with 150 feet of hose and stream.

15.20.520: SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND DRAFT CURTAINS:

Section 910.2 of the California fire code is hereby amended to read as follows:

910.2 Where Required. Where required by this code or otherwise installed, smoke and heat vents or mechanical smoke exhaust systems and draft curtains shall conform to the requirements of this section.

Exceptions:

1. Frozen food warehouses used solely for storage of class I and II commodities where protected by an approved automatic sprinkler system.

2. Deleted.

3. Deleted.

15.20.530: SPRINKLERED BUILDINGS:

Section 910.3.5 of the California fire code is hereby amended to read as follows:

910.3.5 Sprinklered Buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically by the actuation of a heat responsive device rated at least 100 degrees F above the operating temperature of the sprinkler heads, or manually with independent controls for the fire department pursuant to section 914.12.

15.20.540: SECTION 914.12 ADDED:

Section 914.12 of the California fire code is hereby added to read as follows:

914.12 Special Requirements For Group F, M, S-1 Or S-2 Distribution Warehouses Greater Than 50,000 Square Feet in Floor Area. Buildings classified primarily as group M, group S-1 or S-2, with no more than 10% of the building square footage occupied with accessory uses, in which the primary use is wholesale or retail sales of bulk products or packaged materials, or for the storage of commodities for distribution, shall be in accordance with this section.

914.12.1 Fire Command Center. A fire command center for fire department operations shall be provided. The location and accessibility of the fire control room shall be approved by the fire code official. The fire control room shall be separated from the remainder of the building by walls and ceilings not less than one-hour fire partitions. The room shall be a minimum of 200 square feet (19 m^2) in area, with a minimum dimension of 10 feet (3048 mm). The room shall contain the following as a minimum:

1. The fire alarm control unit and associated equipment.

2. Annunciator panel displaying status of sprinkler control valves and waterflow detectors.

3. Main controls and indicators for mechanical smoke exhaust systems.

4. Graphic with schematic indicating building floor plans, means of egress, fire protection systems, firefighting equipment and access.

5. Other firefighting equipment and system controls as required by the fire code official.

6. Emergency lighting powered by the standby electrical system.

914.12.2 Mechanical Smoke Exhaust. A mechanical smoke exhaust system conforming to the requirements of section 910.4 shall be provided. The system may be combined with environmental or other ventilation air systems when approved by the fire code official.

914.12.3 Standpipe Systems. A class I standpipe system shall be provided, with hose connections located at fire department access doors as required by section 905.4. The system may be interconnected with the building automatic sprinkler systems, and may be supplied by adjacent systems or by a separate riser. Standpipe systems shall conform to the requirements of NFPA 14.

914.12.4 Fire Department Graphic. A printed graphic with schematic diagrams of the building automatic sprinkler systems, fire alarm systems, means of egress, standpipe systems, smoke exhaust systems, access doors, and any other equipment as required by the fire code official shall be superimposed over a building floor plan or site plan and mounted on the wall in a highly visible location in the fire control room. The graphic shall be durable and waterproofed.

914.12.5 Standby Power. A standby power generator conforming to the California electrical code shall be provided on the premises, in a protected location. The generator shall have a rated capacity necessary to supply the load of all fire protection features listed below at the same time:

1. Emergency lighting and exit signs necessary for egress.

2. Lighting for the fire control room.

3. Signal and communication systems as applicable.

4. Electrically powered fire pumps required to maintain pressure.

5. Mechanical smoke exhaust systems as required by section 914.12.2.

In addition, a fuel supply sufficient for not less than two hours of operation shall be required on the premises. All electrically connected systems shall be transferred within 60 seconds after losing primary power.

914.12.6 Enhanced Communications. When required by the fire code official, enhanced communication equipment, such as bi-directional amplifiers, shall be provided in the building for dedicated use by the fire department. When such equipment is required to be installed, it shall be provided with a standby power supply.

914.12.7 Other Requirements. All fire protection systems shall comply with fire department standards regarding installation, signage and labeling, maintenance, and other requirements as specified by the fire code official.

15.20.550: EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS

Section 1103.2 of the California Fire Code is hereby amended to read as follows:

1103.2 Criteria 2: Within one (1) year of completion date. All plans and permits shall be submitted for review within six (6) months of completion date.

15.20.560: FIREWORKS:

Section 5608 of the California Fire Code is hereby added to read as follows:

"Fireworks" means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effect which are useful as pyrotechnic devices or for entertainment. The term "Fireworks" includes, but is not limited to, devices designated by the manufacturer as Fireworks, firecrackers, torpedoes, skyrockets, roman candles, rockets, sparklers, chasers, fountains, smoke sparks, aerial bombs, and Fireworks kits. "Fireworks" includes both "dangerous Fireworks" and "safe and sane" Fireworks as defined in the California Health and Safety Code.

15.20.570 1: MINOR CHARGE:

"Minor charge" is a person under the age of eighteen (18) years for whom a responsible guardian has the legal care, custody or control.

15.20.580.2: PROPERTY:

"Property" shall mean any private property; including but not limited to, a residence, yard, or field, whether or not occupied as a dwelling, and whether owned, leased, rented or used with or without compensation.

15.20.590.3: RESPONSE COSTS:

"Response costs" means those reasonable and necessary costs directly incurred by City public safety or other personnel for a response to an unpermitted discharge or illegal storage of fireworks, and include the cost of providing law enforcement, firefighting, or other services arising from the unpermitted discharge or illegal storage, maintaining or handling of fireworks, including but not limited to:

A. Salaries and benefits of public safety or other personnel for the amount of time spent responding to, remaining at, or otherwise dealing with the unpermitted discharge or illegal storage of fireworks, and the administrative costs attributable to any response;

B. The cost of any medical treatment to or for any public safety personnel injured responding to, remaining at, or leaving the scene of the unpermitted discharge or illegal storage of fireworks;

C. The cost of repairing or replacing any public safety equipment or property damage, and the cost of use of any such equipment, in responding to, remaining at, or leaving the scene of any unpermitted discharge or illegal storage of fireworks; and

D. The disposal cost of confiscated fireworks.

15.20.600.4: RESPONSIBLE GUARDIAN:

"Responsible guardian" means a parent, guardian or other person having the legal care, custody, or control of his or her minor charge.

15.20.610.5: PROHIBITION:

Except as otherwise provided in this Code, no person shall have in his or her possession, or keep, store, use, shoot, discharge, set off, ignite, explode, manufacture, sell, offer to sell, give, transport, or improperly dispose of any fireworks or dangerous or safe and sane fireworks.

A. Except where otherwise expressly provided in this Code or under a permit issued by the California State Fire Marshal or the Fire Chief, it shall be unlawful for any person to possess, offer for sale, or store any fireworks.

B. Except where otherwise expressly provided in this Code, it shall be unlawful for any property owner or tenant to allow or permit the possession, sale, use or discharge of fireworks at or on their property when the property owner or tenant knows or should know of the possession, sale, use or discharge of fireworks at or on such property.

C. The Fire Chief and his or her authorized representatives shall have the authority to seize, take, and remove any fireworks, dangerous fireworks, and safe and sane fireworks. The Fire Chief and his authorized representatives may charge any person whose fireworks are seized pursuant to this section.

D. Every person who causes, aids, abets or conceals a violation of the California Fire Code is guilty of violating the California Fire Code. Each such person, corporation or firm shall be deemed guilty of a misdemeanor of a separate offense for each day or portion thereof during which any violation of any provision of the California Fire Code is committed, continued, permitted or maintained by such person, firm or corporation.

15.20.620.6: APPLICATION OF STATE LAW:

Nothing in this section 15.20.520 shall limit any of the penalties provided in the California Health and Safety Code or the California Penal Code with regard to the offer for sale, exposing for sale, sale at retail, use or discharge of any fireworks.

15.20.630.7: LIABILITY FOR RESPONSE COSTS:

A. Any person who violates this section 15.20.520 shall be liable for response costs incurred in responding to the unpermitted use, discharge or storage of fireworks.

B. If a person who violated this section 15.20.520 is a minor charge, the responsible guardian of the minor charge and the minor charge shall be jointly and severally liable for the response costs incurred pursuant to this section 15.20.520.

C. To incur liability for response costs imposed by this section 15.20.520, a person who violates this section 15.20.520 need not be present at the event that causes the response giving rise to the imposition of response costs.

D. Response costs imposed by this section 15.20.520 are in addition to any other costs that may be recovered under this Code or State law.

15.20.640: WILDLAND-URBAN INTERFACE FIRE AREA:

Section 4902.1 the definition of the Local Responsibility Area (LRA) is hereby added to read as follows:

Local Responsibility Area (LRA) is defined as lands within the geographical boundaries found in the map within the city of Redlands general plan figure 8.1.

15.20.650: VEGETATION MANAGEMENT

Section 4906.1.1 of the California fire code is hereby added to read as follows:

4906.1.1 Maintenance. Persons owning, leasing, controlling, operating or maintaining buildings or structures in, upon or adjoining hazardous fire areas, and persons owning, leasing or controlling land adjacent to such buildings or structures, shall at all times:

Maintain an effective fuel modification zone by removing, clearing, or modifying away combustible vegetation and other flammable materials from areas within 100 feet from such buildings or structures. (See exception 3 for fire-resistive construction and other features for approval and/or a reduction of the fuel modification zone.) The fuel modification zone may be replanted with either approved irrigated, fire-resistant planting material or approved non-irrigated, drought-tolerant, fire-resistant plant material. Use of plants, trees, and/or shrubs on the Redlands fire department wildland urban interface high fire severity area undesirable list, must be specifically approved by the fire code official. Use of any of the plantings on the list is subject to periodic, ongoing inspections by the fire department to ensure proper maintenance. Inspections may incur fees payable by the property owner. Failure to maintain the plants and trees on this list in accordance with plan approval could result in the plants, trees, and/or shrubs being ordered to be removed at the expense of the property owner. Replanting of the fuel modification zone may be required for erosion control.

Exceptions:

1. Single specimens of trees, ornamental shrubbery or similar plants used as ground covers, provided that they do not form a means of rapidly transmitting fire from the native growth to any structure.

2. Grass and other vegetation located more than 30 feet from buildings or structures and less than 18 inches (457 mm) in height above the ground need not be removed where necessary to stabilize the soil and prevent erosion.

3. With the approval of the fire code official, the width of the fuel modification zone may be reduced where fire-resistive structures or other features are constructed. However, in no case shall the fuel modification zone be reduced to less than 30 feet. See California building code chapter 7A and international wildland-urban interface code for the minimum requirements of a fire-resistive structure.

Remove portions of trees, which extend within 10 feet of the outlet of a chimney,

Maintain trees adjacent to or overhanging a building free of deadwood, and

Maintain the roof of a structure free of leaves, needles or other dead vegetative growth.

If the owner fails to correct such conditions, the fire code official is authorized to cause the same to be done and make the expense of such correction a lien upon the property where such condition exists.

15.20.660: DEFENSIBLE SPACE

Section 4907.4 of the California fire code is hereby added to read as follows:

4907.4 Defensible space zones. All existing habitable buildings and structures withing the Very High Fire Hazard Severity Zone (VHFHSZ) shall maintain defensible space in

accordance with sections 4907.4.1, 4907.4.2, and 4907.4.3. The fire code official may require additional fuel modification measures to be taken by the property owner when extreme hazardous vegetation conditions are present.

4907.4.1 Zone Zero (0-5 feet) – Ember Resistant. Zone zero zones shall be maintained in accordance with sections 4907.4.1.1 through 4907.4.1.8.

4907.4.1.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than fifty (50) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.
2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.
3. Maintain grasses to a maximum height of four (4) inches.
4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within 4 feet of the ground or one-third of its height, whichever is less.
5. Vines are to be limited on the structure.
6. Vegetation under windows shall be kept to below eighteen (18) inches.
7. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

4907.4.1.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.
2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.
3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

4907.4.1.3 Balconies, Overhangs, and Porches. The underside of balconies, overhangs, and porches shall be kept clear of combustible vegetation.

4907.4.1.4 Organic Wood Chips and Mulch. Organic mulch and wood chip application is prohibited. Non-combustible materials such as concrete, gravel, decomposed granite, or other approved materials shall be used within this zone.

4907.4.1.5 Firewood. Firewood shall not be stored within this zone.

4907.4.1.6 Chimneys. All chimneys shall have a spark arrestor and all branches shall be a minimum of ten (10) feet from chimneys, stovepipe outlet, and heater outlets.

4907.4.1.7 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

4907.4.1.8 Roofs and Gutters. Maintain the roof and gutters to be free of leaves, needles, or other vegetation.

4907.4.1.9 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

4907.4.2 Zone One (5-30 feet) – Lean, Clean, and Green Zone. Zone one zones shall be maintained in accordance with sections 4907.4.2.1 through 4907.4.2.5.

4907.4.2.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than fifty (50) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.
2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.
3. Maintain grasses to a maximum height of four (4) inches.
4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within 4 feet of the ground or one-third of its height, whichever is less.
5. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

4907.4.2.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.
2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.
3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

4907.4.2.3 Organic Wood Chips and Mulch. Organic mulch and wood chips shall be kept at a depth of three (3) inches.

4907.4.2.4 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

4907.4.2.5 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

4907.4.3 Zone Two (30-100 feet) – Fuel Reduction Zone. Zone one zones shall be maintained in accordance with sections 4907.4.3.1 through 4907.4.3.5.

4907.4.3.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than sixty (60) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.
2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.
3. Maintain grasses to a maximum height of eighteen (18) inches.
4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within four (4) feet of the ground or one-third of its height, whichever is less.
5. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

4907.4.3.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.
2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.
3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.
4. All exposed wood piles shall have a minimum of ten (10) feet of clearance down to bare mineral soil in all direction.

4907.4.3.3 Organic Wood Chips and Mulch. Organic mulch and wood chips shall be kept at a depth of three (3) inches.

4907.4.3.4 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

4907.4.3.5 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

15.20.670: FIRE PROTECTION PLAN:

Section 4903 of the California fire code is hereby amended to read as follows:

Section 4903 Fire Protection Plan

4903.1 General. A fire protection plan (FPP), approved by the fire code official, shall be required for all new development within the wildland-urban interface area.

The FPP shall include mitigation measures consistent with the unique problems resulting from the location, topography, geology, flammable vegetation, and climate of the proposed site.

The FPP shall address water supply, access, building ignition and fire resistance, fire protection systems and equipment, defensible space and vegetation management.

The FPP shall be consistent with the requirements of California building code chapter 7A, and the international wildland-urban interface code, and the Redlands municipal code.

15.20.680: APPENDIX B:

Section B105.2 of appendix B of the California fire code is hereby amended by amending the exception to read as follows:

Exception: A reduction in required fire-flow of up to 50 percent (50%), as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 l/min) for the prescribed duration as specified in table B105.1(2).

15.20.690: APPENDIX BB:

Section BB105.1 of appendix BB of the California fire code is hereby amended by amending the exception to read as follows:

Exception: A reduction in required fire-flow of up to 50 percent (50%), is allowed when the building is provided with an approved automatic sprinkler system. When a reduction in fire flow is used, fire flow shall not be less than 1500 gpm.

15.20.700: APPENDIX C:

Appendix C is hereby adopted in its entirety without amendments or deletions.

15.20.710: APPENDIX CC:

Appendix CC is hereby adopted in its entirety without amendments or deletions.

15.20.720: APPENDIX D:

Appendix D is hereby adopted in its entirety with the following additions and amendments:

Section D101.2 of appendix D of the California fire code is hereby added to read as follows:

D101.2 Construction Documents. Construction documents for proposed fire apparatus access location of fire lanes, security gates across fire apparatus access and construction documents and hydraulic calculations for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.

Section D101.3 of appendix D of the California fire code is hereby added to read as follows:

D101.3 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles.

Section D102.1 of appendix D of the California fire code is hereby amended to read as follows:

D102.1 Access and Loading. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building thereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior wall for the first story of the building as measured by an approved route around the exterior of the building or facility.

Section D103.3 of appendix D of the California fire code is hereby amended to read as follows:

D103.3 Turning Radius. 503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be an inner radius of nineteen (20) feet and outer radius of forty (40) feet.

Section D103.4 of appendix D of the California fire code is hereby amended to read as follows:

D103.4 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.

Section D103.7 of appendix D of the California fire code is hereby added to read as follows:

D103.7 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing at least 75,000 pounds. The roadway shall be surfaced so as to provide all weather driving capabilities.

Section D103.8 of appendix D of the California fire code is hereby added to read as follows:

D103.8 Authority. The fire code official shall have the authority to require an increase in the minimum access width where they are inadequate for fire or rescue operations.

Section D103.9 of appendix D of the California fire code is hereby added to read as follows:

D103.9 Bygone Roadways. Where fire department access is unduly difficult utilizing bygone roadways, and where modifications would significantly impact the historical significance of the area, the fire chief may authorize alternative means and methods in order to maintain fire department access. Methods may include but are not limited to the posting of signs and notices of parking requirements in order to maintain access.

15.20.730: APPENDIX O

Section O101.2 of the California fire code is hereby amended to read as follows:

O101.2 Permits. An operational permit shall be required for haunted houses, ghost walks or similar uses in accordance with Appendix O101.2. Permit applications and documents shall be submitted within three (3) weeks of occupancy date. Additional permits shall be obtained from local building department as required for any structural, electrical, or other modifications.

