REVISED

CITY OF REDLANDS
CITY COUNCIL
SUCCESSOR AGENCY

A G E N D A S

November 1, 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, November 1, 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 to Order**

B. **Recess City Council Meeting until 6:00 P.M.**
(There are no closed session items)

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6:00 P.M.

C. **Reconvene City Council Meeting**

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

E. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Recognition of Tom Fontanes for the artwork he created for the City of Redlands.

F. **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.)

G. **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 October 18, 2022 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring November, 2022 as Family Court Awareness Month in the City of Redlands (Mayor Barich)

3. Authorize issuance of a proclamation declaring November as Veterans, Military, and Their Families Month (Mayor Barich)

4. Adopt 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 (Council Member Davis)

5. Authorize 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 (City Manager Duggan)

6. Approve 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 authorize the Chief of Police to execute the agreement on behalf of the City (Police Chief Catren)

7. Approve the sole source procurement of two (2) traffic signal component cabinets from Swarco for $61,037.03 (Municipal Utilities and Engineering Director Harris)

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8. Approve 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 (Municipal Utilities and Engineering Director Harris)

9. Approve the professional services agreement with CASC Engineering and Consulting, Inc. to provide engineering services for the California Street and Redlands Boulevard Intersection Widening Project for an amount not-to-exceed $231,930, and determination that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

10. Approve the lease agreement with Cathy A. Macknet, Kenneth D. Macknet, and Mark R. Macknet for an undeveloped parcel (APN 03004-5113-0000) in the amount not-to-exceed $36,000, to construct a temporary reservoir to replace Sunset Reservoir, and determine that the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

11. Approve lease agreements with Toyota of Redlands for the lease of eight vehicles from Toyota of Redlands in an amount of $57,400 dollars annually for a total amount not to exceed $172,200 over a three-year term (Assistant City Manager Boatman)

12. Approve the professional services agreement with KOA Corporation to provide engineering services for the Citywide Left-Turn Pocket Study for an amount not-to-exceed $99,905, and determine approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

13. Approve the request for in-kind support for $19,594 related to the Kiwanis Christmas Parade hosted by the Kiwanis Club of Redlands, Noon; approve the request to close E. Citrus Ave., 8th St., Orange St., Eureka St., W. State St., and Brookside Ave. for the event on December 3, 2022; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

14. Approve 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 (Assistant City Manager Boatman)

15. Adopt Ordinance No. 2947, Zone Change No. 475, (Second Reading) - 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 (Development Services Director Desatnik)

H. **New Business**

1. Consideration of 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 (Assistant City Manager McConnell)

2. Consideration 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 (Fire Chief Sessler)

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3. Consideration of 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 (Management Services/Finance Director Garcia)

4. Consideration of Ordinance No. 2950- An Ordinance of the City of Redlands 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 (Development Services Director Desatnik)

5. Consideration of the non-professional service agreement with General Pump Company to provide groundwater well and booster pump maintenance and repair services on an as-needed basis for an amount not-to-exceed $1,125,000 and determination that approval of the agreement is exempt from environmental review pursuant to Section 15301(b) of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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

J. **Adjournment**
The next regular meeting of the City Council will be held on November 15, 2022.

K. **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 October 4, 2022 (Secretary Donaldson)

4. Adjourn Successor Agency Board of Directors' meeting
The next regular meeting of the Agency will be held on December 6, 2022.

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 **G. 1.**

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of October 18, 2022 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of October 18, 2022.

Attachments

Regular meeting minutes of October 18, 2022

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on October 18, 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; 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

Open Government - Steve Rogers voiced concerns about the bonus incentive language in the City Manager's employment agreement approved on October 4, 2022. He questioned whether the item complied with Brown Act regulations, wondered if the City employed a consultant to negotiate this matter and asked who might have been aware of the incentive language in advance of Council's approval that night. Mayor Barich pointed out that Mr. Duggan serves as City Manager on an at-will basis and the consultant hired to assist with the bargaining unit negotiations was not employed for this specific matter. City Attorney Abich Garcia added that the employment agreement had been posted and was available in advance of the October 4, 2022 Council meeting in full compliance with the Brown Act.

CLOSED SESSION

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 Tannenbaum, Helpern, Syracuse, Hirschtritt. A copy is available for public inspection in the City Clerk's Office.*

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

1. Benveniste v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS 2012175

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 6:05 P.M. with an invocation by Council Member Gallagher followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

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

PRESENTATIONS

Redlands Pet Adoption

Animal Services Officer Joseph Martinez, introduced “Charming”, a three-year-old male pitbull, who is available for adoption, along with forty-seven other dogs, twenty-five cats, one pig and one turtle. Chaming has been living at the Shelter since November of 2021 and would love a good home. Mr. Martinez informed the Council that six dogs and six cats had been adopted since the last City Council meeting.

Proclamation American Pharmacists Month

Mayor Barich presented a Proclamation proclaiming the month of October as “American Pharmacists Month” in the City of Redlands to Courtney Woo, a student of Loma Linda University, School of Pharmacy.

PUBLIC COMMENT

City Manager's Employment Agreement - Steve Rogers continued to raise concerns about the bonus incentive language within the City Manager's Employment Agreement and he thought the language should have been included in the staff report.

City Survey - Dennis Bell was not pleased that the City was spending money on a "quality of life survey" again. He wondered how much it cost and thought the questions were written to obtain the answers the City wanted.

Downtown Patron Assaulted - Joshua Hall described how a friend was recently assaulted outside a downtown restaurant and he complained the police response was not as quick as it should have been.

"Access Bus" Routes - Carol Hall pointed out the "Access Bus" routes in Redlands have become quite limited over the last few years, thereby reducing transportation options for people in wheelchairs. This has severely restricted them from attending certain events, such as weekly church services.

Prospect Park Maintenance - Richard O'Donnell listed concerns he had with the condition of Prospect Park and urged the Council to take this opportunity to attend to the many needs of the park in order to maintain, preserve and restore this historic site.

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 4, 2022.

Vote: 5 - 0 Passed

Proclamation American Pharmacists 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 October, 2022 as American Pharmacists Month.

Vote: 5 - 0 Passed

Proclamation Childhood Lead Poisoning Prevention Week

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 October 23-29, 2022 as Childhood Lead Poisoning Prevention Week.

Vote: 5 - 0 Passed

Human Relations Commission Appointments

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Matthew Maiberger and Claudia Ruiz to each serve four-year terms on the Human Relations Commission beginning October 18, 2022 and ending October 18, 2026.

Vote: 5 - 0 Passed

Resolution No. 8398 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. 8398 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

MOU SBCCD Student Intern Program

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a Memorandum of Understanding between the City of Redlands and San Bernardino Community College District (SBCCD) to provide student interns.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Andrea Benveniste. Under the terms of the agreement, the City agrees to pay Ms. Benveniste, $80,000.00 to settle and dispose of disputes and controversies associated with a civil action pending in the San Bernardino Superior Court and entitled Andrea Benveniste v. City of Redlands, et al., Case No. CIVDS 2012175; and authorized the Mayor to execute the agreement.

Vote: 5 - 0 Passed

Ordinance 2944 Water, Sewer and Solid Waste Charges/Payments

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Ordinance 2944, amending Title 13 (Public Services) Chapter 13.12 relating to water, sewer and solid waste charges and payments.

Vote: 5 - 0 Passed

Fire Plan Review & Inspection 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, a Single Source Professional Services Agreement with Willdan Engineering for the provision of fire plan review and inspection services for an amount not-to-exceed $100,000 for a period of one year; and authorized an additional appropriation in the amount of $100,000 for the cost of these services.

Vote: 5 - 0 Passed

Homeland Security Emergency Management Grant Award

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to accept the Department of Homeland Security, Federal Emergency Management Agency 2021 Emergency Management Performance Grant award in the amount of $18,724; and authorized an additional appropriation of the same amount to the Emergency Preparedness fund.

Vote: 5 - 0 Passed

Police Department State Funds

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously accepted, by roll call vote, the warrant for funds being distributed to the Redlands Police Department by the State of California pursuant to the Budget Act of 2022 in the amount of $200,000; and approved an additional appropriation of $200,000 to the Police Department.

Vote: 5 - 0 Passed

Heroes and Helpers 2022 Event

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the hold harmless agreement with Redlands Joint Venture, LLC, Majestic Realty Co. for use of its facilities for Heroes and Helpers 2022 Event.