Section O103.2 of the California fire code is hereby amended to read as follows:

O103.2 Tents or membrane structures. Tents and membrane structures may be used when in compliance with all applicable requirements of this regulation, chapter 31 of this code, and when the total floor area of the tent is less than 1,000 square feet and the travel distance to an exit from any location is less than fifty (50) feet.

Section O103.7 of the California fire code is hereby amended to read as follows

O103.7 Exception 2: Existing unsprinklered assembly spaces, such as gymnasiums, when used for assembly purposes such as grad night.

Section O103.7.1.1 of the California fire code is hereby amended to read as follows:

O103.7.1.1 Obstructions. Fire sprinkler systems and piping, when provided, shall not be obstructed, altered, or used to support any decorations.

Section O103.7.2.1 of the California fire code is hereby amended to read as follows:

O103.7.2.1 Obstructions. Automatic smoke detection systems or devices, when present, shall not be obstructed, altered, or turned off.

Section O103.7.4 of the California fire code is hereby added to read as follows:

> O103.7.4 Add Exception. When the total floor area of the tent is less than 1,000 square feet and the travel distance to an exit from any location is less than fifty (50) feet, manually activated devices suitable for sounding an alarm or another approved method of alerting staff shall be provided as approved by the fire code official.

Section O103.9.1 of the California fire code is hereby amended to read as follows:

> O103.9.1 Flame retardant. All decorative materials shall be both inherently flame retardant, labeled as such, or be treated with a listed flame-retardant material registered with the California State Fire Marshal. If the material is treated by the user, a container and receipt will serve as proof.

Section O103.12 of the California fire code is hereby amended to read as follows:

> O103.12 Inspections. A fire and life safety inspection shall be conducted by the fire department prior to the start of the event. Final building department inspection and sign-off shall be made in conjunction with the fire department.

15.20.740: VIOLATION; PENALTY:

A. It is unlawful to violate or fail to comply with any of the provisions of the California fire code, or to fail to comply with any order made pursuant thereto. It is also unlawful to build in violation of any detailed statement of plans or specifications submitted and approved under the California fire code, or any certificate or permit issued thereunder, and from which no appeal has been taken.

B. Except as otherwise specified in this chapter, all violations of the California fire code or its appendices, or the amendments thereto contained in this chapter, are misdemeanors and are punishable as provided in title 1, chapter 1.20 of this code.

C. Every person who causes, aids, abets or conceals a violation of the California fire code is guilty of violating the California fire code. Each such person, corporation or firm shall be deemed guilty of a separate offense for each day or portion thereof during which any violation of any provisions of the California fire code is committed, continued, permitted or maintained by such person, firm or corporation."

Section 2. If any subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by State or Federal legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

Section 3. The provisions of this Ordinance shall be in force on and after the date upon which this Ordinance becomes effective; provided, however, that where complete plans for buildings have been filed and are pending for building permits prior to the effective date of this Ordinance, permits may be issued in compliance with the governing laws at the time of review and approval of such plans, and the applicant may proceed with construction, provided physical construction is commenced within one hundred eighty (180) days from the date of issuance of the permit and continued to completion.

Section 4. Unless superseded and expressly repealed, references in City forms, documents and regulations to Chapter 15.20 of the Redlands Municipal Code and to the former edition of the California Fire Code shall be construed to apply to the corresponding provisions of Chapter 15.20 of the Redlands Municipal Code and the 2022 edition of the California Fire Code as adopted and established by this Ordinance.

Section 5. The City Council hereby determines that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) for the reason that it can be seen with certainty there is no possibility that the adoption of this Ordinance will have a significant effect on the environment.

Section 6. The City Clerk is hereby directed to publish notice in a newspaper of general circulation within the City, in accordance with Government Code section 6066, of the scheduling of a public hearing to consider adoption of this Ordinance on December 6, 2022. The notice shall state the time and place of the hearing, and shall also state that copies of the California Fire Code, 2022 edition, and the proposed amendments thereto, are on file with the office of the City Clerk and open to public inspection. The notice shall also contain a description which the City Council deems sufficient to serve notice to the interested persons of the purpose of this Ordinance and the subject matter hereof. The City Council further delegates the determination of such sufficiency to the City Manager.

Section 7. 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.

_____

Paul T. Barich Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the _____ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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 and find that the Ordinance is exempt from environmental review under the California Environmental Quality Act pursuant to Section 15061(b)(3) of the State's Guidelines (Assistant City Manager McConnell)

MOTION(S):

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

Mayor requests the City Clerk to read the title of Ordinance No. 2940.

I move to waive further reading of Ordinance No. 2940 and to introduce No. 2940; and find that the Ordinance is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State's Guidelines implementing CEQA.

RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 2940 and find that the Ordinance is exempt from environmental review under the California Environmental Quality Act pursuant to Section 15061(b)(3) of the State's Guidelines implementing CEQA.

DISCUSSION:

In early 2022, Mayor Paul Barich commissioned Pennington Designs to create a new logo for the City. At its June 7, 2022, meeting, the City Council adopted the new city logo. Following the adoption of the logo, Mayor Barich donated the logo and all graphics, proofs, drafts and other items associated with the logo to the City.

On June 29, 2022, Pennington Designs assigned and transferred to the City all intellectual property rights, including any rights to do any act necessary to secure copyright or trademark registration, renewals, reissues, and extensions. As a result of these actions, the new logo is now the property of the City.

However, the City currently does not have adopted policies or detailed regulations for the use of the Official City Seal or any other City logos, badges or patches, nor does it have regulations protecting the Official City Seal, and City logos, badges or patches from unauthorized use by third parties.

California Government Code Section §34501.5 states that any person who uses or allows to be used any reproduction or facsimile of the seal of the city in any campaign literature or mass mailing, with intent to deceive the voters, is guilty of a misdemeanor. It goes further to state that the use of a reproduction or facsimile of a seal in a manner that creates a misleading, erroneous, or false impression that the document is authorized by a public official is evidence of intent to deceive. Additionally, this intent to deceive can also be deemed a violation of California Elections Code Section §18304 and is against California Elections Code.

While these State law provisions provide some protection, the City wishes to create greater limits and protection for the use of the Official City Seal and extend that protection to City logos, badges and patches which represent city departments and services in the City. The attached ordinance is presented to the City Council for its consideration.

ALTERNATIVES:

The City Council could elect not to introduce Ordinance No. 2940 and provide alternative direction to staff.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Chris Boatman, Assistant City Manager
Carl Baker, Public Information Officer

PREPARED BY:
Ross Wittman, Project Manager

Fiscal Impact

Discussion:

There is no fiscal impact associated with the introduction of Ordinance No. 2940.

Attachments

Ordinance No. 2940 Clean

Ordinance No. 2940 Legislative

ORDINANCE NO. 2940

AN ORDINANCE OF THE CITY OF REDLANDS, CALIFORNIA, AMENDING REDLANDS MUNICIPAL CODE CHAPTER 1.08 ESTABLISHING REGULATIONS FOR CUSTODY AND USE OF THE CITY SEAL, LOGOS, BADGES AND PATCHES

WHEREAS, the City desires to protect its official Seal and Logo from all unauthorized uses to prevent fraud, deception, misrepresentation, and/or abuse;

WHEREAS, California Government Code § 34051.5 and California Elections Code § 18304 prohibits the use of the City seal in any campaign literature or mass mailing with intent to deceive voters;

WHEREAS, the use of a reproduction or facsimile of a seal may create a misleading, erroneous, or false impression of an endorsement or authorization by the City or public official; and

WHEREAS, the City Council seeks to ensure that the City Seal and City Logo are used only for purposes directly related to the official business of the City of Redlands, or as expressly authorized.

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

Section 1. Chapter 1.08 of the Redlands Municipal Code titled, "City Seal," is hereby re-titled and amended in its entirety to read as follows:

"CHAPTER 1.08

CUSTODY AND USE OF THE OFFICIAL CITY SEAL, CITY LOGOS, BADGES AND PATCHES

Sections:

1.08.010 Definitions.
1.08.020 Use of Official City Seal, City Logos Badges and/or Patches.
1.08.030 Prohibited Uses of City Seal, City Logos, Badges and/or Patches.
1.08.040 Penalties.

1.08.010 Definitions. The following words shall have the meanings set forth below when used in this Chapter:

A. "Official City Seal" means the official City Seal of the City of Redlands as adopted by City Council Ordinance No. 2718. The official seal of the City of Redlands shall be in the form of a die approximately two inches ("2") in diameter. The form of the die shall be two (2) circles, one inside the other. Within the smaller circle shall be imprinted the words "Incorporated 1888," and within the larger circle and outside the limits of the inner circle shall be imprinted the words "City of Redlands California depicted below:

B. “City Logo” shall be the following image adopted as the official logo of the City of Redlands by action of the City Council on June 7, 2022:



C. “Redlands Police Logo” shall be the following image adopted as the official logo of the Redlands Police Department:



D. “Redlands Police Badge” shall be the following image adopted as the official badge of the Redlands Police Department:



E. "Redlands Police Patch" shall be the following image adopted as the official patch of the Redlands Police Department:



F. "Redlands Recreation & Senior Services Logo" shall be the following image adopted as the official logo of Redlands Recreation & Senior Services:



G. "Official City Seal, City Logos, Badges and/or Patches" shall mean collectively the Official City Seal, the City Logo, the Redlands Police Logo, the Redlands Police Badge,

the Redlands Police Patch, and the Redlands Recreation & Senior Services Logo, unless expressly stated otherwise.

1.08.020 Use of Official City Seal, City Logos, Badges and Patches.

A. The City Clerk or designee, acting as the Custodian of the Official City Seal as defined herein is authorized to use or affix the Official City Seal, as appropriate, to all certificates and documents as may be required by law, by this Municipal Code, or by City ordinance or resolution, to authenticate official City documents or to indicate institutional sanction for official, legal and ceremonial purposes.

B. The Official City Seal, City Logos, Badges and/or Patches shall only be used for purposes directly connected with the official business of the City of Redlands, its City Council, City boards, commissions, committees, City officers, employees or departments, or for other city-related purposes upon written authorization of the City Clerk or designee for use of the Official City Seal and the City Manager or designee for use of the City Logos, Badges and/or Patches.

C. The members of the City Council and City boards, commissions and committees, and any City officer or employee may use stationary, business cards, and other materials and articles printed by the City with the Official City Seal, City Logos, Badges and/or Patches only while acting within the scope of their office or employment.

D. The Director of Facilities & Community Services shall designate the vehicles, equipment or other items of property belonging to the City to be affixed with the image of the City Logos, Badges and/or Patches, as appropriate.

E. The City Council retains the right to create variations of the Official City Seal and any City Logos, Badges and/or Patches and to adopt and establish other official City seals and logos, badges and patches. Such variations may include, but are not limited to, centennial or other seals or logos which mark anniversaries, events, and/or any other City occasion the City Council wishes to commemorate. The Official City Seal, City Logos, City Badges and/or Patches may only be altered pursuant to ordinance or resolution of the City Council.

1.08.030 Prohibited Uses of Official City Seal, City Logos, Badges and Patches.

A. Except as otherwise provided for herein, it is unlawful for any person or entity to make use of the Official City Seal, City Logos, Badges and/or Patches or any portion, facsimile, mock-up, derivative or reproduction thereof, or make or use any design, symbol, emblem, insignia or similar device that is an imitation of said Official City Seal, City Logos, Badges and/or Patches or that may be mistaken therefor, that is designed, intended or likely to confuse or mislead the public, for private or commercial purposes or for any purpose other than the official business of the City.

No person, firm, association, or corporation shall use the Official City Seal and the City Logos, Badges and/or Patches or any facsimile thereof for purposes of supporting or opposing the nomination or election to any City or other public office of any person, or for purposes of supporting or opposing any ballot measure, nor include such Official City Seal or any City Logos, Badges and/or Patches on any writing distributed for purposes of influencing the action of the electorate, or any part thereof, in any election. This section shall not be applicable to official writings issued by the City or the City Council as a whole pursuant to law.

1.08.040 Penalties.

Unauthorized use of the Official City Seal, City Logos, Badges and/or Patches for malicious, deceptive, fraudulent, or other unauthorized purposes in violation of this Chapter is declared to be a public nuisance and the City can abate or enjoin such use pursuant to the Redlands Municipal Code. Violation of this Chapter shall be an infraction or misdemeanor, as determined by the City Attorney. Nothing herein prevents the City from using any other available civil and/or criminal remedies allowed by law to protect the Official City Seal, City Logos, City Badge and/or Patch from improper or illegal use.

Section 2. WHEREAS, the City Council hereby determines that approval of Ordinance No. 2940 is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State's Guidelines implementing CEQA because it can be seen with certainty that adoption of the Ordinance will not cause any significant environmental effects and will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Ordinance are declared to be severable.

Section 4. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 6th day of December, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Jeanne Donaldson, City Clerk

ORDINANCE NO. 2940

AN ORDINANCE OF THE CITY OF REDLANDS, CALIFORNIA, AMENDING REDLANDS MUNICIPAL CODE CHAPTER 1.08 ESTABLISHING REGULATIONS FOR CUSTODY AND USE OF THE CITY SEAL, LOGOS, BADGES AND PATCHES

WHEREAS, the City desires to protect its official Seal and Logo from all unauthorized uses to prevent fraud, deception, misrepresentation, and/or abuse;

WHEREAS, California Government Code § 34051.5 and California Elections Code § 18304 prohibits the use of the City seal in any campaign literature or mass mailing with intent to deceive voters;

WHEREAS, the use of a reproduction or facsimile of a seal may create a misleading, erroneous, or false impression of an endorsement or authorization by the City or public official; and

WHEREAS, the City Council seeks to ensure that the City Seal and City Logo are used only for purposes directly related to the official business of the City of Redlands, or as expressly authorized.

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

Section 1. Chapter 1.08 of the Redlands Municipal Code titled, "City Seal," is hereby re-titled and amended in its entirety to read as follows:

CHAPTER 1.08

~~CITY SEAL~~ CUSTODY AND USE OF THE CITY SEAL, CITY LOGOS, BADGES & PATCHES

Sections:

1.08.010	**~~Designated~~ Definitions**
1.08.020	**Use of City Seal, City Logos, Badges and/or Patches**
1.08.030	**Prohibited Uses of City Seal, City Logos, Badges and/or Patches**
1.08.040	**Penalties**

~~**1.08.010: DESIGNATED:**~~

~~The official seal of the city of Redlands shall be in the form of a die approximately two inches (2") in diameter. The form of the die shall be two (2) circles, one inside the other. Within the smaller circle shall be imprinted the words "Incorporated 1888", and within the larger circle and outside the limits of the inner circle shall be imprinted the words "City of Redlands California".~~

1.08.010 Definitions. The following words shall have the meanings set forth below when used in this Chapter:

A. "Official City Seal" means the official City Seal of the City of Redlands as adopted by City Council Ordinance No. 2718. The official seal of the City of Redlands shall be in the form of a die approximately two inches ("2") in diameter. The form of the die shall be two (2) circles, one inside the other. Within the smaller circle shall be imprinted the words

"Incorporated 1888," and within the larger circle and outside the limits of the inner circle shall be imprinted the words "City of Redlands California depicted below:



B. "City Logo" shall be the following image adopted as the official logo of the City of Redlands by action of the City Council on June 7, 2022:



C. "Redlands Police Logo" shall be the following image adopted as the official logo of the Redlands Police Department:



D. "Redlands Police Badge" shall be the following image adopted as the official badge of the Redlands Police Department:



E. "Redlands Police Patch" shall be the following image adopted as the official patch of the Redlands Police Department:



F. "Redlands Recreation & Senior Services Logo" shall be the following image adopted as the official logo of Redlands Recreation & Senior Services:



G. "Official City Seal, City Logos, Badges and/or Patches" shall mean collectively the Official City Seal, the City Logo, the Redlands Police Logo, the Redlands Police Badge,

the Redlands Police Patch, and the Redlands Recreation & Senior Services Logo, unless expressly stated otherwise.

1.08.020 Use of Official City Seal, City Logos, Badges and Patches.

A. The City Clerk or designee, acting as the Custodian of the Official City Seal as defined herein is authorized to use or affix the Official City Seal, as appropriate, to all certificates and documents as may be required by law, by this Municipal Code, or by City ordinance or resolution, to authenticate official City documents or to indicate institutional sanction for official, legal and ceremonial purposes.

B. The Official City Seal, City Logos, Badges and/or Patches shall only be used for purposes directly connected with the official business of the City of Redlands, its City Council, City boards, commissions, committees, City officers, employees or departments, or for other city-related purposes upon written authorization of the City Clerk or designee for use of the Official City Seal and the City Manager or designee for use of the City Logos, Badges and/or Patches.

C. The members of the City Council and City boards, commissions and committees, and any City officer or employee may use stationary, business cards, and other materials and articles printed by the City with the Official City Seal, City Logos, Badges and/or Patches only while acting within the scope of their office or employment.

D. The Director of Facilities & Community Services shall designate the vehicles, equipment or other items of property belonging to the City to be affixed with the image of the City Logos, Badges and/or Patches, as appropriate.

E. The City Council retains the right to create variations of the Official City Seal and any City Logos, Badges and/or Patches and to adopt and establish other official City seals and logos, badges and patches. Such variations may include, but are not limited to, centennial or other seals or logos which mark anniversaries, events, and/or any other City occasion the City Council wishes to commemorate. The Official City Seal, City Logos, City Badges and/or Patches may only be altered pursuant to ordinance or resolution of the City Council.

1.08.030 Prohibited Uses of Official City Seal, City Logos, Badges and Patches.

A. Except as otherwise provided for herein, it is unlawful for any person or entity to make use of the Official City Seal, City Logos, Badges and/or Patches or any portion, facsimile, mock-up, derivative or reproduction thereof, or make or use any design, symbol, emblem, insignia or similar device that is an imitation of said Official City Seal, City Logos, Badges and/or Patches or that may be mistaken therefor, that is designed, intended or likely to confuse or mislead the public, for private or commercial purposes or for any purpose other than the official business of the City.

No person, firm, association, or corporation shall use the Official City Seal and the City Logos, Badges and/or Patches or any facsimile thereof for purposes of supporting or opposing the nomination or election to any City or other public office of any person, or for purposes of supporting or opposing any ballot measure, nor include such Official City Seal or any City Logos, Badges and/or Patches on any writing distributed for purposes of influencing the action of the electorate, or any part thereof, in any election. This section shall not be applicable to official writings issued by the City or the City Council as a whole pursuant to law.

1.08.040 Penalties.

Unauthorized use of the Official City Seal, City Logos, Badges and/or Patches for malicious, deceptive, fraudulent, or other unauthorized purposes in violation of this Chapter is declared to be a public nuisance and the City can abate or enjoin such use pursuant to the Redlands Municipal Code. Violation of this Chapter shall be an infraction or misdemeanor, as determined by the City Attorney. Nothing herein prevents the City from using any other available civil and/or criminal remedies allowed by law to protect the Official City Seal, City Logos, City Badge and/or Patch from improper or illegal use.

Section 2. WHEREAS, the City Council hereby determines that approval of Ordinance No. 2940 is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State's Guidelines implementing CEQA because it can be seen with certainty that adoption of the Ordinance will not cause any significant environmental effects and will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Ordinance are declared to be severable.

Section 4. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 6th day of December, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Jeanne Donaldson, City Clerk

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Work Construction Contract with Tryco General Engineering for the 2022 Citywide Sidewalk and ADA Ramp Replacement Project for an amount not-to-exceed $1,000,000, and determinate that the Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine that approval of the 2022 Citywide Sidewalk and ADA Ramp Replacement Project is exempt from environmental review in accordance with Section 15301(c) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve the 2022 Citywide Sidewalk and ADA Ramp Replacement Project plans and specifications, and award the Public Work Construction Contract to Tryco General Engineering for an amount not to-exceed $1,000,000.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the 2022 Citywide Sidewalk and ADA Ramp Replacement Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of the 2022 Citywide Sidewalk and ADA Ramp Replacement Project plans and specifications and award the Public Work Construction Contract to Tryco General Engineering for an amount not-to-exceed $1,000,000.

DISCUSSION:

The 2022 Citywide Sidewalk and ADA Ramp Replacement Project (Project) will replace approximately 3 miles of lifted and broken sidewalks and forty-five (45) ADA curb ramps in various locations throughout the City. Specific locations have been determined in accordance with the sidewalk repair matrix methodology, approved by the City Council on September 1, 2015, and the ADA ramp survey summary prepared by VA Consulting, Inc. in 2014.

City staff prepared plans and specifications and advertised the Project for construction in early October 2022. On November 02, 2022, the City Clerk's office received and opened the following eleven (11) bids for the Project:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. Tryco General Engineering, Rimforest CA	$945,630.00
2. AID Builders, Inc., Los Alamitos CA	*$965,917.75
3. Stance Construction Co., Chino CA	$1,048,312.43
4. Leonida Builders, Inc., Santa Clarita CA	$1,049,180.00
5. CT&T Concrete Paving Inc., Diamond Bar CA	$1,129,078.00
6. Doja Inc., Ontario CA	$1,220,000.00
7. LC Paving & Sealing Inc., Escondido CA	$1,292,827.00
8. Gentry General Engineering Inc., Rancho Cucamonga CA	$1,389,402.75
9. EBS General Engineering Inc., Corona CA	$1,813,612.00
10. PUB Construction Inc., Diamond Bar CA	$1,894,556.00
11. Jergensen Construction Inc., Oak Hills CA	$2,967,563.00

*An arithmetic error was made in the bid proposal. The total bid amount was corrected and highlighted in the attached Bid Analysis to identify arithmetic errors, but did not affect ranking.

Bids were reviewed by staff and Tryco General Engineering was determined to be the lowest responsive and responsible bidder. Staff recommends including $54,370 in the contract as contingency funding to be used only for any unforeseen work during construction. Therefore, staff recommends awarding a Construction Contract to Tryco General Engineering in an amount not-to-exceed $1,000,000. If approved, it is anticipated that the Project will be completed within one hundred fifty (150) calendar days from the issuance of the Notice to Proceed.

This project is exempt from environmental review in accordance with Section 15301 (c) of the State's guidelines implementing the California Environmental Quality Act as this project involves pedestrian safety improvements within

existing right-of-way with no expansion of existing use of the roadway.

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
Goutam K. Dobey, City Engineer

PREPARED BY:
Elva Arellanes, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 22/23
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	101400

Discussion:

There is no fiscal impact associated with this action. Funding for this Project is included in the FY 22/23 MUED approved budget.

Attachments

A. Tryco Construction 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 6th day of December 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 Tryco General Engineering, California corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

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

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2022 Citywide Sidewalk and ADA Ramp Replacement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2022 Citywide Sidewalk and ADA Ramp Replacement, Project No. 400022 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of one million dollars ($1,000,000) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within One Hundred Fifty (150) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of 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 FOLLOWING PATE]

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)

TRYCO GENERAL ENGINEERING
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
2022 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. 400022

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 _____, 2022.

TRYCO GENERAL ENGINEERING
(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 December 6, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2022 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. 400022 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of one million dollars ($1,000,000) 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 _____, 2022.

(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 December 6, 2022, and identified as 2022 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. 400022 is hereby referred to and made a part hereof; and

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

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of one million dollars ($1,000,000) 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.

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2022.

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

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **2nd day of November 2022 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2022 Citywide Sidewalk and ADA Ramp Replacement Project – Project No. 400022**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (N/A)	Total Bid Amount
1	Tryco General Engineering, Rimforest CA	Yes	Yes	N/A	$ 945,630.00
2	AID Builders, Inc., Los Alamitos CA	Yes	Yes	N/A	$ 965,917.75
3	Stance Construction Co., Chino CA	Yes	Yes	N/A	$1,048,312.43
4	Leonida Builders, Inc., Santa Clarita CA	Yes	Yes	N/A	$1,049,180.00
5	CT&T Concrete Paving Inc., Diamond Bar CA	Yes	Yes	N/A	$1,129,078.00
6	Doja Inc., Ontario CA	Yes	Yes	N/A	$1,220,000.00
7	LC Paving & Sealing Inc., Escondido CA	Yes	Yes	N/A	$1,292,827.00
8	Gentry General Engineering, Inc., Rancho Cucamonga CA	Yes	Yes	N/A	$1,389,402.75
9	EBS General Engineering Inc., Corona CA	Yes	Yes	N/A	$1,813,612.00
10	PUB Construction Inc., Diamond Bar CA	Yes	Yes	N/A	$1,894,556.00
11	Jergensen Construction Inc., Oak Hills CA	Yes	Yes	N/A	$2,967,563.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers, City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Elva Arellanes; Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400022
2022 Citywide Sidewalk and ADA Ramp Replacement Project

BID DATE: 2-Nov-2022
EST. START DATE: 9-Jan-2023

Item No.	Bid Item	Quantity	Unit	Tryco General Engineering		AID Builders, Inc.		Stance Construction Company	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$18,000.00	$18,000.00	$45,000.00	$45,000.00	$51,750.00	$51,750.00
2	Traffic and Pedestrian Control	1	LS	$8,000.00	$8,000.00	$40,000.00	$40,000.00	$92,000.00	$92,000.00
3	Remove and Replace 4" Thick Sidewalk	64,999	SF	$9.00	$584,991.00	$7.25	$471,242.75	$7.88	$512,192.12
4	Remove and Replace 6" Thick Sidewalk	6,873	SF	$9.25	$63,575.25	$10.00	$68,730.00	$11.22	$77,115.06
5	Remove and Replace 6" Thick Driveway Approach	9,035	SF	$10.25	$92,608.75	$13.00	$117,455.00	$12.65	$114,292.75
6	Remove and Replace ADA Accessible Curb Ramp	45	EA	$3,899.00	$175,455.00	$4,300.00	$193,500.00	$4,082.50	$183,712.50
7	Demobilization	1	LS	$3,000.00	$3,000.00	$30,000.00	$30,000.00	$17,250.00	$17,250.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$945,630.00**		**$965,927.75**		**$1,048,312.43**

***Arithmetic Error**

License Status	Active	Active	Active
Sub's License Status	N/A	Active	Active
Bid Bond Company	Western National Mutual Insurance	The Gray Casualty & Surety Co.	Argonaut Insurance Company
Submitted Entire Bid Package	Yes	Yes	No
Submitted Sub's Qualification Statement	N/A	Yes	No
DIR Status	Active	Active	Active
Error in Bid	No	Yes	No

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400022 — BID DATE: 2-Nov-2022
2022 Citywide Sidewalk and ADA Ramp Replacement Projec — EST. START DATE: 9-Jan-2023

Item No.	Bid Item	Quantity	Unit	Leonida Builders, Inc.		CT&T Concrete Paving Inc.		Doja Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$38,900.00	$38,900.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00
2	Traffic and Pedestrian Control	1	LS	$75,000.00	$75,000.00	$25,000.00	$25,000.00	$12,929.00	$12,929.00
3	Remove and Replace 4" Thick Sidewalk	64,999	SF	$11.00	$714,989.00	$8.50	$552,491.50	$6.00	$389,994.00
4	Remove and Replace 6" Thick Sidewalk	6,873	SF	$12.00	$82,476.00	$10.50	$72,166.50	$9.00	$61,857.00
5	Remove and Replace 6" Thick Driveway Approach	9,035	SF	$13.00	$117,455.00	$12.00	$108,420.00	$12.00	$108,420.00
6	Remove and Replace ADA Accessible Curb Ramp	45	EA	$8.00	$360.00	$6,800.00	$306,000.00	$7,200.00	$324,000.00
7	Demobilization	1	LS	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$277,800.00	$277,800.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$1,049,180.00**		**$1,129,078.00**		**$1,220,000.00**

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400022
2022 Citywide Sidewalk and ADA Ramp Replacement Projec

BID DATE: 2-Nov-2022
EST. START DATE: 9-Jan-2023

Item No.	Bid Item	Quantity	Unit	LC Paving & Sealing, Inc.		Gentry General Engineering, Inc.		EBS General Engineering, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$64,000.00	$64,000.00	$23,000.00	$23,000.00	$85,500.00	$85,500.00
2	Traffic and Pedestrian Control	1	LS	$30,000.00	$30,000.00	$76,000.00	$76,000.00	$55,000.00	$55,000.00
3	Remove and Replace 4" Thick Sidewalk	64,999	SF	$9.00	$584,991.00	$10.25	$666,239.75	$14.00	$909,986.00
4	Remove and Replace 6" Thick Sidewalk	6,873	SF	$12.00	$82,476.00	$14.75	$101,376.75	$18.00	$123,714.00
5	Remove and Replace 6" Thick Driveway Approach	9,035	SF	$26.00	$234,910.00	$26.75	$241,686.25	$18.20	$164,437.00
6	Remove and Replace ADA Accessible Curb Ramp	45	EA	$6,450.00	$290,250.00	$6,200.00	$279,000.00	$9,755.00	$438,975.00
7	Demobilization	1	LS	$6,200.00	$6,200.00	$2,100.00	$2,100.00	$36,000.00	$36,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$1,292,827.00**		**$1,389,402.75**		**$1,813,612.00**

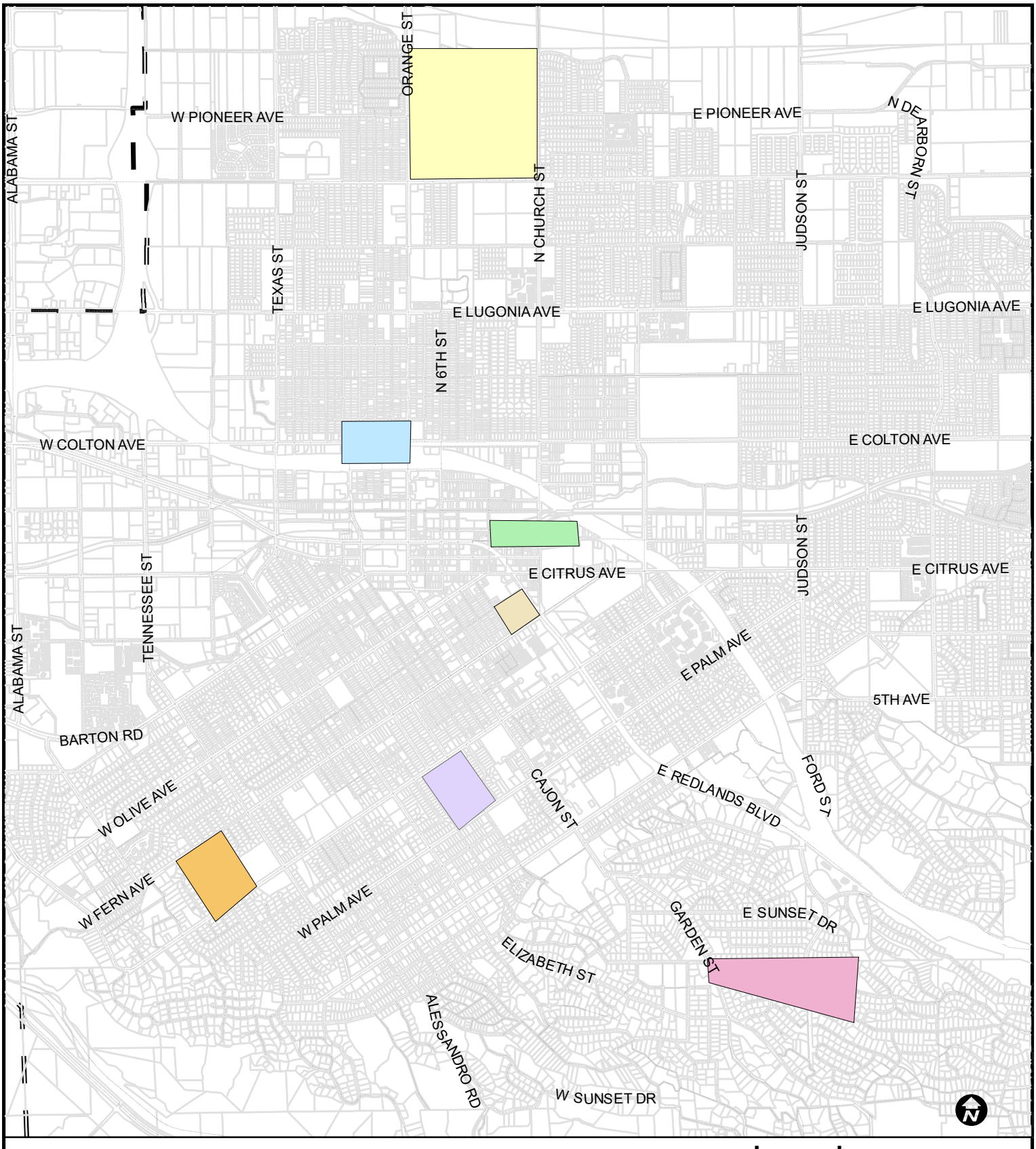
ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400022
2022 Citywide Sidewalk and ADA Ramp Replacement Project

BID DATE: 2-Nov-2022
EST. START DATE: 9-Jan-2023

Item No.	Bid Item	Quantity	Unit	PUB Construction, Inc.		Jergensen Construction Inc.			
				Unit Price	Item Price	Unit Price	Item Price		
1	Mobilization (Maximum 5% of total bid price)	1	LS	$4,000.00	$4,000.00	$125,000.00	$125,000.00		
2	Traffic and Pedestrian Control	1	LS	$20,000.00	$20,000.00	$350,000.00	$350,000.00		
3	Remove and Replace 4" Thick Sidewalk	64,999	SF	$17.00	$1,104,983.00	$23.00	$1,494,977.00		
4	Remove and Replace 6" Thick Sidewalk	6,873	SF	$26.00	$178,698.00	$27.00	$185,571.00		
5	Remove and Replace 6" Thick Driveway Approach	9,035	SF	$25.00	$225,875.00	$29.00	$262,015.00		
6	Remove and Replace ADA Accessible Curb Ramp	45	EA	$8,000.00	$360,000.00	$10,000.00	$450,000.00		
7	Demobilization	1	LS	$1,000.00	$1,000.00	$100,000.00	$100,000.00		
	Last Minute Additions/Deductions				$0.00		$0.00		
			Total Bid Price		**$1,894,556.00**		**$2,967,563.00**		



2022 Citywide Sidewalk and ADA Ramp Repair Project Location Map

Legend:

- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreement with Dudek for the Wellhead Perchlorate Treatment Project for an amount not to exceed $512,170 and determination that the project is exempt from environmental review pursuant to Section 15301(b) of the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council determine that the Wellhead Perchlorate Treatment Project is exempt from environmental review pursuant to Section 15301(b) of the California Environmental Quality Act; and,

I move that City Council approve a Professional Services Agreement with Dudek for the Wellhead Perchlorate Treatment Project for an amount not-to-exceed $512,170.