Vote: 5 - 0 Passed

Amending Agreement for Conducting Utility Rate Studies

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Second Amendment to the Agreement with Raftelis Financial Consultants, Inc. to conduct utility rate studies; and approved an additional appropriation of $46,877 to fund the Utility Rate Study expanded scope of work.

Vote: 5 - 0 Passed

Mountain View Avenue Mission Creek Bridge Maintenance

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, approval of the Cooperative Maintenance Agreement is categorically exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Cooperative Maintenance Agreement with the City of San Bernardino for the Mountain View Avenue Mission Creek Bridge.

Vote: 5 - 0 Passed

Amending Contract Alley Paving Improvements 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 First Amendment to the Public Works Contract with Tryco General Engineering for the Alley Paving Improvements Project to extend the time for completion by sixty-five (65) calendar days.

Vote: 5 - 0 Passed

Amending Agreement for City-Owned Streetlight Replacement 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 Second Amendment to the Non-Professional Services Agreement with Tanko Streetlighting, Inc. to replace City-owned streetlights with energy-efficient LED lights.

Vote: 5 - 0 Passed

Ordinance No. 2945 Regulating Organic Waste Disposal

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. 2945 (Second Reading), adding Chapter 13.67 to the Redlands Municipal Code relating to the establishment of regulations governing organic waste disposal.

Vote: 5 - 0 Passed

Facility Use Agreement Senior Center

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 Facility Use Agreement with the San Bernardino County Department of Adult and Aging Services (SBCDAAS) 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 Facility Use Agreement with SBCDAAS for use of the Senior Center to provide senior citizens with community resources, bus passes, and assistance with the Home Energy Assistance Program.

Vote: 5 - 0 Passed

In-Kind Support Redlands Veterans Day Celebration Event

As Chairman of the Hometown Heroes Foundation Board, Council Member Gallagher recused himself from discussion and voting on this item. As public comment, Dennis Bell questioned why the in-kind support was 39% higher than the request for last year's event. Assistant City Manager Boatman pointed out the increase was due to an increase in police costs and he reminded everyone this was an estimate, a worst case scenario and the final cost may be lower. Mayor Barich stressed the importance of honoring our veterans.

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 Jennie Davis Park during the Redlands Veterans Day Celebration 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 $13,504 related to this event; authorized the temporary closure of E. Citrus Ave., Eureka St., W. State St., Center St., and Redlands Blvd., on November 11, 2022; and approved the request for the sale and consumption of alcoholic beverages in Jennie Davis Park during the Redlands Veterans Day Celebration to be held on November 11, 2022.

Vote: 4 - 0 Passed

Other: Council Member Mick Gallagher (RECUSE)

Amending Contract for Senior Center Outdoor Dining Facilities Construction Project

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a First Amendment to the Public Works Contract with DEARK E&C, INC. for the Senior Center Outdoor Dining Facilities Construction Project No. 03012022JN to extend time for completion by ninety (90) calendar days.

Vote: 5 - 0 Passed

Emergency Resolution No. 8065 Report

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to receive and file the report regarding Emergency Resolution No. 8065 proclaiming the existence of a local emergency in response to COVID-19 (Coronavirus Disease 2019).

Vote: 5 - 0 Passed

COMMUNICATIONS

Video Series Redlands Making Progress

Public Information Officer Baker presented a new video from the video series "Working for You: Redlands Making Progress". This month's video highlighted the ribbon cutting ceremony for the recent conversion of tennis courts to pickle ball courts at the Redlands Community Center. Filming and production work was provided by Cheryl Williams, Multimedia Production Coordinator.

2022 Sister Cities International Community Summit Report

Mayor Pro Tem Tejeda attended the 2022 Sister Cities International U.S.-Mexico Mayors' Community Summit held October 11-13 in San Diego and Tijuana, Baja California, and presented a report of his activities. The Summit was designed to build on shared values to better foster bilateral relations and demonstrate the success of Sister Cities partnerships, bringing city leaders, academics, corporate executives, and prominent global experts together to showcase innovative projects with concrete outcomes around key areas such as trade and investment, economic development, education, humanitarian services, technology, and arts and culture.

Councilmembers Hosting Community-Oriented Events

City Manager Duggan reviewed the request from Mayor Pro Tem Tejeda and Council Member Davis to host Accelerate Neighborhood Climate Action (ANCA) meetings in City facilities. Council Member Davis said this represented great collaboration between the City and ANCA and Mayor Pro Tem Tejeda was pleased the meetings were being held at the Community Center. He encouraged everyone to attend.

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously agreed, by roll call vote, to allow Mayor Pro Tem Tejeda and Councilmember Davis to use City facilities to host Accelerate Neighborhood Climate Action meetings beginning November 2022 through November 2023.

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Resolution Nos. 8394 and 8395 - CFD Annexation No. 27

Mayor Barich opened the hearing and called on Development Services Director Desatnik for a report on a request from Duke Realty Limited Partnership to annex territory to Community Facilities District No. 2004-1 for the purposes of performing maintenance of public trails and trail fences within and adjacent to Planned Development No. 4. City Clerk Donaldson agreed to hold the special election within the annexing territory on October 18, 2022. With no further comments, Mayor Barich closed the public hearing. City Clerk Donaldson conducted the special election and announced the results, which determined the required two-thirds of the votes cast (23-0) were in favor of levying the tax.

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. 8394, calling a special election of the question of levying special taxes within the territory to be annexed to CFD No. 2004-1; and approved Resolution No. 8395 declaring the voting results of the special election of Annexation No. 27 to Community Facilities District No. 2004-1 were in favor of levying the tax, and therefore, the territory will be annexed to the CFD No. 2004-1.

Vote: 5 - 0 Passed

Transit Villages Specific Plan

Mayor Barich declared the meeting open as a public hearing and called on Development Services Director Desatnik to provide background on the proposed Transit Villages Specific Plan (Specific Plan No. 65) project and the proposed General Plan Transit Village District. One strategy of the General Plan was the introduction of the Transit Villages concept to accommodate future development within the core areas of the City. On October 5, 2022, the Planning Commission reviewed the proposed project and the related Final Environmental Impact Report, suggested some zoning revisions and, by a 6 to 0 vote, recommended the matter to the City Council. Through a series of slides including photos, charts and maps, Brian Foote, City Planner/Planning Manager, presented the Specific Plan details, including background, project description, Transit Villages Specific Plan content, environmental review and the final recommendations for the Council to consider, including those recommendations approved by the Planning Commission.

As public comment, Ron VanDamme and Stephanie Bruce appreciated the revisions as recommended by the Planning Commission and the interest in preserving Smiley Park Historic District and the area south of ESRI as one of the last neighborhoods that is still affordable. Michelle Rogers, University of Redlands V.P. of Administration, offered support for the plan, adding the TVSP promoted smart growth, walkable neighborhoods and would be vital for the future of the University. Joshua Hall opposed the Specific Plan and thought this was being forced upon the community whether they wanted it or not. Steve Rogers stated the draft EIR was not sufficient and he complained the City had not accomplished master plans to provide the necessary framework to establish community goals and a vision. Richard O'Donnell thought the plan was not in step with Measure U, as approved by the Redlands voters. Virginia Bierschbach expressed concerns about Grove Street, near the University, where she said people travel at unsafe speeds and four-story buildings seemed excessive to her and not within the spirit of Measure U. Jerry Tessier of Redlands Food Hall, LLC expressed his enthusiasm for smart growth concepts and urged the Council to approve the plan. Pat Morris commended Mr. Foote and staff for their efforts to include the community throughout the long process as the TVSP was developed.

Four written comments were received, including one who opposed approving the plan, one in partial support but had concerns about building heights and the need for affordable housing, one concerned with the lack of mitigation measures related to parcels which fell within the 100-year base flood hazard area and one stating the EIR must be revised and recirculated to properly evaluate and mitigate the Project's significant impacts relating to 100 properties within the plan as identified by the Redlands Area Historical Society.

As a follow up to residents' concerns regarding the area south of ESRI, which is currently designated as Village General, Council Member Davis asked if the Council was able to reassign the zone designation of that area to Neighborhood General. Mr. Foote explained that the area in question, south of ESRI, as Village General, would allow some retail alongside residential. Council Members and staff discussed possible outcomes if zoning was revised. Council Member Guzman-Lowery highlighted Olive Avenue Market as an example of how to create a thriving new element to a particular neighborhood. Mayor Barich declared the public hearing closed.

A brief recess was taken at 7:56 P.M. to allow staff time to confer with EIR consultant Meaghan Truman of EPD Solutions and Juan Gomez-Novy of Moule & Polyzoides Architects (TVSP consultant). The City Council reconvened at 8:15 P.M.

Mr. Foote announced it was determined that revising the zoning within the area south of ESRI from Village General to Neighborhood General 2, would be appropriate.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8399 adopting the Findings of Fact and Statement of Overriding Considerations in accordance with Sections 15091, 15092, and 15093 of the California Environmental Quality Act, certifying the Final Environmental Impact Report prepared for the Transit Villages Specific Plan project, and approving and adopting the Mitigation Monitoring & Reporting Program.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8401 adopting the General Plan amendments for the Transit Villages Specific Plan.

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. 8400, as amended, adopting the Transit Villages Specific Plan (Specific Plan No. 65), and rescinding the existing Downtown Specific Plan. The proposed Specific Plan would provide the development standards and design regulations for future development of up to: 265,000 square-feet of retail and commercial floor area; 238,000 square-feet of office area; up to 2,400 dwelling units (e.g., apartments, condominiums, and townhomes); up to 220 hotel rooms and 110,000 square-feet of hotel space; and approximately 280,000 square-feet of parks and open space. Public realm improvements are also anticipated, to include pedestrian, bicycle, and transit improvements within the plan area. The project area covers approximately 947 acres (or approximately 1.48 square miles) and is generally bounded to the west by Kansas Street, Redlands Boulevard, Alabama Street, and Tennessee Street; to the north by Interstate 10, Colton Avenue, and Sylvan Boulevard; to the east by Judson Street; and to the south by Citrus Avenue, Central Avenue, Redlands Boulevard, Olive Avenue, Brookside Avenue, Ash Street, Pine Avenue, Tennessee Street, and State Street. The Project area also includes the parcels fronting both sides of the Orange Street corridor between Colton Avenue and Lugonia Avenue. The proposed Transit Villages Specific Plan includes the entire area currently governed by the Downtown Specific Plan and would replace the existing Downtown Specific Plan.

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. 2947 (Zone Change No. 475), as amended, 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.

Vote: 5 - 0 Passed

Ordinance No. 2943 Redlands Airport Vehicle Operating Speeds

Mayor Barich declared the meeting open as a public hearing and called on Assistant City Manager Boatman for a report on Ordinance No. 2943, amending Section 12.56 of the Redlands Municipal Code relating to the establishment of regulations governing vehicle operating speeds at the Redlands Airport. Mr. Boatman announced that staff was requesting this item be pulled from the agenda tonight, to be brought back for the City Council to consider at a future meeting.

NEW BUSINESS

City-Wide Janitorial Services Agreement

Assistant City Manager Boatman introduced an agreement with Genesis Staffing Firm for city-wide janitorial services for an amount not-to-exceed $1,735,406.16 for a three-year term with two additional one-year terms. The City operates out of sixteen facilities that require varying degrees of janitorial maintenance. Under Facilities and Community Services, the Building Maintenance Division oversees the on-going maintenance and janitorial needs of each facility.

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 Genesis Staffing Firm for city-wide janitorial services for an amount not-to-exceed $1,735,406.16 for a three-year term with two additional one-year terms.

Vote: 5 - 0 Passed

Resolution No. 8830 Redlands Municipal Airport Fees

Assistant City Manager Boatman presented Resolution No. 8330, establishing fees for the Redlands Municipal Airport. The Airport Advisory Board (AAB), at their regular meeting on April 21, 2022, recommended the City Council adopt the fee schedule as attached. The increase in revenue for the City's Airport Division will be applied to operational, maintenance and improvement projects at the Airport and FAA Grant Assurances requires airport sponsors to develop fees for both aviation and non-aviation uses, ensuring FAA funds are not inadvertently subsidizing non-aviation uses. As public comment, Ted Gablin, President of the Redlands Airport Association, was grateful his group had been included in the discussions regarding the fee schedule but, for clarity's sake, thought the proposed ordinance still lacked narrative that should be included. Assistant City Manager Boatman confirmed that only the fees referenced in Resolution No. 8330 were being considered tonight.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that adoption of this Resolution is exempt from review and under the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code Section 21080(b)(8)(1) and CEQA Guidelines Section 15273 because this Resolution relates to fees and charges for the purpose of meeting the operating expenses of the City; and adopted Resolution No. 8830, establishing fees for the Redlands Municipal Airport.

Vote: 5 - 0 Passed

Contract Award Redlands Bowl Electrical & Theatrical Lighting Upgrade

Assistant City Manager Boatman reported on a contract with My Electrician Inc. for an amount not-to-exceed $2,000,000 for the Redlands Bowl Electrical and Theatrical Lighting Upgrade, providing details of the scheduled work. As public comment, Dennis Bell wondered if the replacement parts would be gold-plated due to the high price tag.

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 public works contract with My Electrician Inc. for the Redlands Bowl Electrical and Theatrical Lighting Upgrade Project is exempt from environmental review pursuant to Section 15303(e) of the State's guidelines implementing the California Environmental Quality Act; re-designated $300,000 from the Park Development Match within the Parks and Recreation category of the Nevada Palmetto Grove Proceeds to the Redlands Bowl Electrical and Theatrical Lighting Upgrade project and appropriated $1,500,000 as detailed in the staff report; waived the minor error in the bid by My Electrician Inc.; and approved an award of contract in the amount of $2,000,000 for the Redlands Bowl Electrical and Theatrical Lighting Upgrade Project.

Vote: 5 - 0 Passed

Mobile Crash Barriers Purchase

Assistant City Manager Boatman explained the need for the purchase order with Meridian Rapid Defense Group for the purchase of mobile crash barriers. Staff met with Meridian representatives, assessed the system, found it to be very effective as a crash barrier and the materials can be set-up and torn-down very efficiently and was found to be uniquely qualified as there are no other styles on the market currently that offer the testing data, durability and cost-effectiveness of the Meridian system. Mayor Pro Tem Tejeda wondered if the General Fund would be a more appropriate source of funding for the barriers rather than utilizing ARPA funds. City Manager Duggan recommended the Council approve the use of the ARPA funds for this purchase, and he saw no issues with using General Fund monies for another use as approved by the Council in the future.

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 sole source purchase order with Meridian Rapid Defense Group is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved a Single Source purchase order with Meridian Rapid Defense Group for an amount not-to-exceed $262,158.75 for the purchase of mobile crash barriers; and approved the reallocation of remaining funds from the Premium Pay program in the amount of $111,126.65 to fund a portion of the Single Source purchase order with Meridian Rapid Defense Group.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Davis was pleased to report she held the first Youth Council meeting for 2022-23, and she thanked Assistant City Manager Boatman for addressing the group. She is looking forward to working with 36 new students.

Mayor Barich enjoyed the A.K. Smiley Public Library Gala event on October 15 and participated in the Redlands Unified School District Resource Fair held at Redlands High School.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:55 P.M. The next regular meeting of the City of Redlands City Council will be held on November 1, 2022.

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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring November, 2022 as Family Court Awareness Month in the City of Redlands (Mayor Barich)

MOTION:

I move to authorize issuance of a proclamation declaring November 2022 Family Court Awareness Month in the City of Redlands.

SUBMITTED BY:
Jennifer Macias, Management Analyst

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

Attachments

Family Court Awareness Month

PROCLAMATION

Family Court Awareness Month

WHEREAS, the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness of the importance of a family court system that prioritizes child safety and acts in the best interest of children; and

WHEREAS, the mission at the FCAMC is to create awareness and change in the family court system for the over 58,000 children a year ordered into unsupervised contact with abusive parents, while also honoring the memory of the hundreds of children who have been reported murdered during visitation with a dangerous parent; and

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of empirically-based education and training on domestic violence and child abuse, including emotional, psychological, physical, and sexual abuse, as well as childhood trauma, coercive control, and post separation abuse for judges and all professionals working on cases within the family court system; and

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value; and

WHEREAS, the mission at the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research including The Adverse Childhood Experiences (ACEs) Study (co-principal investigator: Vincent Felitti, Kaiser Permanente-CDC); Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (principal investigator: Daniel Saunders, University of Michigan, sponsored by the National Institute of Justice); and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations (principal investigator: Joan S. Meier, GW Law School, sponsored by the National Institute of Justice), and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim the Month of November 2022, as "Family Court Awareness Month".

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 1st day of November 2022.

_____

Paul T. Barich, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring November as Veterans, Military, and Their Families Month (Mayor Barich)

MOTION:

I move to authorize issuance of a proclamation declaring November as Veterans, Military, and Their Families Month.