RECOMMENDATION:

Staff recommends that City Council determine the Wellhead Perchlorate Treatment Project is exempt from environmental review pursuant to Section 15301(b) of the California Environmental Quality Act.

Staff also recommends City Council approval of a Professional Services Agreement with Dudek for the Wellhead Perchlorate Treatment Project for an amount not-to-exceed $512,170.

DISCUSSION:

The Redlands Municipal Utilities and Engineering Department (MUED) operates and maintains more than forty (40) groundwater wells throughout the City to provide potable and non-potable water to more than 23,000 water customer account locations. These wells extract groundwater from the Bunker Hill Basin and are generally located along two (2) primary watershed conveyance channels, the Santa Ana River and Mill Creek. The City's ability to supplement surface water treatment with these groundwater wells is critically important during periods of significant drought.

Trace amounts of perchlorate, well below reportable thresholds, persist in the Bunker Hill Basin and have been detected at four (4) City groundwater well sites - the Church Street Well, the Orange Street Well, Well 38, and Well 39. Perchlorates are commercially produced salts that are primarily used as oxidizers for pyrotechnic devices and are commonly used in rocket fuels and fertilizers. The California State Water Resources Control Board (SWRCB) regulates chemical compounds in public drinking water systems and has historically permitted the blending of water with varying chemical constituents as mitigation for the presence of specific chemical compounds. It is anticipated that the SWRCB will soon reduce the perchlorate maximum contaminant level (MCL) threshold and require public drinking water systems to employ treatment technologies such as ion exchange prior to distributing drinking water to customers.

In order to prepare for this anticipated perchlorate MCL reduction threshold, MUED staff developed a scope of work and issued a Request For Proposals in May 2022 to qualified consultants to engineer a treatment solution at these four (4) groundwater well sites. Dudek submitted the only proposal for a total cost of more than $1M, which significantly exceeds the project cost estimate. MUED staff reduced the scope of work by removing the Church Street and Orange Street well site project elements and negotiating the scope of work and fee for the remaining project elements. The revised Dudek fee for this project is $512,170, which includes $12,180 for optional tasks that may not be necessary.

The Wellhead Perchlorate Treatment Project is exempt from environmental review pursuant to Section 15301(b) of the State's guidelines implementing the California Environmental Quality Act, which exempts the operation, maintenance, repair, permitting, leasing, licensing, or minor alteration of existing public utility facilities involving negligible or no expansion of use.

ALTERNATIVES:

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

STRATEGIC PLAN:
N/A

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

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

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

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

Fiscal Impact

Fiscal Year:	FY 22/24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$512,170
Budgeted Y/N:	Y
Account No.:	501910-6106

Discussion:

There is no fiscal impact associated with this approval. Funding for this project is included in the FY 22/24 MUED operating budget.

Attachments

Dudek Agreement Perchlorate Wellhead Treatment
Dudek Schedule

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional engineering services ("Agreement") is made and entered in this 6th day of December, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Dudek ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to design and prepare plans and specifications for City for a wellhead perchlorate treatment system to be constructed in the future (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

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

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

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

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of eighteen (18) months from the Effective Date of this Agreement, unless terminated earlier as provided herein.

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

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of five hundred twelve thousand one hundred seventy dollars ($512,170). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Cost Proposal," which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City

shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

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

CITY:	CONSULTANT:
John R. Harris, MUED Director City of Redlands 35 Cajon Street, Suite 15A P.O. Box 3005 (mailing) Redlands, CA 92373 jharris@cityofredlands.org Phone: (909) 798-7658	Bob Ohlund, P.E., Vice President Dudek 3544 University Avenue Riverside, CA 92501 (949) 373-8313

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property to the extent caused by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be

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

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

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

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

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

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

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

CITY OF REDLANDS	DUDEK
By: _____	By: _____
Paul T. Barich, Mayor	Bob Ohlund, P.E., Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

SCOPE OF SERVICES

[ATTACHED]

DETAILED SCOPE OF WORK

Dudek and our subconsultants have carefully reviewed and collectively discussed the Scope of Work provided in the RFP. Scoping for the Preliminary Design Phase requires little modification. Where necessary, we have included optional items that we feel provide the City with added value.

The scope of work for the Final Design Phase, however, is dependent on the results of the PDR; therefore, the approach and scope should be confirmed once the preferred alternative is selected. If the outcome of preliminary design favors changes to the approach and scope assumed for Final Design, Dudek will work with the City at that time to address any needs for a scope and fee amendment, if applicable.

Consistent with the Scope of Work provided in the RFP, the following sections summarize the proposed scope of work for each project task. Black text is the scope of work as stated in the City's RFP, to which no additions have been made. *Blue italics text represents assumptions, clarifications, and proposed optional scope items by the Dudek team. A detailed scope of work will be provided to the City upon selection of the Dudek team. The City and Dudek team will jointly develop a more detailed scope of work. The following should be viewed as a starting point for that scope's development.*

TASK 1 - PROJECT MANAGEMENT AND QA/QC

Consultant will provide project management as outlined below, as a minimum.

Task 1.1 - Project Kick-Off Meeting

The project kick-off meeting will be scheduled immediately after receipt of a notice-to- proceed. At this kickoff meeting, project reporting/communication protocols will be established. An initial project construction schedule will be prepared including design, bidding, construction, and ~~post construction~~ activities. Also, any key technical issues will be discussed to establish the project guideline. This meeting will include the Consultant's Project Manager and Process Engineer.

Consultant will prepare an agenda for MUED's review prior to the meeting. Consultant will draft meeting minutes with action items to be distributed within five working days following the meeting.

This meeting is assumed to be held in-person at MUED's office. Dudek has not included scope or fee for post-construction activities. Kickoff meeting will include two (2) Dudek team members and two (2) N2W team members.

Task 1.2 - Quality Assurance / Quality Control (QA/QC)

Submittals for the Preliminary Design Report, 60%, 90%, and Final Design will be reviewed by a Consultant's senior manager knowledgeable in similar projects and not directly involved with the day-to-day project activities prior to delivery. The Senior Manager, as part of his/her review, will review the process and operation systems of the proposed treatment plants.

Per our organizational chart, our team has designated Charles Greely, PE, LEED AP, QSD as our QA/QC manager.

Task 1.3 - Project Management

This task addresses the management responsibilities associated with proper scheduling, budget control, invoice preparation and coordination with MUED and Consultant's project team. The City will be advised on the schedule impact of project technical decisions and the project design schedule will be consistently updated (on at least a monthly basis) to reflect current project status.

The following meetings will be held at MUED's office in Redlands with the appropriate members of the Consultant's project team:

- *Task 1.1 -* Project kick-off meeting: *in-person at MUED office; 2 Dudek + 2 N2W team members in attendance*
- *Task 1.4 – Monthly (up to 12) Project Updates: virtual; 1 Dudek + 1 N2W team members in attendance*
- *Task 1.5/2.7 - Preliminary* Design review workshop, *in-person at MUED office or at well locations; 3 Dudek + 2 N2W team members in attendance*
- *Task 1.6 -* Design review meeting (60% Design), *virtual; 3 Dudek + 2 N2W team members in attendance*
- *Task 1.6 -* Design review meeting (90% Design), *virtual; 3 Dudek + 2 N2W team members in attendance*
- *Task 1.6 - Design review meeting (Final Design), virtual; 3 Dudek + 2 N2W team members in attendance*
- *Task 1.6 -* Additional meetings (1): *virtual; 3 Dudek + 2 N2W team members in attendance*

Task 2 - PRELIMINARY DESIGN REPORT

Task 2.1 - Progress Meetings, and Updates

Consultant will hold monthly conference call meetings. Consultant will prepare an agenda for MUED's review prior to the conference call meeting. Consultant will draft meeting minutes with action items to be distributed within five working days following the meetings. Consultant will also provide MUED weekly project updates which will consist of an email report. The weekly project updates will identify and discuss project issues, coordination efforts, action items, schedule, budget, and other items of concern. *Dudek will create a standing monthly progress meeting (Zoom or MS Teams) with the design and MUED team, per Task 1.4.*

Task 2.2 - Preliminary Design Report

Objective: Establish agreement on design criteria, perform utility research, identify permit requirements, identify requirements required from the City, create preliminary site layouts, and establish performance requirements and project approach.

- Design criteria for the proposed ion exchange treatment systems,
- Applicable codes and standard, including fire and safety codes,
- Local building, planning, and zoning department requirements,
- Permitting requirements, *(Tasks 2.5 and 2.6)*
- Site consideration, flood elevations, drainage requirements, etc.,
- Preliminary site plan, layouts, and architecture,
- *We recommend holding a workshop at proposed treatment facility locations during the PDR phase to gain consensus on equipment layouts and any height/location/access constraints.*
- Architectural renderings, up to two rendering versions, will be provided showing the overall site, building elevations, and vessel elevations,
  - *Dudek does not anticipate architectural renderings will be necessary and no buildings will be designed. Dudek will provide 3D CAD renderings to show tank elevations.*
- Process schematic,
- Preliminary process and instrumentation diagrams (P&IDs),
- Equipment design criteria,
- On-site sodium hypochlorite disinfection system, and design criteria,
  - *Dudek assumes the existing sodium hypochlorite disinfection system will require replacement.*
- Standby power requirements and design criteria, *(Task 2.3)*
- Process and hydraulic systems,
- Operational monitoring and control systems (SCADA requirements),
  - *Dudek document SCADA requirements for each site. Dudek assumes City will use its own SCADA integrator for each well site*
- Electrical demands and systems,
- Coordination with SCE to meet anticipated electrical demands,
- Structural design criteria,
  - *The City may opt for sunken slab design to help meet tank height restrictions. This will require additional structural evaluation, which has not been included in the current scope and fee.*

- Miscellaneous support systems,
- Utility research, *(Task 2.4)*
- Preliminary drawing list,
- Design concepts and alternatives as developed to meet project goals and objectives,
- Proposed construction features and materials selection for proposed facilities. Materials will confirm to the City's standards and be coordinated with other City facilities to the greatest extent possible.
- Project schedule including design, bidding, and construction activities,
- Preliminary opinion of probable construction costs, and
- Other elements of the project, as required, to achieve the project goals and objectives.

MUED will review the findings in the report and provide input for finalizing the PDR. *(Task 2.7)*

OPTIONAL TASK 1 – Rapid Small Scale Column Testing

- *We recommend the City include RSSCT as an optional task (refer to Approach section for information on the value of conducting RSSCT). Dudek will coordinate this effort with up to three (3) resin suppliers. The City will be responsible for sample collection and paying testing fees. Results of the RSSCT will be included as a section in the PDR. Preliminary design of the ion exchange systems will be based on the highest value resin and will provide the design team with estimated resin replacement frequencies, bases for supplier process guarantees, and grounds for preselection of ion exchange supplier(s).*

Task 2.3 - Evaluation of ~~Emergency~~ *Standby* Generator

The Consultant will prepare a technical memorandum addressing the following information about features of power generators for this project:

- Generator sizing,
- Fuel tank sizing,
- Noise compliance with City ordinance,
- SCAQMD compliance,
- Site space requirements,
- Auto transfer switch and electrical

The standby generator memo will be a separate TM and can be included as an appendix to the main PDR. It is assumed that a single standby generator will be required at each location to power all onsite equipment. AQMD permit application fees are the responsibility of the City. The standby generator specification will require the selected contractor to procure the AQMD certified genset.

Task 2.4 - Utility Research

The Consultant will research and obtain available maps for water, sewer, electrical, gas, telephone, storm drain, cable TV, and other known utilities in the project area, to plot the available utility information on base maps. Data relevant to the engineering work to be performed will be identified, collected, and assembled. The primary purpose will be to identify data required from the City, utility companies, permittees, agencies with a vested interest in the project and other sources to ensure that the design proceeds in accordance with the requirements of the many entities involved. Information will include, but not be limited to, existing maps, reports, record drawings and other data that are readily available in hardcopy or electronic format. A list of all the requested documents collected under this task, including a brief item description, will be provided to the City.

Dudek will create a formal information request log to track requests and delivery of information. A ShareFile or OneDrive file sharing system will be created by Dudek and used by the team to transfer and store large files. Dudek will coordinate with the City any required survey and potholing.

Task 2.5 - Permitting

In accordance with the permit requirements, Consultant shall obtain permits from affected agencies for construction of the project. Consultant shall submit detailed plans, as required, to assist the affected jurisdictional agency. Consultant will include a table with a list of affected agencies and include any agency special requirements that may impact the project and timeframe for acquiring required permits.

Dudek anticipates affected jurisdictional agencies to include DDW,. Building and safety permitting effort has not been included in this scope of work. Coordination with additional agencies will require additional scope and a fee amendment.

Task 2.6 - CEQA

Consultant will prepare California Environmental Quality Act (CEQA) compliance document. It is anticipated that a Mitigated Negative Declaration (MND) will be the appropriate CEQA environmental determination for this project. This will be confirmed during the development of the PDR.

Our approach is to pursue a Categorical Exemption (Optional Task 2). However, it is prudent for the City to plan for an MND. Dudek has the resources to provide the items listed below in the development of an MND.

Dudek to prepare CEQA compliance document. It is assumed that a Categorical Exemption will be the appropriate environmental document for this project based on CEQA Guidelines §15302 and 15303. Dudek will prepare a justification memo with brief project description and complete the exemption form on behalf of the City.

To accomplish the goal of CEQA compliance for the City, four tasks are identified as follows:

Task 2.7 - Review Workshop of Draft Updated Preliminary Design Report

Anticipate three (3) City reviews of the draft PDR. Consultant will hold one 4-hour workshop for the initial submittal of the Draft Preliminary Design Report in order to walk through the treatment process, equipment, and O&M procedures in detail, along with pros and cons of the different ion exchange media options available in the marketplace. Consultant's Project Manager and Process Engineer will participate in the meeting.

Consultant will prepare an agenda for MUED's review prior to the meeting. Consultant will draft meeting minutes with action items to be distributed within five working days following the meetings. Consultant will hold one additional workshop prior to finalizing the PDR. Consultant will submit 5 copies and a PDF file for each submittal.

We recommend adding an in-the-field workshop during the PDR phase to review options and determine the extent of any visual impact mitigation measures (e.g., screening of tanks, sunken foundation design, etc.). This workshop can be extended to the proposed treatment facility near Church Street Well if necessary.

Our schedule includes 3 rounds of City review of the draft PDR, with each City review period lasting 5 working days.

Task 2.8 - Final Updated Preliminary Design Report

Consultant will submit 5 copies and a PDF file along with one copy in electronic Microsoft "Word" format of the Final Updated PDR.

Dudek assumes that no final design report presentation is required.

Task 2.9 - Treatment Equipment Recommendation

The City is requesting that the Consultant pays high attention to the treatment equipment in the preparation of plans and specifications as described below.

Vessel Selection Specifications

Based on the finding during the updated PDR task, the Consultant will prepare specifications and preliminary drawings for the selection of the treatment vessels and appropriate appurtenances. The Consultant will take into consideration MUED's experience with past treatment equipment for similar application. The Consultant will also review other treatment equipment available in the industry today. The Consultant shall recommend to MUED the treatment equipment suitable for this application based on performance, historical data, lead time, and costs. Upon conferring with MUED and obtaining MUED's input, the Consultant shall prepare the specifications for the recommended treatment equipment OR EQUAL.

As noted in our Approach, we agree with the City that the vessels and ion exchange system as a whole require special attention. We recommend pre-qualifying the ion exchange vendors based on past City experience and the results of RSSCT. We will prepare specifications and designs to meet the City's project needs. These may include preselection, prequalification, process guarantees, and/or material requirements.

TASK 3 - FINAL DESIGN

Our Final Design scope of work is based on several assumptions discussed below. This scope of work is subject to change if the results of the PDR direct the team toward a different final design scenario. Please view the following only as preliminary assumptions. Final design scope of work will be refined after the PDR phase of the project.

We are assuming the PDR phase will indicate that one (1) treatment system will be designed and constructed. One IX treatment system will be located at Well #39 and have the ability to treat flow from both Well #38 and Well #39.

The new treatment facility will include:

- *Pre-treatment bag or cartridge filters (1 duty + 1 standby),*
- *Packaged Ion Exchange (IX) Treatment System,*
  - *Lead-lag trains,*
  - *Valve manifold for alternating lead and lag vessels,*
  - *Industry standard appurtenances, including fill lines, manways, pressure gages, rupture discs, and manual valves,*
- *Instrumentation limited to flow switch and differential pressure gages,*
  - *New flow meters, pressure gauges, and pressure transmitters*
- *Chemical feed,*
  - *Review existing chemical feed system and propose additional or updated equipment where necessary including items listed below,*

  - *New sodium hypochlorite storage and dosing system,*
  - *Chemical injection point(s),*
  - *Chlorine residual analyzer,*
- *PLC controls,*
- *Associated work,*
- *Analysis, recommendations, and design related to pressure zone changes,*
  - *Dudek's current scope of work assumes that the existing pumps at each site will have capacity to accommodate the additional headloss through the ion exchange system with minor modifications (e.g. replace pump impeller). Our scope and fee will need to be amended if the PDR finds that new pumps and new electrical systems are required.*
- *Site work and piping,*
- *Electrical and Instrumentation & Control, and*
- *Backup generators (evaluate fixed vs. portable).*

The Scope of Work will be based on the following assumptions:

1. Consultant will prepare bid documents for one (1) construction contract.

2. If any construction takes place within public rights-of-way, review by MUED is required,

3. Five copies of project deliverables along with an electronic Microsoft "Word" and PDF will be submitted unless otherwise noted.