Attachments

2022 Veterans and Military Families Month

PROCLAMATION

National Veterans, Military, and Their Families Month
November 2022

WHEREAS, throughout our Nation's history, an unbroken chain of patriots has strengthened us in times of peace and defended us in times of war. Yet the courageous men and women of the United States military do not serve alone. Standing alongside them are husbands and wives, parents and children, sisters and brothers. During Military Family Month, we celebrate the families who make daily sacrifices to keep our Nation whole, and we remember a most sacred obligation -- to serve them as well as they serve us.

WHEREAS, military families exemplify the courage and resolve that define our national character. For their country and their loved ones, they rise to the challenges of multiple deployments and frequent moves -- spouses who care and provide for children in their partners' absence, kids who make new friends and leave known comforts behind. They are the force behind the force, patriots who support their family members in uniform while enriching the communities they call home.

WHEREAS, time and again, our service members and their families have sacrificed to protect the promise that defines our Nation -- life, liberty, and the pursuit of happiness. As we work to repay this enormous debt of gratitude, every American is encouraged to do their part. Together, let us support our military children as they learn, grow, and live their dreams. And let us keep our military families strong and secure.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim November 2022 as National Veterans, Military, and Their Families Month. We call on all residents and citizens to honor veteran and military families through private actions and public service for the tremendous contributions they make in the support of our service members and our Nation.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 1st day of November, 2022.

_____
Paul T. Barich, Mayor

_____
Jeanne Donaldson, City Clerk

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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt 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 (Council Member Davis)

MOTION:

I move to adopt Resolution No. 8409.

DISCUSSION:

On October 18, 2022, the City Council adopted Resolution No. 8398 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 November 16, 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. 8409, the City Council is reaffirming its findings and compliance with AB 361 for an additional 30 days ending November 30, 2022.

SUBMITTED BY:
Council Member Denise Davis

Attachments

Reso. 8409 Teleconference Meeting

RESOLUTION NO. 8409

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) November 30, 2022, 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 1st day of November 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 1st day of November 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize 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 (City Manager Duggan)

MOTION(S):

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

I move that the City Council authorize Mayor Barich to sign a letter of support for the San Bernardino County Transit Authority (SBCTA) grant application related to the Metrolink San Bernardino Line: CP Lilac-Sycamore Avenue Capacity Improvements Project.

RECOMMENDATION:

Staff recommends that City Council authorize Mayor Barich to sign a letter of support for the San Bernardino County Transit Authority (SBCTA) grant application related to the Metrolink San Bernardino Line: CP Lilac-Sycamore Avenue Capacity Improvements Project.

DISCUSSION:

SBCTA is submitting an application to the California Transportation Commission's 2022 Solutions for Congested Corridors Program related to the Metrolink San Bernardino Line (SBL): CP Lilac-Sycamore Avenue Capacity Improvements Project. The project would double-track approximately three-quarters of a mile in the City of Rialto, which will allow for increased frequency on the San Bernardino Line of Metrolink. The double-tracking of this

0.7 mile segment will expand the window of 30-minute bi-directional service, improving trip times and trip reliability, increasing ridership, and inducing a mode shift from auto to transit, thereby reducing I-10 congestion and greenhouse gas emissions overall.

The project segment straddles Rialto Station on the SBL. It includes a pedestrian underpass and a second platform; bicycle/pedestrian upgrades to meet current ADA standards; and ADA compliant safety improvements at three crossings, making the segment quiet-zone ready. It adds station and gate coordination technology to reduce gate down time for roadway vehicles. This project has a significant return on investment through operational efficiencies and congestion reduction on Interstate 10.The project is a collaborative effort between Metrolink and SBCTA, with Caltrans being the lead on the grant application.

ALTERNATIVES:

City Council may deny the staff recommendation.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Chris Boatman, Assistant City Manager
John R. Harris, Municipal Utilities and Engineering Director
Yvette M. Abich, Garcia

PREPARED BY:
Jennifer Macias, Management Analyst

Fiscal Impact

Discussion:

There is no fiscal impact associated with this action.

Attachments

Letter of Support for SBCTA

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

PAUL T. BARICH
Mayor

EDDIE TEJEDA
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MICK GALLAGHER
Council Member

November 2, 2022

Mr. Mitch Weiss
Executive Director
California Transportation Commission
1120 N Street, MS 52
Sacramento, CA 95814

Re: Letter of Support for the 2022 SCCP partnership application by Caltrans and SBCTA for the *Metrolink San Bernardino Line: CP Lilac-Sycamore Avenue Capacity Improvements Project*

Dear Mr. Weiss,

On behalf of the City of Redlands, I would like to express our strong support for the partnership application by the California Department of Transportation (Caltrans) and the San Bernardino County Transportation Authority (SBCTA) for the *Metrolink San Bernardino Line (SBL): CP Lilac-Sycamore Avenue Capacity Improvements Project* (Project) in Rialto for consideration in the California Transportation Commission's 2022 Solutions for Congested Corridor Program (SCCP).

The Project is a collaborative effort of SBCTA and the Southern California Regional Rail Authority (SCRRA), with Caltrans as the lead applicant. The Metrolink SBL is one of the most heavily used lines on the 500+ mile Metrolink system. It runs from San Bernardino to Los Angeles, parallel to and approximately two miles north of Interstate 10 (I-10), the most congested freeway in San Bernardino County. The double-tracking of this 0.7 mile segment will expand the window of 30-minute bi-directional service, improving trip times and trip reliability, increasing ridership, and inducing a mode shift from auto to transit, thereby reducing I-10 congestion and greenhouse gas emissions overall.

The project segment straddles Rialto Station on the SBL. It includes a pedestrian underpass and a second platform; bicycle/pedestrian upgrades to meet current ADA standards; and ADA compliant safety improvements at three crossings, making the segment quiet-zone ready. It adds station and gate coordination technology to reduce gate down time for roadway vehicles. This project has a significant return on investment through operational efficiencies and congestion

reduction on Interstate 10. We greatly appreciate the Commission's consideration of the Caltrans/SBCTA SCCP application for this project that will directly benefit our area with significant accessibility, mobility, and safety improvements.

Sincerely,

Paul T. Barich
Mayor
City of Redlands

CC: City Council
Charles M. Duggan, Jr. City Manager

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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 authorize the Chief of Police to execute the agreement on behalf of the City (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 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 authorize the Chief of Police to execute the agreement on behalf of the City.

RECOMMENDATION:

Staff recommends City Council approve the State Plan of Operations Agreement between the State of California and the City of Redlands.

DISCUSSION:

The U.S. Department of Defense Law Enforcement Support Office (LESO) program permits the Secretary of Defense to transfer excess Department of Defense supplies and equipment to local law enforcement agencies for use in their law enforcement duties. This property is procured at no cost to the agency except for any shipping or transportation costs. The City of Redlands received rifles, a Mine-Resistant Ambush Protected (MRAP) vehicle and night vision gear through the LESO program in prior years, saving Redlands taxpayers hundreds of thousands of dollars. All equipment was fully functional and was assigned for Department use.

The City is required to annually execute the attached agreement with the State of California as part of this program. The State Plan of Operations (SPO) Agreement is entered into between the State of California and the Chief Law Enforcement Official of the Law Enforcement Agency (LEA), to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) property which has been transferred pursuant to Title 10 USC 2576a. The agreement is meant to promote the efficient and expeditious transfer of property and to ensure accountability of all transferred property. This program requires an agreement between the state and recipient agency as a condition of receipt of the DOD property.

ALTERNATIVES:

Do not approve the State Plan of Operations Agreement between the State of California and the City of Redlands.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

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

PREPARED BY:
Chay Miller, Executive Assistant

Fiscal Impact

Fiscal Year:	2022-2023
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	0
Budgeted Y/N:	No
Account No.:	246200

Discussion:

Attachments

LESO Agreement

State Plan of Operation (SPO) between:

The State of California
and the
(State/United States Territory)

Redlands Police Department

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a State/LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL"A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Greg Schumaker, 916-845-8710, greg.schumaker@caloes,ca,gov

State Point of Contact (SPOC): Janice Barnes, 916-845-8699, janice.barnes@caloes.ca.gov

State Point of Contact (SPOC): Jenny Beutler, 916-845-8708, jenny.beutler@caloes.ca.gov

State Point of Contact (SPOC): Jacqlynn Fields, 916-845-8668, jacqlynn.fields@caloes.ca.gov

State Point of Contact (SPOC): Katie Massaglia, 916-845-8732, katie.massaglia@caloes.ca.gov

ii) SC/SPOC Facility Information:

Physical Mailing Address: 3650 Schriever Avenue, Mather, CA 95655

Hours of Operation: 0700-1600

iii) Funding to administer the LESO Program at the State-level is provided via: State of California

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

Small Arms Acceptable Over-Allocations	
# of Officers	**# by type**
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:
(b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) <u>The State shall:</u>

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period. In the State of California, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by September 30th each year. Each LEA shall complete their Annual Physical Inventory no later than August 31st each year. Our office will then complete the LESO Federal requirement by certifying the State No later than September 30th.

The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. *Restricted Status*-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) <u>The State shall:</u>

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2)On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Chief Law Enforcement Official (CLEO) (or designee):
Christopher Catren

Title (Print): Chief of Police

Full Name (Print):
Christopher Catren

Signature (Sign): _____

Date (MM/DD/YYYY): _____

----------For State Point of Contact----------

State Coordinator (SC) or State Point of Contact (SPOC), State of California

Full Name (Print):
_____

Signature (Sign): _____

Date (MM/DD/YYYY): _____

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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the sole source procurement of two (2) traffic signal component cabinets from Swarco for $61,037.03 (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 sole source procurement of two (2) traffic signal component cabinets from Swarco for $61,037.03

RECOMMENDATION:

Staff recommends City Council approve the sole source procurement of two (2) traffic signal component cabinets from Swarco for $61,037.03.

DISCUSSION:

The City of Redlands maintains approximately eighty-four (84) public street intersections that are controlled by traffic signals. Recent construction of the Redlands Passenger Rail Project (RPRP) upgraded various traffic signal control components at eight (8) signalized City street intersections. This required replacement of the existing traffic signal component cabinets at each location with cabinets that are compatible with street and railroad traffic signal interconnect equipment. These cabinets are not used elsewhere within the City, and it is necessary to maintain a stock of spare cabinets to replace damaged cabinets in the future.

The RPRP specified and installed McCain 350i ATC cabinets, which are only available for direct purchase through Swarco, the regional distributor of McCain cabinets. Staff recommends City Council approval of a sole sole procurement of

two (2) McCain 350i ATC cabinets from Swarco for use as replacement cabinets in the future.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so would prevent the timely replacement of damaged traffic signal component cabinets in the future.

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
Dana Abramovitz-Daniel, Procurement Manager

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

Fiscal Impact

Fiscal Year:	FY 22/24
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	101401-7208

Discussion:

There is no fiscal impact associated with this purchase. This purchase is included in the MUED Street Maintenance Division Budget.

Attachments

Price Quote
Swarco Sole Source
McCain Distributors

QUOTATION

Estimator: Melissa Lanini
(760)734-5051
melissa.lanini@swarco.com

Quote #: MRL100322B
Agency: Redlands City of
Job Name: 350i ATC cabinets
Bid Date: 10/3/22

Bid Item	Qnty	Description	Price	Extension
	2	350i ATCC-HV,(2)IA-24CH,FITA-48CH,OA-16CH,FOTA-16CH,SA,NATURAL.	$28,063.00	$56,126.00
	8	LS,2202-HV-MC, HDSP/FLASHER UNIT, ATC		
	3	SIU,2218-MC SERIAL INTERFACE UNIT, ATC		
	1	CMU,2212-HV-MC (ip), 32 CH W/ ETHERNET PORT, ATC		
	1	CMU DATAKEY PROGRAMMER, EDI MONITORKEY-USB		
	2	SHELF,SUPPORT,170/2070,332/334		
	1	KIT, RAILROAD 3 SDLC INTERFACE MODULE		
	4	DET,C1100SS LCD RENO FOR 170		
	1	INDUCTIVE LOOP PROCESSOR, RENO A&E, MODEL U-1400		
	1	HARNESS, 8', FOR INDUCTIVE LOOP PROCESSOR U-1400, RENO A&E, MODEL 805-8-S		
	1	FLEX RACK MOUNT CONTROLLER, WIFI, CALTRANS		
	1	OMNI INTERSECTION CONTROL SOFTWARE		
	2	ISO, DC, 242L, EDI ISOLATOR		
	1	CERTIFICATION OF COMPLIANCE		
	1	ISO, AC, 255RR, PDC ACI-88-255RR		
		Turn on support not included		
		Tax 8.75% *subject to change		$4,911.03
		Reference Total		**$61,037.03**

Prices firm for 30 days. Freight included. Add sales tax.
Sale is subject to McCain's standard terms and conditions.
The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.
If you received this in error, please contact the sender and delete the material from any computer.

Sole Source/ Single Source/ Standardization Form

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

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

Date: 11/1/22

TO: Purchasing Division

FROM: Mike Foster/ MUED

Purchase Requisition # _____

Estimated Total Cost: $ 61,037.03

Proposed Vendor: Swarco

Request Term: One Time

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

■ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

The Redlands Passenger Rail Project specified and installed McCain 350i ATC traffic signal component cabinets to replace existing cabinets at eight (8) signalized intersections. MUED must maintain a supply of these cabinets to replace damaged cabinets in the future. Swarco is the sole McCain vendor in California.

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**
   No traffic signal cabinets would be available to replace damaged cabinets in the future.

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

Mike Foster Digitally signed by Mike Foster Date: 2022.10.03 09:58:46 -07'00'

Prepared by Date

Department Director 10/4/22

Date

Purchasing Approvals

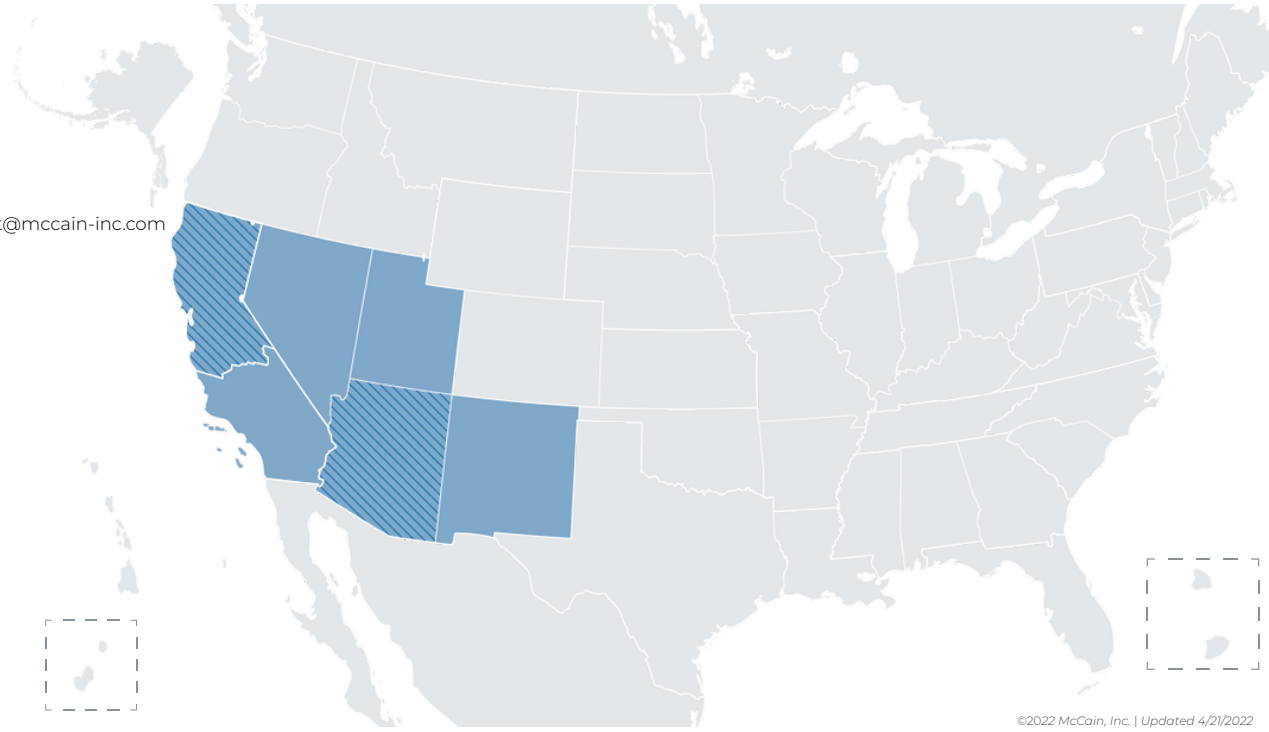
Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

DISTRIBUTION MAP

CA, AZ, NV, UT, NM



Direct Sales
Southwest

mccain-sales-southwest@mccain-inc.com

(760) 727-8100

2365 Oak Ridge Way
Vista, CA 92081

NorCal Contractor Sales

AZ Distributor Sales

Back to Navigation

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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (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 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.