4. It is anticipated that the results of the CEQA Initial Study will be a Mitigated Negative Declaration.

   We will include preparation of an MND in our base scope of work as well as scope for preparing a Categorical Exemption as an optional task.

5. MUED will pay all outside agency application and permit fees.

6. MUED staff will distribute Construction bidding documents through PlanetBids and maintain an active bidders list. Consultant will tabulate bids, and evaluate bid documents of the top three bidders, confirm the contractor's license, and verify references, and make a recommendation for award to the lowest responsible bidder.

   Dudek will include Bidding Support Services as a scope item (Task 3.4.4). As noted in our Approach, we recommend that the City pre-qualify potential Contractors. Dudek has included as Optional Task 3 coordination with these Contractors and discussion on constructability, cost, and schedule.

Task 3.1 - Topographic Survey

Consultant will perform aerial and ground topographic survey and prepare base maps with 1-ft contours developed for the treatment plant site (1" = 20' scale). The work includes survey to tie in the horizontal and vertical positions of any potholed utilities.

Task 3.2 - Potholing

Existing record drawings shall be reviewed to locate on the topographic maps all known underground utilities. Field verification will be performed by Consultant to visually confirm utility locations by features visible from the surface. At

certain key locations, potholing of critical areas and follow-up survey services may be required. For purpose of this RFP, Consultant should assume that a total of six potholes (four less than 5 feet deep, one 5 to 8 feet deep, and one 8 to 11 feet deep) will be performed for utility verification and pavement repair (where applicable). The consultant will need to obtain all required permits to perform the work within the project area.

Task 3.3 - Geotechnical Investigation

Consultant will perform a geotechnical investigation that will include the following:

- Review of available geotechnical investigation reports for the existing sites.
- Drill two (2) test borings to depths of 10 feet below ground surface and 20 feet below ground surface.
- Laboratory testing on selected soil samples to evaluate the pertinent engineering characteristics of the soils underlying each site.
- Development of seismic design criteria developed for each site in accordance with the latest CBC Standards.
- Evaluation of the field and laboratory data to develop conclusions and recommendations for foundation design, general site grading, pavements, and settlements due to structural loads and newly placed fill.
- Preparation of a written report presenting the results of field and laboratory investigations with conclusions and recommendations.

The consultant will need to obtain all required permits to perform the work within the project area.

The above-references tasks 4.2 Topographic Survey, 4.3 Potholing, and 4.4 Geotechnical Investigation shall be conducted as early as possible in the design process to enable the Consultant to base 60% plans on the findings of these tasks.

Each of our survey, potholing, and geotechnical subconsultants has reviewed the City's RFP for this project and, with Dudek's direction, has provided detailed scopes of work based on many project-specific assumptions. Detailed scopes of work for survey, potholing, and geotechnical subconsultants are provided in the Appendix of this scope of work.

Task 3.4 - Contract Documents

Final Design of the facilities will proceed based upon the approval of the final updated PDR. The Final Design will incorporate the design criteria and technical approach presented in the PDR.

The detailed Final Design will produce contract documents for public bidding of the project. The contract documents will include front-end documents, technical specifications, and contract drawings. Consultant will prepare the front-end documents using MUED's standards which will be reviewed to confirm as it references the technical specifications.

Technical specifications will be prepared using Construction Specifications Institute – CSI format for all equipment, materials and services required for construction of the project. Upon completion of the design, the specifications will be submitted to MUED in Microsoft "Word" format on a CD-ROM.

Contract drawings will be prepared on MUED standard sheets (24" x 36") using AutoCAD 2018. MUED standard details will be used, where applicable.

All designs will be in accordance with building, plumbing, electrical, mechanical, and structural design codes current at the time detailed design is started. Plans and profiles shall be shown for all buried pipes 12-inches in diameter and larger.

All drawings will be signed and stamped by the engineer registered in the State of California responsible for their preparation.

Task 3.4 will be broken into subtasks based on design level. Deliverables will include plans, specifications, and cost estimates.

The bid package will be submitted to the MUED for review and comment at the following milestones:

- *Task 3.4.1 -* 60% Submittal: The 60% submittal will include demolition, civil, mechanical, ~~architectural~~, structural, electrical, and instrumentation drawings; typically, this will include more developed plans, preliminary sections and a first draft of standard details. A detailed Building Information Model (BIM) *or 3D CAD* will be developed to ensure there are no conflicts with all facility components and appurtenances. A draft of the front-end specification documents and a table of contents for technical specifications will be prepared for this submittal. A preliminary Engineer's construction estimate will be prepared.

- *Task 3.4.2 -* 90% Submittal: The 90% submittal will incorporate MUED's comments from the 60% submittal and include substantially completed plans and sections, updated BIM *or 3D CAD*, and substantial completion of the specifications for the MUED's review and comment. The Engineer's construction cost estimate will be updated based on 90% design level. A preliminary construction schedule will be submitted.

- *Task 3.4.3 –* Final Submittal: The Final submittal will incorporate MUED's comments from the 90% submittal and include complete plans and sections, BIM *or 3D CAD*, and specifications for the MUED's final review and comments, including an updated Engineer's construction cost estimate, and project schedule.

- *Task 3.4.4 -* Bid Documents: Bid documents will include the design drawings submitted on mylar, 24- inch by 36-inch, signed and stamped sheets. Final signed specifications, project construction cost estimate, and project schedule will be included.

- *Dudek will tabulate bids, and evaluate bid documents of the top three bidders, confirm the contractor's license, and verify references, and make a recommendation for award to the lowest responsible bidder.*

Our proposed schedule allows the City ten (10) working days to review each submittal followed by a Design Review Meeting. The short review period is required to meet project schedule.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Consultant will prepare an opinion of probable construction cost (EOPCC) for the facilities designed. The preliminary construction cost estimate will be prepared based on the 60% and 90% plans. Upon completion of design, the construction cost estimate will be updated to reflect any design revisions made between the 90% plans and the Final submittal. The construction cost opinion will use the current Construction Cost Index for the Los Angeles County region. The estimate shall be adjusted to consider current construction climate, materials, and labor costs.

Dudek's EOPCC will be included with submittal of 60%, 90%, and final plans, specifications, and estimates (PS&E):

Deliverables

Consultant will submit the following documents:

- 60% Submittal: 5 copies of full and half-size drawings and a PDF of the draft spec, construction cost estimate, and project schedule,
- 90% Submittal: 5 copies of full and half-size drawings, a PDF of the draft spec, construction cost estimate, and project schedule,

- Final: 5 copies of the final full and half-size drawings, 2 sets of bound specifications, and a PDF of all final documents including an updated construction cost estimate, and project schedule.
- Bid Documents: One set of signed mylars of the plans. A PDF file and Microsoft "Word" file of the project specifications, project cost estimate, and project schedule, will also be provided.

TASK 4 - WATER TREATMENT OPERATION'S PLAN

Consultant will assist with providing supporting documentation for the City to obtain an Operating Permit Amendment from the State Water Resources Control Board (State Board) Division of Drinking Water (DDW).

Operations Plan

Consultant will develop one Operations Plan for the Treatment Projects for Church Street Well, Orange Street Well, Well #38, and Well #39. The Operations Plans will include the following components:

- Water Quality,
- System & Controls,
- Treatment System
- Chemical Feed Equipment,
- Product Water Discharge and Bypass System,
- Ventilation/Alarm System.

Within these components, the Operations Plan will describe the following:

- Unit processes (pre-filters, ion exchange, chlorination),
- Reliability features,
- Component condition assessment procedures,
- Performance monitoring plan, including sampling plan, and required laboratory procedures,
- Unit process equipment maintenance and inspection program,
- Procedures to determine chemical dose rates,
- Plan and watershed emergency response plan (provided by MUED).

Consultant will coordinate with MUED on the development of the Operations Plan and will provide Draft copies of the Operations Plan for MUED's review at *60% and 90%* completion level of the Operations Plan. Consultant will incorporate MUED's review comments from the 60% and 90% submittal and submit a final copy to MUED for inclusion in the MUED Operating Permit Amendment application. MUED will be responsible for submitting the Operating Permit Amendment to the State Board's Division of Drinking Water (DDW) and pay all permit fees.

Deliverables

Consultant will provide the following deliverables:

- Draft (60% completion) Operations Plan, three (3) hard copies and an electronic file in PDF format,
- Draft (90% completion) Operations Plan, three (3) hard copies and an electronic file in PDF format,
- Final Operations Plan, three (3) hard copies and an electronic file in PDF and Microsoft "Word" format.

Dudek recommends that the Water Treatment Operations Plan (WTOP) be developed in parallel with the construction of the treatment facilities to allow for inclusion of most updated equipment and materials resulting from final design and submittals. Ten (10) days for City and DDW draft WTOP review have been included in our proposed project schedule.

Our proposed schedule includes a construction schedule. However, it is noted here that our scope and fee do not include engineering services during construction or construction management. These services can be provided by Dudek under contract amendment or separate contract.

Appendix - Survey, Potholing, and Geotechnical Scopes

Survey Scope of Work

Topographic Survey

A design level Topographic Survey (conventional field survey) will be provided for the area as outlined in the aerial picture shown on Exhibits "A" - "D" (the Site). The boundary component of the survey will include a field boundary verification denoting current property lines and easements of record as shown on current recorded maps, as available. The items to be included are as follows:

Survey Control

1. The vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88). A local municipal benchmark will be used, if available.

2. The horizontal control will be based on the California State Plane Coordinate System of 1983 (NAD 83).

Survey Features

3. Survey observations will be taken on a 50-foot natural ground grid and 25-foot finish surface grid to create 1-foot contour intervals. Spot elevations will be at back of walk/sidewalks, top of curbs, flow lines, gutter edges, street crowns, high/low points, top and toe of slopes, grade breaks, finish floors, driveway aprons and handicap ramps.

4. Spot elevations to determine the water flow of adjacent streets and catch basins that terminate or commence offsite and flow within the Site.

5. Location of signing and striping within the Site.

6. Location of trees over 6 feet in height, regardless of caliper, within the Site.

Utilities

7. Location, elevation, size, and type of visible above ground utilities within the Site and within 25 feet on adjacent properties, if access is allowed.

8. Flow line invert elevations and sizes of drain inlets, sanitary sewer and storm drain manholes adjacent to the Site, unless bolted down.

9. Nearest public fire hydrants within the Site. If none are within the Site limits, the nearest two shall be provided.

10. If marked, existing utilities that are identified as painted striping from USA markings will be surveyed.

11. The research and plotting of record underground utilities and the hiring of an underground utility locating company are not included in this proposal.

Survey of Utility Potholes (If Applicable)

12. Calvada will survey up to 10 potholes in a separate mobilization after they have all been completed.

Exhibit and Legal Description Preparation (If Applicable)

13. An exhibit and legal description will be prepared for future land acquisition. Calvada will be responsible for the preparation of legal descriptions & plats of any required easements/takes but not for the acquisition of the property or the recordation of the documents.

DELIVERABLES

1. AutoCAD (Civil 3D) drawing, version 2018 or lower, including 3D surface file(s).

2. Signed and stamped PDF file.

Potholing Scope of Work

AirX Utility Surveyors, Inc. (AirX) submits the following Agreement Proposal for the subject project to locate existing utilities. Available tasks are described below. See the attached fee summary sheet for the assumed task requirements and fee estimates. AirX shall provide Utility locating, USA markout and pothole layout, potholing, traffic control plans, permits, equipment and all materials in support of this mission. Please contact us immediately if that is not the case. No equipment shall be left on site and all materials and work for a given work area will be opened and completed on a daily basis.

Training & Staff

AirX takes pride in the level of professionalism and skill exemplified by our field crews and staff. Our ongoing training programs consist of: 40 Hour HAZWOPER, NUCA Confined Space Entry, Competent Person, Traffic Control Technician/Flagger and Emergency First Aid/CPR. Job site and public safety are always our top priority.

Project Management, Report Preparation, Research & Drafting

AirX provides a civil engineer for project management, record research, pre-marking, and field meetings. Utility record research, land survey and drafting services in Auto CAD are also available.

Traffic Control

AirX provides an all-inclusive traffic control service. We furnish AutoCAD-rendered Traffic Control and Right of Way Plans (ROW) to facilitate permit approvals from city and state agencies. AirX has the highly-skilled and certified technicians and work zone flaggers to manage vehicle traffic. Equipment Set-up and tear down are part of this service.

Potholing (Level A)

AirX fees to pothole existing utilities vary according to depths. AirX will pothole to the top of pipes, and to the top and bottom of encasements, however the bottom depths of pipes will need to be calculated. Potholing includes excavation, visual observation, setting witness point, backfill, patching and documentation of depths and location of the utility on a record data sheet. AirX assumes a depth for this estimate but the final invoicing will reflect the actual cost and depths found. See the attached summary sheet for estimated depths and costs.

Geophysical Locating (Level B)

AirX will pre-mark all of the pothole locations and notify Underground Service Alert (USA). AirX will pothole the facilities in accordance with USA Markout. If the requested utilities are not found or if USA Mark-out is incomplete and cannot be verified by AirX, you the Client will be notified. AirX does provide additional locating upon request. It is our experience that the location of PVC and ACP water utilities are often the most difficult to determine for pothole operations. AirX can provide locating crews that carry many different pieces of locating equipment, including ground penetrating radar and CCTV locating camera equipment. The equipment is state of the art, but limitations exist with each piece of equipment depending on such factors as soil conditions, conductivity of the existing utility, depth and size of the utility, and congestion within the area of other utilities. USA does not mark out any gravity utilities except at the discretion of the presiding utility owner. This usually applies to storm drain, collector sewer and sewer laterals (gravity by nature), and some utility owners are not members of USA. AirX provides duct rod locating with a sonde transmitter and receiver and/or a tractor driven CCTV with locating and lateral launching system used to identify positioning of sewers and sewer laterals. For Locating and/or CCTV work please call for a quote.

Utility Locating by Surface Visible Feature Survey (Level C)

AirX can provide the incorporation of visible features into the Level B survey. It is assumed that topographic mapping with the incorporation of surface features and utility mark outs, manholes, valve box covers, vaults, hand holes, pedestals, switches, transformers, placarded panels and meters will already have been performed and made available to AirX. AirX will check and annotate on the plotted utility survey or civil drawing the approximate location of undocumented facilities for later identification by land surveyors. Land survey and mapping service are also available, please contact us for a quote.

Limitations

AirX will make every effort to locate and mark-out the utilities in the requested area in the time allowed. Some limitations exist with locating methods based on the type of soil conditions encountered: Heavy cobble, groundwater, rock or dense clay soil conditions and buried debris that may render locating useless. Closely aligned but unrelated facilities may distort the surface field manifestations and yield phantoms or null fields. If adverse conditions are encountered AirX will cease the current operation and attempt to contact the client for further directions. AirX requires access to as many as-built drawings, architectural site and building plans as can be acquired. Utility mark out will reflect the alignment and horizontal positioning of the utility only. Estimated depth determinations for this project can be provided but are not considered reliable due to the number of interfaces penetrated and actual depths should only be determined through potholing or submarine visual measurement.

Should litigation at law or equity, including an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement Proposal, or to collect any portion of the amount payable under this Agreement Proposal, all litigation and collection expenses, witness fees and court costs, including attorney's fees, shall be paid to the prevailing party. The Client shall indemnify and hold AIRX harmless with regard to all liability or claims of any kind, including all investigation and defense costs, connected directly or indirectly with this project.

Additional Notes, Fees and Exclusions:

- *ALL PERMIT FEES WILL BE CHARGED BACK TO THE CLIENT AT COST PLUS 10%. THIS INCLUDES ANY DEPOSITS, BONDS, OR OTHER ASSOCIATED FEES THAT MAY BE REQUIRED. AirX cannot guarantee turn-around times for permit process.*

- *This estimate INCLUDES the provision for prevailing wage, applicable to all field work.* Prevailing Wage rates are set by the California Department of Industrial Relations (DIR) and subject to change annually per DIR regulations. Federal prevailing wage rates will also apply, if applicable.

- *DIR Determination: SC-102-1184-1 Craft: Horizontal Directional Drilling (Laborer) was used for the Project Management, Potholing, Locating and Traffic Control Flagging rates. If the Determination used is not correct, you must notify AirX Utility Surveyors immediately, so we can revise the estimate.*

- *This estimate is only based on limited information provided. Adjustments, changes and response to field conditions may incur added costs.* Final invoicing will reflect actual work hours performed and services provided.

- *AirX will make a good faith effort to locate and mark all utilities. However, due to utility depths, types of material, etc. some utilities may not be locatable or found. AirX requests that as-builts or maps be provided.*

- *Client to facilitate access to site. We also request that access be provided to any utility cabinets or facilities in the area.*

- *Potholing and Excavation rate applies to typical conditions of asphalt or concrete surface material 6" - 8" in depth and diggable soil conditions. Excessive surface material, concrete beneath asphalt, cobble, dense clay, CTB base, slurry, caliche or another medium will be charged at the hourly rate listed on this estimate.*

- *Utility Locating: Minimum charge of 2 hours for Locating. Locating includes electromagnetic, magnetic, sonic locating equipment. Also, GPR, duct rods, hand tools, gas testers, blowers & miscellaneous equipment pertinent to the trade.*

- *Utility Re-Marking: Utilities previously marked and subsequently lost due to conditions beyond our control shall not be the responsibility of AirX. Re-marking will be charged at the utility locating rate indicated on the estimate provided.*

- *This estimate is under the assumption that all potholes will be no more than 5' in depth. If deeper, it will be charged at the hourly rate above.*

- *This estimate is under the assumption that 8hrs of work can be performed on site daily. If work hours are reduced, this estimate will need to be revised.*

- *The Traffic Control has been estimated 6 Sheets only for this quote but will be billed @ actual required.*

- *Traffic control and Right of Way plan drawings are on 11"x17" sheets. If D Sheets are required, additional fees will apply. If the TC plans are required to be prepared and approved by a Registered CA Civil Engineer, the cost is $250 per sheet, plus $120 per hour travel time.*

- *PE Stamps are not included. If required, please ask for a revised estimate.*

- *Standard traffic control includes all signs, cones, barricades, sign stands and caution tape and 1 arrowboard, unless otherwise specified. Specialty equipment such as non-typical signage, crash barrels, message boards or K-Rail is available @ cost, plus 10%.*

- *AirX can provide certified flagman or additional laborers as needed at a rate of $150 per man/hour.*

- *This estimate includes up to 2 - AC Hot Patches with a 3' x 3' T-Cut only. Cap & Grind Excluded. If required, please ask for a revised estimate.*

- *The client will be responsible for providing a detailed pothole layout prior to field work beginning.*

- *This estimate includes hauling and dumping of excavated material daily.*

- *Materials: Pricing allows for backfill of sand & Class II Base only. Also includes patching with AC Cold Patch. Please request revised quote if other backfill, patching material or AC Hot Mix/Grinding is required.*

- *Railroad Right of Way: Railroad Protective Liability Insurance will be required for all work within railroad right of way and may require Railroad-designated flagging and utility mark-out personnel. Coordination of personnel may affect schedule of work. Final fees will be paid for by AIRX and charged back to the Client at cost plus 10%.*

- *Hazardous Spoils: Testing, Storage, and Disposal of any material, hazardous or otherwise, will incur additional charge and based on project requirements. If required, fees will be paid for by AirX and charged back to the Client at cost plus 10%.*

- *Specialty training, due to project requirements, may incur added time and cost and affect schedule of work.*

- *Work within Caltrans, railroad, environmentally sensitive or contaminated areas may incur additional costs.*

- *Night work, if required, will incur additional cost for balloon lighting, generators and barricade lights.*

- *All rates are based on a standard 40-hour work week. Overtime, double time or holiday rates will apply, if applicable.*

- *Project Management: Includes USA mark-out & standby coordination, QA & QC of pothole locations and Pre-Con Meeting.*

- *Payment terms are 30 days from date of invoice, plus 1.5% per month thereafter.*

Geotechnical Services Scope of Work

Task I: Project Set-up

As part of the project set-up, staff personnel from our office will conduct the following.

- *Perform site reconnaissance to verify existing conditions.*
- *Review existing geology/geotechnical reports for the property or in the vicinity (if available).*
- *Stake/mark the boring locations in the field such that drill rig access to all the locations is available.*
- *Obtain a no-fee permit from the City of Redlands Public Works Department to drill within their right-of-way.*
- *Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring location of any conflict with existing underground utilities.*

Task II: Subsurface Exploration

Our subsurface exploration will consist of drilling exploratory borings. The purpose of the borings will be to:

- *Obtain subsurface information at the site.*
- *Obtain undisturbed and bulk samples of the various soil types for laboratory testing.*
- *Record depth to bedrock or groundwater (if encountered).*

We plan to drill one boring to 10.0 feet below the existing ground surface. If refusal is encountered before the planned depth is reached, the boring will be terminated at that depth. The boring will be drilled with a truck-mounted (CME 75 or equivalent) rig equipped with 8-inch diameter hollow-stem auger for soil sampling. Relatively undisturbed ring and bulk samples of the subsurface soils will be obtained at frequent intervals in the boring. The undisturbed samples will be obtained with a California Modified Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin sample rings. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to our laboratory. Bulk soil samples will be collected in plastic bags and brought to our laboratory.

The mechanically driven hammer for the sampler is 140 pounds, falling 30 inches for each blow. The number of successive drops of the driving weight ("blows") required for each 6 inches of penetration will be shown on the boring log.

The boring will be backfilled with soil/cement mix. If construction is delayed, we recommend the owner monitor the boring site and backfill any settlement or depression that might occur or provide some protection around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

Task III: Laboratory Testing

Laboratory testing will include, but may not be limited to, the following.

- *In-place moisture and density*
- *Expansion index*
- *R-Value*
- *Sieve analysis*
- *Laboratory maximum density*
- *Direct shear*

Task IV: Engineering Analyses and Report Preparation

Data obtained from the exploratory boring and the laboratory testing program will be evaluated. Engineering analyses will be performed to develop design and construction recommendations that will be presented in a geotechnical investigation report. Each report will include the following items.

- *A description of the field procedures used in the investigation.*
- *A discussion of the materials encountered in the exploratory borings and their engineering properties*
- *Logs of the exploratory boring summarizing the soil conditions encountered and a plan indicating the locations of the boring.*
- *Depth to groundwater, if encountered, and its impact on the proposed development.*
- *Discussion on the laboratory test results, including soils corrosivity.*
- *Seismic coefficient based on 2019 CBC.*
- *Discussion on liquefaction and other secondary effects of earthquake (based on available data).*
- *At-rest, active and passive earth pressures.*
- *Total and differential settlement.*
- *Allowable soils bearing capacity.*
- *Mat foundation design recommendation.*
- *Minimum footing embedment.*
- *Temporary excavation slopes recommendation, if any.*
- *Site Grading recommendation.*
- *Fill and backfill materials placement and compaction.*
- *Pavement design for access road.*
- *At grade slab design.*
- *Soil parameters for pipe design.*

EXHIBIT “B”

COST PROPOSAL

[ATTACHED]

City of Redlands
Perchlorate Wellhead Treatment Design Project
DUDEK FEE ESTIMATE
10/17/2022

		Dudek Labor Hours and Rates									Subconsultant Fees								
	Project Team Role:	PIC - QA/QC	Project Manager	Site Civil	Project Engineer	CAD Designer	Env	Admin	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	Process/ Mechanical	Electrical	Geotechnical	Structural	Survey	Pothole	OTHER DIRECT COSTS	TOTAL FEE
	Team Member:	Metts/ Greely	Guillen	Robertson	Bugala	Hunter	Martini	Kinney			N2W	Wright	Converse	AQX	CalVada	AirX		
	Billable Rate :	$285	$245	$240	$185	$185	$175	$145			Fee	Fee	Fee	Fee	Fee	Fee		
Task 1	**Project Management**																	
1.1	Project Kickoff Meeting (In-Person)		4		6				10	$ 2,090	$2,000						$ 300	$ 4,390
1.2	QA/QC	12							12	$ 3,420								$ 3,420
1.3	Monthly Invoicing and Billing Reports		12					6	18	$ 3,810								$ 3,810
1.4	Monthly Project Updates (Virtual)		12						12	$ 2,940	$3,000							$ 5,940
1.5	PDR Review Workshop (In-Person)		6	6	6				18	$ 4,020	$3,000						$ 300	$ 7,320
1.6	Design Review Meetings (Virtual x4)		8	8	8				24	$ 5,360	$4,000						$ 1,200	$ 10,560
	Subtotal Task 1	**12**	**42**	**14**	**20**			**6**	**94**	**$ 21,640**	**$ 12,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,800**	**$ 35,440**
Task 2	**Preliminary Design Report**																	
2.1	Progress Meetings and Updates (See Task 1.4)									$ -								$ -
2.2	Preliminary Design Report		16	16	36	12			80	$ 16,640	$12,000							$ 28,640
2.3	Evaluation of Emergency Generator		2		8				10	$ 1,970	$1,600	$4,000						$ 7,570
2.4	Utility Research		4	12	12	12			40	$ 8,300								$ 8,300
2.5	Permitting		4		8				12	$ 2,460	$1,600							$ 4,060
2.6	CEQA - Categorical Exemption				8		24		32	$ 5,680								$ 5,680
2.7	Review Workshop (See Task 1.5)	-	-	-	-	-	-	-	-	$ -								$ -
2.8	Final Updated PDR	2	4	4	24	8			42	$ 8,430	$3,200							$ 11,630
2.9	Treatment Equipment Recommendation		2						2	$ 490	$3,200							$ 3,690
	Subtotal Task 2	**2**	**32**	**32**	**96**	**32**	**24**		**218**	**$ 43,970**	**$ 21,600**	**$ 4,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 69,570**
Task 3	**Final Design**																	
3.1	Topographic Survey		2	2	2	4			10	$ 2,080					$8,000			$ 10,080
3.2	Potholing		2	2	2	4			10	$ 2,080						$6,000		$ 8,080
3.3	Geotechnical Investigation		2	2	2	4			10	$ 2,080			$12,000					$ 14,080
3.4.1	Contract Docs - 60% PS&E		16	32	80	80			208	$ 41,200	$54,000	$10,000		$7,500				$ 112,700
3.4.2	Contract Docs - 90% PS&E		16	32	80	80			208	$ 41,200	$54,000	$10,000		$7,500				$ 112,700
3.4.3	Contract Docs - Final PS&E		16	32	80	80			208	$ 41,200	$54,000	$10,000		$7,500				$ 112,700
3.4.4	Contract Docs - Bid Documents		8	12	12			8	40	$ 8,220	$6,000						$ 200	$ 14,420
	Subtotal Task 3		**62**	**114**	**258**	**252**		**8**	**694**	**$ 138,060**	**$ 168,000**	**$ 30,000**	**$ 12,000**	**$ 22,500**	**$ 8,000**	**$ 6,000**	**$ 200**	**$ 384,760**
Task 4	**Water Treatment Operation's Plan**																	
4.1	Operations Plan		4		24				28	$ 5,420	$4,800							$ 10,220
	Subtotal Task 4		**4**		**24**				**28**	**$ 5,420**	**$ 4,800**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,220**
	Total Hours and Fee	**14**	**140**	**160**	**398**	**284**	**24**	**14**	**1034**	**$ 209,090**	**$ 206,400**	**$ 34,000**	**$ 12,000**	**$ 22,500**	**$ 8,000**	**$ 6,000**	**$ 2,000**	**$ 499,990**
	Percent of Hours:	*1%*	*14%*	*15%*	*38%*	*27%*	*2%*	*1%*	*100%*									

Optional Tasks																		
Task OT																		
OT.1	RSSCT Coordination		4		12				16	$ 3,200	$4,800							$ 8,000
OT.3	Pre-qualify Contractors		4						4	$ 980	$3,200							$ 4,180
	Subtotal Task OT		**8**		**12**				**20**	**$ 4,180**	**$ 8,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 12,180**
	Total Optional Hours and Fee	**14**	**8**		**12**				**20**	**$ 4,180**	**$ 8,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 12,180**

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).

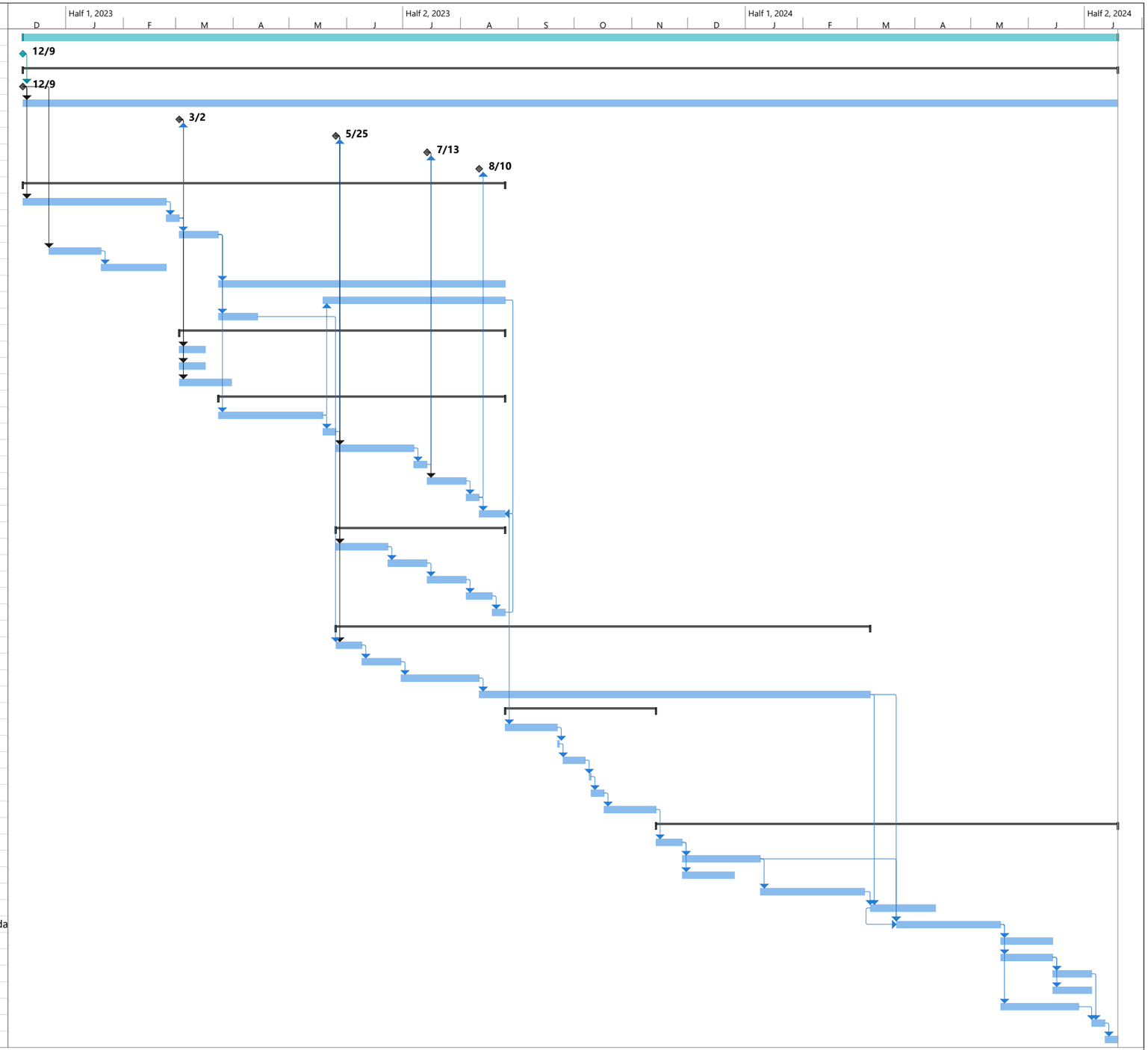
_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject 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.