RECOMMENDATION:

Staff recommends City Council approval of a 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.

DISCUSSION:

On May 17, 2022, City Council approved a Public Works Contract with Elecnor Belco Electric, Inc. (Elecnor) to construct the University Street and Brockton Avenue Traffic Signal Improvement Project (Project) for an amount not-to-exceed $507,745.00. The Project will improve traffic flow through this heavily congested intersection adjacent to the University of Redlands campus. This intersection is currently stop-sign controlled and will be replaced with (4) new mast arm traffic signal poles.

Recently, Elecnor notified staff that the lead time for project materials is lengthy and exceeds the Contract completion deadline. Therefore, staff recommends a Contract Amendment to increase the Contract time for completion by one hundred eighty (180) calendar days, resulting in a revised Contract time for completion of three hundred sixty (360) calendar days. This is the only Contract revision proposed.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so would prevent completion of the project.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineer 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:
Elva Arellanes, Associate Engineer

Fiscal Impact

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

Attachments

First Amendment to Belco Elecnor Contract
Elecnor Belco Executed Contract (Reference Only)

FIRST AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract for the University Street and Brockton Avenue Traffic Signal Improvements Project dated May 17, 2022 (the "Contract"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Elecnor Belco Electric, Inc., a California corporation ("Contractor"), is made and entered into this 1st day of November 2022.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the Time for Completion of the Contract; and

WHEREAS, the City Council approved the contract with contractor for work in accordance with the Contract Documents for City's University Street and Brockton Avenue Traffic Signal Improvements Project, Project No. 253007;

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

AGREEMENT

Section 1. The time for completion, as set forth in Section 3 of the Contract, is hereby amended to increase Contractor's time for completion and shall read as follows:

> "TIME FOR COMPLETION: the Work shall be completed within Three Hundred Sixty (360) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

Section 2. All other provisions of the Contract 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 the 1st day of November 2022.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

ELECNOR BELCO ELECTRIC, INC.

By: _____
John Wong, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 17th day of May, 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 Elecnor Belco Electric, 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: University Street and Brockton Avenue Traffic Signal Improvements Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's University Street and Brockton Avenue Traffic Signal Improvements, Project No. 253007 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Five Hundred Seven Thousand Seven Hundred Forty Five dollars ($507,745.00) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within One Hundred Eighty (180) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of Five Hundred Dollars ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that Five Hundred Dollars ($500) per day is the estimated damage to City caused by the failure of the Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the

documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Elecnor Belco Electric, Inc.
Name of Contractor

By: _____
Signature of Authorized Agent

Jeroni Gervilla, CFO
Title

_____
Signature of Authorized Agent (if necessary)

Roger DeVito, Sr. Vice President
Title

738518
Contractor's License No.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Bernardino }

On 5/10/22 before me, Rebecca Wilks, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)

REBECCA WILKS
Notary Public - California
San Bernardino County
Commission # 2300424
My Comm. Expires Aug 5, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Redlands contract
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☑ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

www.NotaryClasses.com 800-873-9865

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
UNIVERSITY STREET AND BROCKTON AVENUE
TRAFFIC SIGNAL IMPROVEMENTS
PROJECT NO. 253007

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

Dated this __5__ day of __May____, 2022.

Elecnor Belco Electric, Inc.
(Contractor)

(Signature)
Roger DeVito, Sr. Vice President
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

Bond No. 9403567
Premium: $1,780.00

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Elecnor Belco Electric, Inc. (hereinafter designated as "Principal") have entered into an agreement dated May 17, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as University Street and Brockton Avenue Traffic Signal Improvements, Project No. 253007 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, Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the City in the penal sum of Five Hundred Seven Thousand Seven Hundred Forty Five Dollars ($507,745.00) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on May 5th, 2022.

(SEAL)

Elecnor Belco Electric, Inc.

(Contractor)

(Signature)

Jeroni Gervitta, CFO

(Seal and Notarial Acknowledgment of Surety)

Fidelity and Deposit Company of Maryland

(Surety)

BY:

Donna M. Planeta (Signature) Attorney in Fact

Address:

1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056

Telephone (847) 605-6000

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Bernardino }

On 5/10/22 before me, Rebecca Wilks, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Rebecca Wilks
Notary Public Signature

(Notary Public Seal)

REBECCA WILKS
Notary Public - California
San Bernardino County
Commission # 2300424
My Comm. Expires Aug 5, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Redlands Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

www.NotaryClasses.com 800.873.9865

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 5th day of May, 2022, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Fidelity and Deposit Company of Maryland, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: February 28, 2027
Robyn L. Salley
Printed Name of Notary

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jacqueline R. SUSCO, Kathryn PRYOR, Nicholas TURECAMO, Gentry STEWART, Amanda P. D ANGELO, Donna M. PLANETA, Bethany STEVENSON, Joshua SANFORD, Aimee R. PERONDINE, Jennifer G. GODERE, Alexis R. APOSTOLIDIS, Michelle Anne MCMAHON, Rebecca M. JOSEPHSON, Brendan W. FLETCHER, Cassandra BAEZ, of Hartford, Connecticut, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 26th day of August, A.D. 2021.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 26th day of August, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of May, 2022.

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Elecnor Belco Electric, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated May 17, 2022, and identified as University Street and Brockton Avenue Traffic Signal Improvements, Project No. 253007 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 Five Hundred Seven Thousand Seven Hundred Forty Five Dollars ($507,745.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on May 5th, 2022.

(SEAL)

Elecnor Belco Electric, Inc.

(Contractor)

(Signature)

Jesoni Gervilla CFO

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

Fidelity and Deposit Company of Maryland

(Surety)

BY:

Donna M. Planeta (Signature) Attorney in Fact

Address:

1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056

Telephone: (847) 605-6000

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Bernardino }

On 5/10/22 before me, Rebecca Wilks, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

REBECCA WILKS
Notary Public - California
San Bernardino County
Commission # 2300424
My Comm. Expires Aug 5, 2023

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Redlands Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

www.NotaryClasses.com 800-873-9865

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 5th day of May, 2022, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Fidelity and Deposit Company of Maryland, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: February 28, 2027
Robyn L. Salley
Printed Name of Notary

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jacqueline R. SUSCO, Kathryn PRYOR, Nicholas TURECAMO, Gentry STEWART, Amanda P. D ANGELO, Donna M. PLANETA, Bethany STEVENSON, Joshua SANFORD, Aimee R. PERONDINE, Jennifer G. GODERE, Alexis R. APOSTOLIDIS, Michelle Anne MCMAHON, Rebecca M. JOSEPHSON, Brendan W. FLETCHER, Cassandra BAEZ, of Hartford, Connecticut, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 26th day of August, A.D. 2021.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

Dawn E Brown

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 26th day of August, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of May, 2022.



By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Disclosure Statement

ZURICH

NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

http://www.zurichnaproducercompensation.com

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the professional services agreement with CASC Engineering and Consulting, Inc. to provide engineering services for the California Street and Redlands Boulevard Intersection Widening Project for an amount not-to-exceed $231,930, and determination that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of a 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

2. I move that City Council approve 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.

RECOMMENDATION:

Staff recommends that City Council determine approval of the Professional Services Agreement with CASC Engineering and Consulting, Inc. to provide engineering services for the California Street and Redlands Boulevard Widening Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act. Staff further recommends that City Council approve the Professional Services

Agreement with CASC Engineering and Consulting, Inc. for an amount not-to-exceed $231,930.

DISCUSSION:

California Street and Redlands Boulevard are major corridors within the City's transportation network and their intersection serves as a western gateway into the City. The California Street and Redlands Boulevard Project (Project) will construct a dedicated right turn lane on the northwest corner of the intersection for southbound California Street vehicles turning west onto Redlands Boulevard, widen the west side of California Street from the intersection to a point approximately 770 feet north, and install a reinforced concrete box culvert over a portion of the Mission Channel. The remainder of the intersection was fully improved with a multi-jurisdictional project executed by the Cities of Redlands and Loma Linda.