DUDEK

By:_____ Date: _____
Bob Ohlund, P.E, Vice President

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Wellhead Treatment For Perchlorate	420 days	Fri 12/9/22	Thu 7/18/24	
2		Notice to Proceed	0 days	Fri 12/9/22	Fri 12/9/22	
3		**Task 1- Project Management**	**420 days**	**Fri 12/9/22**	**Thu 7/18/24**	
4		Project Kick-off Meeting	0 days	Fri 12/9/22	Fri 12/9/22	2
5		Quality Assurance/Quality Control	420 days	Fri 12/9/22	Thu 7/18/24	4
6		Preliminary Design Review Workshop	0 days	Thu 3/2/23	Thu 3/2/23	12
7		Design Review Meeting 60%	0 days	Thu 5/25/23	Thu 5/25/23	25
8		Design Review Meeting 90%	0 days	Thu 7/13/23	Thu 7/13/23	27
9		Design Review Meeting Final	0 days	Thu 8/10/23	Thu 8/10/23	29
10		**Task 2 - Preliminary Design and Permit**	**185 days**	**Fri 12/9/22**	**Thu 8/24/23**	
11		Preliminary Design Report	55 days	Fri 12/9/22	Thu 2/23/23	4
12		City review PDR	5 days	Fri 2/24/23	Thu 3/2/23	11
13		Final PDR	15 days	Fri 3/3/23	Thu 3/23/23	12
14		Utility Research	20 days	Fri 12/23/22	Thu 1/19/23	4FS+10 days
15		Evaluation of Standby Generator	25 days	Fri 1/20/23	Thu 2/23/23	14
16		CEQA	110 days	Fri 3/24/23	Thu 8/24/23	13
17		Permitting	70 days	Fri 5/19/23	Thu 8/24/23	24
18		Treatment Equipment Recommendation	15 days	Fri 3/24/23	Thu 4/13/23	13
19		**Task 3 Final Design**	**125 days**	**Fri 3/3/23**	**Thu 8/24/23**	
20		Topographic Survey	10 days	Fri 3/3/23	Thu 3/16/23	6
21		Potholing	10 days	Fri 3/3/23	Thu 3/16/23	6
22		Geotechnical Investigation	20 days	Fri 3/3/23	Thu 3/30/23	6
23		**Task 3.4 - Contract Document**	**110 days**	**Fri 3/24/23**	**Thu 8/24/23**	
24		60% Submittal	40 days	Fri 3/24/23	Thu 5/18/23	13
25		60% City Review	5 days	Fri 5/19/23	Thu 5/25/23	24
26		90% Submittal	30 days	Fri 5/26/23	Thu 7/6/23	7
27		90% City Review	5 days	Fri 7/7/23	Thu 7/13/23	26
28		Final Submittal	15 days	Fri 7/14/23	Thu 8/3/23	8
29		Final City Review	5 days	Fri 8/4/23	Thu 8/10/23	28
30		Bid Document	10 days	Fri 8/11/23	Thu 8/24/23	29,17FF,36FF
31		**Task 4 Water Treatment Operation's Plan**	**65 days**	**Fri 5/26/23**	**Thu 8/24/23**	
32		60% WTOP	20 days	Fri 5/26/23	Thu 6/22/23	7
33		City and DDW Review	15 days	Fri 6/23/23	Thu 7/13/23	32
34		90% WTOP	15 days	Fri 7/14/23	Thu 8/3/23	33
35		City and DDW Review	10 days	Fri 8/4/23	Thu 8/17/23	34
36		Final WTOP	5 days	Fri 8/18/23	Thu 8/24/23	35
37		**Prepurchase Equipment (GAC+Electrical)**	**205 days**	**Fri 5/26/23**	**Thu 3/7/24**	
38		Pre-purchase engineering specification	10 days	Fri 5/26/23	Thu 6/8/23	7,18
39		Pre-purchase contract	15 days	Fri 6/9/23	Thu 6/29/23	38
40		Pre-purchase shop drawing review	30 days	Fri 6/30/23	Thu 8/10/23	39
41		Pre-purchase equipment lead time	150 days	Fri 8/11/23	Thu 3/7/24	40
42		**Bid Assistance**	**57 days**	**Fri 8/25/23**	**Mon 11/13/23**	
43		Construction bid advertisement	20 days	Fri 8/25/23	Thu 9/21/23	30
44		Pre-bid meeting	1 day	Fri 9/22/23	Fri 9/22/23	43
45		Bid Addendm	10 days	Mon 9/25/23	Fri 10/6/23	44
46		Bid opening	1 day	Mon 10/9/23	Mon 10/9/23	45
47		Evaluation of bid and award	5 days	Tue 10/10/23	Mon 10/16/23	46
48		Construction contracting	20 days	Tue 10/17/23	Mon 11/13/23	47
49		**Construction**	**178 days**	**Tue 11/14/23**	**Thu 7/18/24**	
50		Mobilization	10 days	Tue 11/14/23	Mon 11/27/23	48
51		Shop drawing preparation and approval	30 days	Tue 11/28/23	Mon 1/8/24	50
52		Excavation and site clearing	20 days	Tue 11/28/23	Mon 12/25/23	50
53		Concrete for GAC vessels	40 days	Tue 1/9/24	Mon 3/4/24	51
54		Mechanical installation	25 days	Fri 3/8/24	Thu 4/11/24	53,41
55		Electrical installation	40 days	Fri 3/22/24	Thu 5/16/24	51,41,54SS+10 da
56		Yardpiping and grading	20 days	Fri 5/17/24	Thu 6/13/24	55
57		Commissioning	20 days	Fri 5/17/24	Thu 6/13/24	55
58		Startup and acceptance	15 days	Fri 6/14/24	Thu 7/4/24	57
59		DDW approval	15 days	Fri 6/14/24	Thu 7/4/24	57
60		Record drawing and O&M manual	30 days	Fri 5/17/24	Thu 6/27/24	55
61		Operator training	5 days	Fri 7/5/24	Thu 7/11/24	58,60
62		Demobilization	5 days	Fri 7/12/24	Thu 7/18/24	61



Project: Redlands 11 04 2022
Date: Sat 11/5/22

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Public Work Construction Contract with K.C. Restoration Co., Inc. for an amount not-to-exceed $258,188.97 for the Redlands Bowl Re-Stucco Project; waive a minor error in the bid, approve additional appropriation totaling $284,007.87; and determine that the project is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council determine approval of the Public Work Construction Contract with K.C. Restoration Co., Inc. for the Redlands Bowl Re-Stucco Project is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to appropriate $284,007.87 as detailed in the staff report;

3. I move to waive the minor error in the bid by K.C. Restoration Co., inc. and approve an award of the Public Work Construction Contract in the amount of $258,188.97 to K.C. Restoration Co., Inc. for the Redlands Bowl Re-Stucco Project.

RECOMMENDATION:

Staff recommends that City Council determine approval of the Public Work Construction Contract is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council waive a minor error in the bid by K.C. Restoration Co., approve the

appropriations as detailed in the staff report and approve an award of the Public Work Construction Contract with K.C. Restoration Co., Inc., for an amount not-to-exceed $258,188.97 for the Redlands Bowl Re-Stucco Project.

DISCUSSION:

Since the first season in 1924, the Redlands Bowl Performing Arts (RBPA), has served the City of Redlands and the Inland Empire region by providing musical and theatrical performances for the community, such as the Redlands Bowl Summer Music Festival. The Redlands Bowl Summer Music Festival holds the distinction of being the oldest continuously running summer music festival in the United States where no admission is charged. Other programs RBPA offers include the Children's Summer Festival Workshops, Young Artists Auditions, and Music in the Schools Programs. The Redlands Bowl is also used for other community events, including graduations for local schools.

On January 16, 2007, the City Council approved an agreement with RBPA for the lease of the Redlands Bowl Procellis, including the associated offices, the courtyard, and the stage areas. Per Section 7A of the agreement, the City is responsible for the maintenance of the structural elements, including the dome, exterior and interior walls of the Bowl building. Over time, due to the climate effects, the exterior walls and cast stones have been damaged, cracked and color faded. City staff performed an evaluation of the exterior walls and based on the results of that evaluation, identified that the building's exterior walls are in need of re-stucco, repair and deep cleaning.

City staff prepared the specifications and advertised the project on September 14, 2022. The City Clerk's office received and opened three (3) bids for the project on October 5, 2022. The bids were reviewed by staff to determine if they were responsive to bid requirements. Based on the attached bid analysis, K.C. Restoration Co., Inc. is the lowest responsive and responsible bidder. Therefore, it is recommended that the City Council award a Public Work Construction Contract to K.C. Restoration Co., Inc., for an amount not-to-exceed $258,188.97.

The following three (3) Project bids were received before the submittal deadline:

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
1. K.C. Restoration Co., Inc.	* $258,188.97
2. Color New Co.	$282,776
3. Applied Restoration Inc.	**$375,841.23

* An arithmetic error was discovered in the bid proposal. Bid Item #3 and #4 were not correctly multiplied, the total bid amount was corrected based on the given unit price and highlighted in the attached bid analysis to identify arithmetic errors, but did not affect the ranking.
** Two arithmetic errors were discovered in the bid proposal. 1) Bid Item #3 and #4 were not correctly multiplied, the total bid amount was corrected based on the given unit price and highlighted in the attached bid analysis. 2) The total base bid price and bid additive price were not totaled correctly. The bidder copied the bid additive price and placed it in the Base bid plus additive bid cell.

Furthermore, the project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the project involves the re-stuccoing of exterior walls.

ALTERNATIVES:

The City Council may elect not to approve the award of the Public Work Construction Contract and direct staff accordingly.

STRATEGIC PLAN:

The project supports Strategic Plan Priority A, Strategic Objective 1.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Jawad Naderi, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 2022-23
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	284,008
Budgeted Y/N:	N
Account No.:	101303-8501

Discussion:

The total cost of the project will be $284,007.87 ($285,188.97 plus a 10% contingency). Staff recommends an appropriation of $284,007.87 from the Capital Projects over $50,000 Reserve to fully fund the project.

The current balance for this reserve account is $670,622.

Attachments

Additional Appropriation
K. C. Restoration Agreement
Bid Opening Report
Bid Analysis

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 10/15/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Parks	101-303	8501		$ 284,007.86
				$ $ 284,007.86

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

JUSTIFICATION: Funds needed to complete project along with other bowl upgrades prior to 100 yr anniversary season of summer bowl series

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

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 6th day of December, 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 K.C. Restoration Co., 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 Re-Stucco Project No. FCS09072022JN, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Redlands Bowl Re-Stucco Project No. FCS09072022JN (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of two hundred fifty-eight thousand one hundred eighty-eight dollars and ninety-seven cents dollars ($258,188.97) 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 thirty (30) 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)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
Redlands Bowl Re-Stucco Project
Project No. FCS09072022JN

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 _____, 2022.

_____
(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 K.C. Restoration Co., Inc. (hereinafter designated as "Principal") have entered into an agreement dated December 6th, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Redlands Bowl Re-Stucco Project No. FCS09072022JN 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 two hundred fifty-eight thousand one hundred eighty-eight dollars and ninety-seven cents dollars ($258,188.97) 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 _____, 2022.

(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 K.C. Restoration Co., 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 December 6th, 2022, and identified as Redlands Bowl Re-Stucco Project No. FCS09072022JN 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 hundred fifty-eight thousand one hundred eighty-eight dollars and ninety-seven cents dollars ($258,188.97) 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 _____, 2022.

[SIGNATURES ON NEXT PAGE]

(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 **5th of October, 2022 at 3:00 p.m.** on behalf of the Facilities and Community Services Department for Redlands Bowl Re-Stucco Project, Project No. FCS09072022JN**.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Received (N/A)	Base Bid Amount	Total Bid Amount (Base+Additive)
1	Color New Company, Woodland Hills, CA	Yes	Yes	NA	**$206,776.00**	**$282,776.00**
2	K.C. Restoration Co., Inc., Gardena, CA	Yes	Yes	NA	**$213,281.05**	**$258,190.14**
3	Applied Restoration Inc., El Cajon, CA	Yes	Yes	NA	**$236,000.00**	**$49,800.00**

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Christopher Boatman
Staff: Jawad Naderi

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT
BID ANALYSIS

PROJECT NO.FCS09072022JN
REDLANDS BOWL RE-STUCCO PROJECT

BID DATE: 5-Oct-2022
EST. START DATE: 1-Dec-2022

Item No.	Bid Item	Quantity	Unit	K.C. Restoration Co., Inc.		Color New Co		Applied Restoration Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of Total Base Bid Price)	1	LS	$10,843.55	$10,843.55	$9,000.00	$9,000.00	$16,000.00	$16,000.00
2	Surface preparation for re-stucco including repairing of cracks and damaged edges, pressure washing for rubbing off existing paint, loose debris, dirt, and efflorescence.	1	LS	$26,778.13	$26,778.13	$12,000.00	$12,000.00	$43,000.00	$43,000.00
3	Bowl exterior walls re-stucco, OMEGA products international or equal, OmegaFlex Finish 100% Acrylic exterior finish, Color match existing, dry bond a polymermodified base coat and anti-fracture membrane.	9,933	SF	$12.64	$125,553.12	$16.00	$158,928.00	$22.59	$224,386.47
4	Bowl Interior Dome and Ceilings restucco, OMEGA products International or equal, Colortek Smoothcoat Exterior Stucco, Color match existing, dry bond a polymermodified base coat and anti-fracture membrane.	1,678	SF	$29.86	$50,105.08	$16.00	$26,848.00	$25.42	$42,654.76
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Base Bid				**$213,279.88**		**$206,776.00**		**$326,041.23**
Bid Additive									
1	Patch and repair the Cast stone damaged edges including but not limited to walls, piers, columns to match existing.	1	LS	$26,066.23	$26,066.23	$38,000.00	$38,000.00	$22,600.00	$22,600.00
2	Clean Cast stone surface to remove loose debris, dirt, efflorescence, mold to an approved limit.	1	LS	$18,842.86	$18,842.86	$38,000.00	$38,000.00	$27,200.00	$27,200.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Additive				**$44,909.09**		**$76,000.00**		**$49,800.00**
	Total Base Bid Plus Additive Bid				**$258,188.97**		**$282,776.00**		**$375,841.23**

Multiplication error on bid Item #3 and #4, Totals are corrected per item unit price.

Multiplication and addition error on bid Item #3 and #4, Totals are corrected per item unit price.

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

DATE: 12/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the recommendation by the Cultural Arts Commission to develop an Arts and Culture Master Plan (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to direct staff to advertise a request for proposal for the development of an Arts and Culture Master Plan.

RECOMMENDATION:

Commission Recommendation

At their regular meeting on September 13, 2021, the Cultural Arts Commission recommended that the City Council direct staff to prepare a request for proposal for the development of an Arts and Culture Master Plan.

Staff Recommendation

Staff recommends that the City Council direct staff to advertise a request for proposal for the development of an Arts and Culture Master Plan.

DISCUSSION:

In February 2019, the City Council approved a recommendation by the Cultural Arts Commission to appropriate $8,000 in funds for an Arts Economic Impact Study and accept a donation in the amount of $3,500 from the Redlands Arts Collaborative (RAC). RAC consists of representatives from Redlands cultural arts groups and is a community-based organization that collaborates to support individual and collective goals. The purpose of an economic impact study is to

analyze the current and potential value that public art adds to the community. Americans for the Arts was selected as a consultant to prepare the economic study in accordance with the City's purchasing guidelines. However, due to the cancellations of events and temporary closures of some organizations due to global health concerns and COVID pandemic, the completion of the study was delayed. With the assistance of RAC representatives, the American's for the Arts was able to complete the study in late 2021.

The study prepared for the City of Redlands incorporates the Arts & Economic Prosperity 5 National Study (AEP5 Study), published in 2017. It is the most comprehensive economic impact study of the nonprofit arts and culture industry ever conducted. The AEP5 Study documented the economic contributions of the arts in 341 communities and regions across the country, representing all 50 states and the District of Columbia. The economic impact for Redlands from nonprofit arts and culture organizations and their audiences was found to support 416 full-time equivalent jobs, with over $609,000 in revenue generated for local government and over $3,390,000 in event-related expenditures annually.

On September 13, 2021, the Commission also recommended that the City Council direct staff to procure the services of a consultant to develop an Arts and Culture Master Plan (Plan) and designate funding in the amount of $100,000. The Commission views the Plan as a necessary tool to ensure that art is promoted and utilized in a cohesive and intentional manner throughout the community.

ALTERNATIVES:

Council may choose not to approve the development and the additional appropriation for the funding for the Arts and Culture Master Plan and direct staff accordingly.

STRATEGIC PLAN:

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

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2022-23
Appropriation Required Y/N:	Y
Amount:	$100,000
Budgeted Y/N:	N

Discussion:

The Arts and Culture Master Plan is currently unbudgeted and funds will need to be appropriated once a proposal is selected. Should the City Council determine to move forward with the master plan, staff is recommending an additional appropriation from the General Fund's unassigned fund balance, estimated to be approximately $100,000. The appropriation is not necessary at this time but will require approval once the City Council approves the professional services agreement for developing the plan. The unassigned fund balance in the General Fund is projected to be approximately $21.7 million at June 30, 2023.

Attachments

A. Redlands AEP5 Survey Summary

Arts&Economic Prosperity®5
A Project of Americans for the Arts

The Economic Impact of Nonprofit Arts and Culture Organizations and Their Audiences in the City of Redlands, CA (Fiscal Year 2022/projected)

Direct Economic Activity	Arts and Culture Organizations	+	Arts and Culture Audiences	=	Total Industry Expenditures
Total Industry Expenditures	$10,823,619		$3,398,927		**$14,222,546**

Economic Impact of Spending by Arts and Culture Organizations and Their Audiences

Total Economic Impact of Expenditures	Economic Impact of Organizations	+	Economic Impact of Audiences	=	Total Economic Impact
Full-Time Equivalent (FTE) Jobs Supported	320		96		**416**
Household Income Paid to Residents	$7,780,000		$1,696,000		**$9,476,000**
Revenue Generated to Local Government	$451,000		$158,000		**$609,000**
Revenue Generated to State Government	$513,000		$215,000		**$728,000**

Event-Related Spending by Arts and Culture Audiences to Total $3.4 million (excluding the cost of admission)

Attendance to Arts and Culture Events	Resident[1] Attendees	+	Nonresident[1] Attendees	=	All Cultural Audiences
Total Attendance to Arts and Culture Events	119,194		27,056		**146,250**
Percentage of Total Attendance	81.5%%		18.5%%		100.0%
Average Event-Related Spending Per Person	$20.85		$33.77		$23.25
Total Event-Related Expenditures	**$2,485,111**		**$913,816**		**$3,398,927**

Nonprofit Arts and Culture Event Attendees Spend an Average of $23.25 Per Person (excluding the cost of admission)

Category of Event-Related Expenditure	Resident[1] Attendees	Nonresident[1] Attendees	All Cultural Audiences
Meals and Refreshments	$14.55	$21.98	$15.93
Souvenirs and Gifts	$2.80	$0.61	$2.39
Ground Transportation	$1.65	$2.60	$1.83
Overnight Lodging (one night only)	$0.28	$7.12	$1.55
Other/Miscellaneous	$1.57	$1.46	$1.55
Average Event-Related Spending Per Person	**$20.85**	**$33.77**	**$23.25**

Source: *Arts & Economic Prosperity 5: The Economic Impact of Nonprofit Arts and Cultural Organizations and Their Audiences in the City of Redlands*. For more information about this study or about other cultural initiatives in the City of Redlands, visit the City of Redlands's web site at http://www.cityofredlands.org.

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About This Study

This Arts & Economic Prosperity 5 study was conducted by Americans for the Arts to document the economic impact of the nonprofit arts and culture industry in 341 communities and regions (113 cities, 115 counties, 81 multicity or multicounty regions, 20 states, and 12 individual arts districts)—representing all 50 U.S. states and the District of Columbia. The diverse communities range in population (1,500 to more than 4 million) and type (small rural to large urban). Project economists from the Georgia Institute of Technology customized an input-output analysis model for each participating region to provide specific and localized data on four measures of economic impact: full-time equivalent jobs, household income, and local and state government revenue. These localized models allow for the uniqueness of each local economy to be reflected in the findings. Americans for the Arts partnered with 250 local, regional, and statewide organizations that represent the 341 study regions (30 partners included multiple study regions as part of their participation). **With the approval of the City Council of the City of Redlands, the Cultural Arts Commission contracted with Americans for the Arts to conduct a separate economic impact analysis focused solely on the nonprofit arts and culture industry in the City of Redlands**.

Surveys of Nonprofit Arts and Cultural ORGANIZATIONS

Each of the 250 partner organizations identified the universe of nonprofit arts and cultural organizations that are located in its region(s) using the Urban Institute's National Taxonomy of Exempt Entity (NTEE) coding system, a definitive classification system for nonprofit organizations recognized as tax exempt by the Internal Revenue Code. In addition, the study partners were encouraged to include other types of eligible organizations if they play a substantial role in the cultural life of the community or if their primary purpose is to promote participation in, appreciation for, and understanding of the visual, performing, folk, and literary and media arts. These include government-owned or government-operated cultural facilities and institutions; municipal arts agencies and councils; private community arts organizations; unincorporated arts groups; living collections (such as zoos, aquariums, and botanical gardens); university presenters, programs, and facilities; and arts programs that are embedded under the umbrella of a nonarts organization or facility (such as a hospital or church). In short, if it displays the characteristics of a nonprofit arts and cultural organization, it is included. *For-profit businesses (e.g., Broadway, motion picture theaters) and individual artists were excluded from this study*.

Nationally, data was collected from a total of 14,439 organizations for this study. Response rates among all eligible organizations located in the 341 study regions was 54.0 percent and ranged from 9.5 percent to 100 percent. Responding organizations had budgets ranging from $0 to $785 million (Smithsonian Institution). It is important to note that each study region's results are based solely on the actual survey data collected. There are no estimates made to account for nonresponding organizations. Therefore, the less-than-100 percent response rates suggest an understatement of the economic impact findings in most of the individual study regions.

To complete this separate analysis for the City of Redlands, the City of Redlands Cultural Arts Commission identified a total of 26 eligible nonprofit arts and culture organizations using the preceding definition. Fourteen of the 26 organizations participated in this study—a 53.8% response rate. A list of the participating organizations can be obtained from the City of Redlands Cultural Arts Commission.

Surveys of Nonprofit Arts and Cultural AUDIENCES

Audience-intercept surveying, a common and accepted research method, was completed in all 341 study regions to capture information about spending by audiences at nonprofit arts and culture events. Patrons were selected randomly and asked to complete a short survey while attending an event. A total of 212,691 attendees completed the survey. The respondents provided itemized travel party expenditure data on attendance-related activities such as meals, souvenirs, transportation, and lodging. Data was collected throughout the year to guard against seasonal spikes or drop-offs in attendance, and at a broad range of events (because a night at the opera will typically yield more spending than a Saturday children's theater production). Using total attendance data for 2015 (collected from the participating organizations), standard statistical methods were then used to derive a reliable estimate of total arts event-related expenditures by attendees in each study region.

To complete this separate analysis for the City of Redlands, a total of 708 valid audience-intercept surveys were collected from in-person attendees to arts and culture performances, events, exhibits, experiences, and facilities that took place in the City of Redlands during the period from June 2019 to August 2021.

Studying Economic Impact Using Input-Output Analysis

To derive the most reliable economic impact data, input-output analysis was used to measure the impact of expenditures by nonprofit arts and cultural organizations and their audiences. This highly-regarded type of economic analysis has been the basis for two Nobel Prizes in economics. The models are systems of mathematical equations that combine statistical methods and economic theory in an area of study called econometrics. The analysis traces how many times a dollar is respent within the local economy before it leaves the community, and it quantifies the economic impact of each of those rounds of spending. Project economists customized an input-output model for each of the 341 participating study regions based on the local dollar flow among 533 finely detailed industries within its economy. This was accomplished by using detailed data on employment, incomes, and government revenues provided by the U.S. Department of Commerce (County Business Patterns, the Regional Economic Information System, and the Survey of State and Local Finance), state and local tax data (e.g., sales taxes, lodging tax, property taxes, income tax, and miscellaneous local option taxes), and the survey data collected from the responding arts and cultural organizations and their audiences.

[1] For the purpose of this study, residents are attendees who live within San Bernardino County; nonresidents live elsewhere.

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

DATE: 12/06/2022

TO: The Successor Agency Board of Directors

SUBJECT: Approve the regular meeting minutes of November 1, 2022 (Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of November 1, 2022.

Attachments

Regular meeting minutes of November 1, 2022.

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on November 1, 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 announced there were no closed session matters scheduled for the Council to consider. The meeting was recessed at 5:00 P.M.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Davis followed by the pledge of allegiance to the American flag.

PRESENTATIONS

Redlands Pet Adoption – No presentation was made.

Recognition of Tom Fontanes & Artwork Created for City

Artist Tom Fontanes was unable to attend the meeting, but Mayor Barich recognized him for the artwork he created for the City of Redlands. He showcased the piece of art and announced it would be proudly displayed in the Mayor's office.

PUBLIC COMMENT

Mayor Barich explained that comments could be presented in-person, via Zoom, via cell phone or landline.

TVSP EIR Project - Steve Rogers claimed that Council's approval of the Transit Villages Specific Plan / EIR project on October 18, 2022 should be officially revoked and considered null and void because the City did not mail out a public notice to property owners pursuant to California government code. He added he thought the City Manager's newly approved employment agreement should also be revoked.

Homelessness - Luis complained about the growing homeless population around Alta and Lugonia Avenue. He said he had witnessed blatant drug use in an alley near him and he urged the City to take action to address the problem.

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 regular meeting minutes of October 18, 2022.

Vote: 5 - 0 Passed

Proclamation Family Court Awareness Month

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 November 2022 as Family Court Awareness Month in the City of Redlands.

Vote: 5 - 0 Passed

Proclamation Veterans, Military, and Their Families Month

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 November as Veterans, Military, and Their Families Month.

Vote: 5 - 0 Passed

Resolution No. 8409 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. 8409 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

Letter of Support SBCTA Grant Application for Congested Corridors Program

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, Mayor Barich to sign a letter of support for the San Bernardino County Transit Authority (SBCTA) to the California Transportation Commission's 2022 Solutions for Congested Corridors Program grant application related to the Metrolink San Bernardino Line: CP Lilac-Sycamore Avenue Capacity Improvements Project.

Vote: 5 - 0 Passed

Department of Defense Supplies Agreement

Police Chief Catren provided background of the State Plan of Operations Agreement between the State of California and the City for the use of excess Department of Defense supplies and equipment. The City was required to annually execute the attached agreement with the State as part of this program. In prior years, the City has received rifles, a Mine-Resistant Ambush Protected (MRAP) vehicle and night vision gear through the LESO program, saving Redlands taxpayers hundreds of thousands of dollars. All equipment was fully functional and was assigned for department use. As public comment, John Roach expressed opposition to this program, questioning the optics of police accepting military equipment when he said the city's crime rate was low. He wondered what the maintenance costs were for such vehicles as the MRAP. Chief Catren pointed out his department was not planning to obtain any additional equipment at this time.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council approved, by roll call vote, the State Plan of Operations Agreement between the State of California and the City of Redlands for the use of excess Department of Defense supplies and equipment and authorized the Chief of Police to execute the agreement on behalf of the City.

Vote: 4 - 1 Passed

NAY: Council Member Jenna Guzman-Lowery

Traffic Signal Component Cabinets Procurement

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 procurement of two (2) traffic signal component cabinets from Swarco for $61,037.03.

Vote: 5 - 0 Passed

Amending Contract University St / Brockton Ave Traffic Signal Improvements Project

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 Elecnor Belco Electric, Inc. for the University Street and Brockton Avenue Traffic Signal Improvements Project to extend the time for completion by one hundred eighty (180) calendar days.

Vote: 5 - 0 Passed

Engineering Services California St/Redlands Blvd Intersection Widening Project

Municipal Utilities and Engineering Director Harris reviewed the Professional Services Agreement with CASC Engineering and Consulting, Inc. to provide engineering services for the California Street and Redlands Boulevard Intersection Widening Project. As public comment, Steve Rogers stated he thought that CASC Engineering was operating in a conflict situation by offering to design this particular public works project while simultaneously serving as the City's consultant responsible for improvement plan checking and subdivision map review. Mr. Rogers added that he considered the City to be in violation of the Professional Engineers Act by not having a CA Registered Civil Engineer serving in the position of the MUED Director. Director Harris responded, explaining the contract was a stand-alone agreement for one project and there was no conflict. The City was not in violation of the Professional Engineers Act and his department was well staffed with qualified engineers.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with CASC Engineering and Consulting, Inc. to provide engineering services for the California Street and Redlands Boulevard Intersection Widening Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Professional Services Agreement with CASC Engineering and Consulting, Inc. for an amount not-to-exceed $231,930 to provide engineering services for the California Street and Redlands Boulevard Intersection Widening Project.

Vote: 5 - 0 Passed

Lease Agreement at Sunset Reservoir Site

Due to a source of income from Cathy and Kenneth Macknet within the last 12 months, Council Member Guzman-Lowery recused herself from this item for the consideration of a lease agreement with Cathy A. Macknet, Kenneth D. Macknet, and Mark R. Macknet for property with Assessor's Parcel No. 03004-5113-000 for an amount not-to-exceed $36,000 to construct a temporary reservoir to replace Sunset Reservoir.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of the lease agreement with Cathy A. Macknet, Kenneth D. Macknet, and Mark R. Macknet is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the lease agreement with Cathy A. Macknet, Kenneth D. Macknet, and Mark R. Macknet for property with Assessor's Parcel No. 03004-5113-000 for an amount not-to-exceed $36,000.

Vote: 4 - 0 Passed

Other: Council Member Jenna Guzman-Lowery (RECUSE)

Vehicle Lease Agreements

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the lease agreements with Toyota of Redlands for eight vehicles in an amount of $57,400 dollars annually for a total amount not to exceed $172,200 over a three-year term; and authorized the City Manager, or his designee, to execute the lease agreements together with any other associated documents with Toyota of Redlands.

Vote: 5 - 0 Passed

Engineering Services Citywide Left-Turn Pocket Study

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 a professional services agreement with KOA Corporation to provide engineering services 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 approved the professional services agreement with KOA Corporation for an amount not-to-exceed $99,905 to provide engineering services for the Citywide Left-Turn Pocket Study.

Vote: 5 - 0 Passed

Kiwanis Christmas Parade In-Kind Support

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 event in Downtown Redlands during the Kiwanis Christmas Parade is exempt from environmental review pursuant to Section 15311 of the State’s guidelines implementing the California Environmental Quality Act; authorized and approved a request for in-kind support in the amount of $19,594 related to this event; and authorized the temporary closure of E. Citrus Ave., 8th St., Orange St., Eureka St., W. State St., And Brookside Ave., on December 3, 2022.

Vote: 5 - 0 Passed

Holiday Decor and Installation Services 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 agreement with Southern California Lighting Inc. DBA The Christmas Kings for holiday decor and installation services for the downtown area an amount not-to-exceed $132,000 for a two-year term, with an additional one-year extension for an amount not-to-exceed $66,000.

Vote: 5 - 0 Passed

Ordinance No. 2947 Adoption TVSP Zone Change No. 475

Development Services Director Desatnik reviewed Ordinance No. 2947, Zone Change No. 475, (Second Reading) to amend the City's Zone Map to include and identify the Transit Villages Specific Plan (Specific Plan No. 65) area as a new zoning designation on the Zone Map. As public comment, Steve Rogers reiterated his concerns that the City did not properly mail the public hearing notice to surrounding property owners near the TVSP, and he raised questions about whether the boundaries were consistent with code. Director Desatnik explained the public hearing notice for the TVSP / EIR project complied with law and was properly published in the local newspaper as a display ad.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Ordinance No. 2947, Zone Change No. 475, (Second Reading), amending the City's Zone Map to include and identify the Transit Villages Specific Plan (Specific Plan No. 65) area as a new zoning designation on the Zone Map.

Vote: 5 - 0 Passed

NEW BUSINESS

ARPA Small Business Gift Card Match Program

Maira Durazo, Grants Coordinator, reviewed a purchase order and agreement with Yiftee Inc. in the amount not to exceed $2,122,903 to facilitate the implementation of the ARPA Small Business Gift Card Match Program. In an effort to improve the existing program, staff researched and learned of other California cities that are using ARPA funds to implement an E-gift card program and offer BOGO Cards as a promotion. Yiftee is used by cities due to its ease of use, best customer service rating, and no cost to the City or merchants. Purchasers are instead charged a $1 + 5% of the total e-gift card purchase cost. By implementing an e-gift card program, businesses receive their payment right away. This helps reduce the business' administrative burden.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, a Purchase Order and Agreement with Yiftee Inc. in the amount not to exceed $2,122,903 from the Small Business Gift Card Match Program allocation of State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA); and authorized the City Manager or his designee to execute the Agreement and Agreement amendments and other documents necessary to implement the Small Business Gift Card Match Program, purchase order and agreement with Yiftee Inc. in the amount not to exceed $2,122,903 to facilitate the implementation of the ARPA Small Business Gift Card Match Program.

Vote: 5 - 0 Passed

Ordinance No. 2948 California Fire Code Update

Staff requested this item be pulled from tonight's agenda. It will be rescheduled to the November 15, 2022 City Council meeting.

Network Systems Support Agreement

Eric Owens, Network Engineer of Management Services, presented an agreement with SDI Presence LLC to provide comprehensive network systems support for an amount not-to-exceed $300,000 for a period of three years. Project-based support will be provided for several long-range projects in the near term, including: the retrofit of Kmart into a new Police/Safety Hall facility, the move of the City's administrative offices to State Street City Hall (at 300 East State Street), and the comprehensive replacement of the City's phone system.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, an agreement with SDI Presence LLC to provide comprehensive network systems support for an amount not-to-exceed $300,000 for a period of three (3) years, with two one-year options to extend for a total not-to-exceed amount of $500,000.

Vote: 5 - 0 Passed

Ordinance No. 2950 Building Code Update

Development Services Director Desatnik reviewed Ordinance No. 2950, amending Title 15 (Buildings and Construction), by adopting by reference the 2022 California Building Code, 2022 California Residential Code, 2022 California Plumbing Code, 2022 California Electrical Code, 2022 California Mechanical Code, 2022 California Green Building Standards Code, 2022 California Energy Code, 2022 California Historical Building Code, and the 2022 California Existing Building Code, and making amendments related thereto. The adoption process takes place every three years and the latest update was published by the State on July 1, 2022 and will go into effect on January 1, 2023. As public comment, Steve Rogers recommended this matter be under the direction of a licensed engineer rather than a planner. Director Desatnik stated this pertained to building codes and the City's Chief Building Official, John Thompson, was well qualified to oversee the process of amending the City's building codes.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously introduced, by roll call vote, Ordinance No. 2950, amending Title 15 (Buildings and Construction), by adopting by reference the 2022 California Building Code, 2022 California Residential Code, 2022 California Plumbing Code, 2022 California Electrical Code, 2022 California Mechanical Code, 2022 California Green Building Standards Code, 2022 California Energy Code, 2022 California Historical Building Code, and the 2022 California Existing Building Code, and making amendments related thereto; and directed the City Clerk to publish a public hearing notice in accordance with Government Code Section 6066, that a public hearing to consider a recommendation to the City Council is to be held on November 15, 2022 at 6:00pm, or as soon thereafter as the matter may be heard.

Vote: 5 - 0 Passed

Groundwater Well and Booster Pump Maintenance Service

Municipal Utilities and Engineering Director Harris presented a non-professional service agreement with General Pump Company to provide groundwater well and booster pump maintenance and repair services on an as-needed basis and briefly reviewed the bidding process.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously determined, by roll call vote, that approval of the Non-Professional Service Agreement with General Pump Company is exempt from environmental review pursuant to section 15301(b) of the State's Guidelines implementing the California Environmental Quality Act; and approved the Non-Professional Service Agreement with General Pump Company for groundwater well and booster pump maintenance and repair services on an as-needed basis for an amount not-to-exceed $375,000 per year with an initial term of one (1) year and options to extend the agreement for two (2) additional one (1) year terms.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

No Council Member Announcements were presented.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:02 P.M. The next regular meeting of the City of Redlands City Council will be held on November 15, 2022.

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

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 Successor Agency.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Tejeda, seconded by Board Member Gallagher, the minutes of the regular meeting of October 4, 2022, were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 7:03 P.M. The next regular meeting of the Agency will be held on December 6, 2022.