On July 18, 2022, Municipal Utilities and Engineering Department staff issued a Request for Proposals (RFP) to provide engineering services for the Project. On August 18, 2022, staff received proposals from the following firms:

1. CASC Engineering and Consulting, Inc., Colton, CA
2. KOA Corporation, Ontario, CA

In accordance with Chapter 2.16.180 of the City's Municipal Code, an evaluation committee reviewed and rated the proposals based on each firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. CASC Engineering and Consulting, Inc. (CASC) was identified as the consultant most qualified to perform the tasks listed in the RFP. City staff negotiated a reasonable consultant fee and recommends City Council approve a Professional Services Agreement with CASC for an amount not-to-exceed $231,930.

Approval of the Professional Services Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s Guidelines implementing the California Environmental Quality Act as there is no possibility that this action will result in an impact on the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

Strategic Priority D, Strategic Objective 3 - Infrastructure. Engineer and construct transportation facilities to accommodate all potential users – motorists, cyclists and pedestrians.

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

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

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

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year:	FY 22/23
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	252400

Discussion:

There is no fiscal impact associated with this action. Funding for this project is included in the FY 22/23 MUED Arterial Street Construction Budget (252400).

Attachments

CASC Professional Service Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of engineering services("Agreement") is made and entered in this 1st day of November, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and CASC Engineering and Consulting, Inc. a California consultant ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide 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 this reference.

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by December 31, 2023, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall be in the amount of two hundred thirty-one thousand nine hundred thirty dollars ($231,930). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule" which is attached hereto and incorporated herein by this reference.

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

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

CITY:

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

CONSULTANT:

Patrick Flanagan, Licensed Project Manager
CASC Engineering and Consulting, Inc.
1470 E. Cooley Drive
Colton, CA 92324
pflanagan@cascinc.com
Phone: (909) 783-0101

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of

income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or

sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS	CASC Engineering and Consulting, Inc.
By: _____	By: _____
Paul T. Barich, Mayor	Richard J. Sidor, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The consultant will develop plans, specifications, and estimates (PS&E) adhering to the requirements of the City of Redlands, the General Plan, the current Standard Specifications for Public Works Construction (Greenbook), Caltrans Standard Specifications, and San Bernardino County Flood Control District (SBCFCD) Standard Specifications. Please review the project carefully and submit your proposal in accordance with the instructions provided in the Request for Proposals (RFP). The as-built plans for the 2017 previously completed "California Street/Redlands Intersection Improvement Project" has been attached to be used as an example only.

The scope of work that follows is intended as a guide only. The proposer is advised to add any critical tasks or elements which may have been overlooked, or delete any extraneous tasks deemed not necessary to the success of the project:

A. Project Coordination:

Consultant shall include Project Management as one of the work tasks. The Consultant shall act as a manager of the Consultant's team, including any Subconsultants. The Consultant shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and on budget and ensure timely completion of the project. 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.

a. Hold a design kick-off meeting with City representatives to review the project in detail, design requirements, schedule, potential concerns and cost limitations.

b. Maintain continuous communication with the City, including meetings to review the preliminary plan and project status at 60%, and 90% completion.

c. Provide agendas for each project status meeting including items for discussion and meeting minutes listing action items.

d. Provide an updated project schedule at each progress meeting.

e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties within the critical path.

f. Provide a presentation to City Council and additional committees as requested by City staff.

B. Agency and Utility Coordination:

a. Coordinate with utility companies within the project limits as necessary.
b. Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans, and notify of the need to install planned facilities around the project.

c. Coordinate with utility companies to upgrade facilities, as needed.

d. Review utility information to determine the impact of the project on the various utilities, including contacting each affected utility company to determine facilities that may interfere with proposed construction.

e. Maintain a utility matrix documenting contacts, issues, etc. with utility companies.

f. Deliverables:
   - Digital submission of utility matrix.

C. Preliminary Engineering:

a. Design Survey
   i. Perform research for survey information.
   ii. Perform survey and conduct data collection.
   iii. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the public right-of-way.
   iv. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all sidewalks and driveways, location of all trees and landscaping which may be affected by the improvements; and
   v. The survey and datum will be tied into the state plane coordinate system and City benchmark.
   vi. Review and analyze existing conditions.

b. Field Review
   i. Research and review base data documents including as-built improvement plans, utility information and other available record data; and
   ii. Conduct a design review field meeting with City staff at 60% design completion to evaluate design recommendations against existing conditions.
   iii. Field Review Deliverables:
      - Minutes of design review field meeting.

D. Environmental Technical Studies:

The Consultant shall take the leadership role in all steps required for the approval of the Environmental Documents, include spearheading timely approvals from Army Corps of Engineers, California Department of Fish and Wildlife, SBCFCD, California State Water Resources Control Board, etc. Consultant will be the sole entity to perform research, surveys, studies, graphics, and coordination with the appropriate entitles and agencies, and shall not expect or rely on City staff to perform this work or to supplement the Consultant's work.

a. The consultant shall determine whether environmental work anticipated with this project is required or whether CEQA Categorical Exemption Section 15301 (c) applies to this project.

b. Environmental surveys, technical studies, public meetings. Consultant to prepare considering the Project needs.

c. Environmental Documents: Prepare and process the appropriate environmental documents for approval by the City and appropriate entities respectively. Environmental mitigation. plans and agreements.

d. Consultant prepares with applicable resource agencies and process approvals of the plans through regulatory agencies.

E. Final Engineering:

Plans, specifications, and estimates shall be provided at levels of completion of approximately 60%, 90%, and 100% (Mylar). The City will provide review comments at the concept, 60% and 90% design stage. It is expected that 100% plans will be complete.

Plans shall conform to the requirements of the City of Redlands, the General Plan, the current Standard Specifications for Public Works Construction (Greenbook), Caltrans Standard Specifications, and County of San Bernardino Flood Control District (SBCFCD) Standard Specifications. and shall be prepared utilizing AutoCAD software. All work identified herein shall be approved by a Professional Engineer registered within the State of California.

Project plans shall include, but are not limited, to the following:

i. Title and construction detail sheets;

ii. Civil design plans. Plans shall include removals, existing and proposed improvements, utility base mapping, etc. Where necessary, the plans shall define limits of repairs to pavement, curb, gutter, sidewalk, ADA upgrades, etc. The plans shall be at a horizontal scale of 1"=20' or 1"=40' where appropriate;

iii. Signing and striping plans at a horizontal scale of 1"=40'. Signing and striping plans shall be prepared and meet criteria established in the MUTCD, latest edition;

iv. Submit 60% and 90% completion plans for City's review and comments. Revise plans based on City comments; and

v. Submit 100% plans (mylars) and project specifications.

In performing said service, the consultant shall use, whenever possible, the boilerplate specifications prepared and approved by the City. All drawings and specifications shall be adequate and sufficient for the City to solicit bids for the award of the construction contract for said work.

i. Deliverables:

- Two sets of full size plan submittals at 60% and 90% completion milestones;
- One full size Mylar set of 100% drawings; and
- DVD containing bid package in PDF, AutoCAD and Microsoft Word.

F. Cost Estimates:

Prepare quantity calculations and final construction cost estimates in accordance with City requirements to meet established project budget.

i. Deliverables:

- Cost estimate at Concept, 60%, 90% and 100% design; and
- Electronic files of 100% cost estimates.

G. Specifications:

Prepare Technical Specifications to be used in conjunction with the City boilerplate specifications. Preparation of all required Federal/State documents to be included in the specifications.

i. Deliverables:

- Specifications at the 60%, 90% and 100% completion milestones; and
- Electronic files of 100% specifications.

H. Project Advertisement Services:

Consultant shall provide support during bidding. Work includes, but is not limited to, the following:

i. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses. All communication shall be directed to the City for issuance to the bidders, at no time shall the consultant respond directly to bidders; and

ii. Prepare addenda as necessary with coordination and issuance by the City.

iii. Deliverables:

- Tabulated Response to RFIs & Addendums, as necessary.

I. Construction Support Services:

Consultant shall provide support during construction. Work includes, but is not limited to, the following:

i. Provide response to contractor's requests for information (RFI) regarding the project forwarded to the consultant by the City. This task includes conferring with the City's Construction Manager regarding the RFI, as appropriate. All communication shall be directed to the City for issuance to the Contractor, at no time shall the Consultant respond directly to Contractor;

ii. Review and approve shop drawings; and

iii. Regularly scheduled construction observation is specifically excluded from this scope of work.

J. Prepare Record Drawings (As-built):

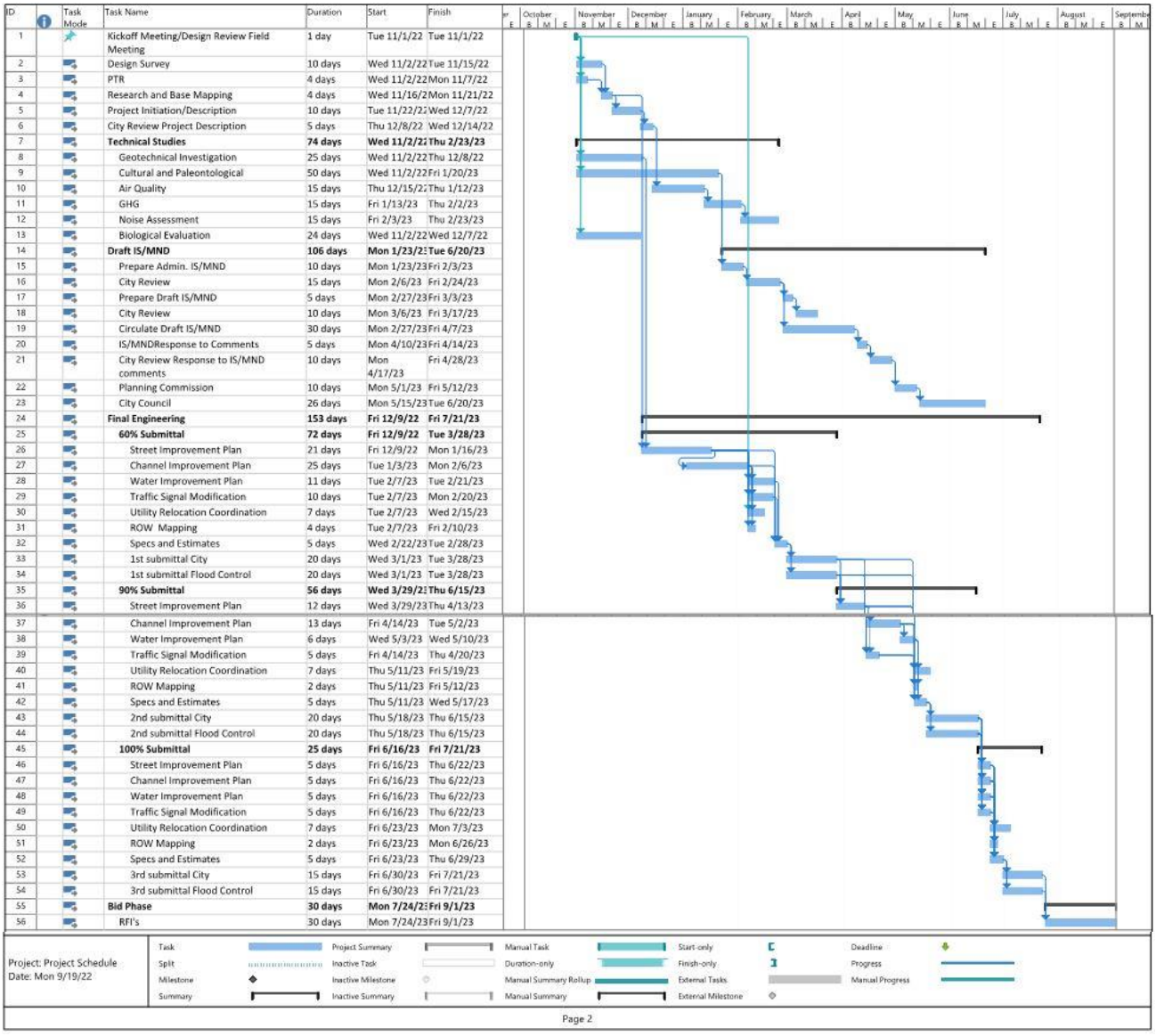
Within sixty days following the completion and acceptance of the project, furnish City with a complete set of revised original tracings showing as-built conditions. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor. Consultant assumes no responsibility for the accuracy of the information provided by the City's Construction Manager and the Contractor.

i. Deliverables:

- Furnish a complete set of revised original record drawings

EXHIBIT "B"

PROJECT SCHEDULE



ID	Task Mode	Task Name	Duration	Start	Finish
1		Kickoff Meeting/Design Review Field Meeting	1 day	Tue 11/1/22	Tue 11/1/22
2		Design Survey	10 days	Wed 11/2/22	Tue 11/15/22
3		PTR	4 days	Wed 11/2/22	Mon 11/7/22
4		Research and Base Mapping	4 days	Wed 11/16/2	Mon 11/21/22
5		Project Initiation/Description	10 days	Tue 11/22/2	Wed 12/7/22
6		City Review Project Description	5 days	Thu 12/8/22	Wed 12/14/22
7		**Technical Studies**	**74 days**	**Wed 11/2/2**	**Thu 2/23/23**
8		Geotechnical Investigation	25 days	Wed 11/2/22	Thu 12/8/22
9		Cultural and Paleontological	50 days	Wed 11/2/22	Fri 1/20/23
10		Air Quality	15 days	Thu 12/15/2	Thu 1/12/23
11		GHG	15 days	Fri 1/13/23	Thu 2/2/23
12		Noise Assessment	15 days	Fri 2/3/23	Thu 2/23/23
13		Biological Evaluation	24 days	Wed 11/2/22	Wed 12/7/22
14		**Draft IS/MND**	**106 days**	**Mon 1/23/2**	**Tue 6/20/23**
15		Prepare Admin. IS/MND	10 days	Mon 1/23/23	Fri 2/3/23
16		City Review	15 days	Mon 2/6/23	Fri 2/24/23
17		Prepare Draft IS/MND	5 days	Mon 2/27/23	Fri 3/3/23
18		City Review	10 days	Mon 3/6/23	Fri 3/17/23
19		Circulate Draft IS/MND	30 days	Mon 2/27/23	Fri 4/7/23
20		IS/MNDResponse to Comments	5 days	Mon 4/10/23	Fri 4/14/23
21		City Review Response to IS/MND comments	10 days	Mon 4/17/23	Fri 4/28/23
22		Planning Commission	10 days	Mon 5/1/23	Fri 5/12/23
23		City Council	26 days	Mon 5/15/23	Tue 6/20/23
24		**Final Engineering**	**153 days**	**Fri 12/9/22**	**Fri 7/21/23**
25		**60% Submittal**	**72 days**	**Fri 12/9/22**	**Tue 3/28/23**
26		Street Improvement Plan	21 days	Fri 12/9/22	Mon 1/16/23
27		Channel Improvement Plan	25 days	Tue 1/3/23	Mon 2/6/23
28		Water Improvement Plan	11 days	Tue 2/7/23	Tue 2/21/23
29		Traffic Signal Modification	10 days	Tue 2/7/23	Mon 2/20/23
30		Utility Relocation Coordination	7 days	Tue 2/7/23	Wed 2/15/23
31		ROW Mapping	4 days	Tue 2/7/23	Fri 2/10/23
32		Specs and Estimates	5 days	Wed 2/22/23	Tue 2/28/23
33		1st submittal City	20 days	Wed 3/1/23	Tue 3/28/23
34		1st submittal Flood Control	20 days	Wed 3/1/23	Tue 3/28/23
35		**90% Submittal**	**56 days**	**Wed 3/29/2**	**Thu 6/15/23**
36		Street Improvement Plan	12 days	Wed 3/29/23	Thu 4/13/23
37		Channel Improvement Plan	13 days	Fri 4/14/23	Tue 5/2/23
38		Water Improvement Plan	6 days	Wed 5/3/23	Wed 5/10/23
39		Traffic Signal Modification	5 days	Fri 4/14/23	Thu 4/20/23
40		Utility Relocation Coordination	7 days	Thu 5/11/23	Fri 5/19/23
41		ROW Mapping	2 days	Thu 5/11/23	Fri 5/12/23
42		Specs and Estimates	5 days	Thu 5/11/23	Wed 5/17/23
43		2nd submittal City	20 days	Thu 5/18/23	Thu 6/15/23
44		2nd submittal Flood Control	20 days	Thu 5/18/23	Thu 6/15/23
45		**100% Submittal**	**25 days**	**Fri 6/16/23**	**Fri 7/21/23**
46		Street Improvement Plan	5 days	Fri 6/16/23	Thu 6/22/23
47		Channel Improvement Plan	5 days	Fri 6/16/23	Thu 6/22/23
48		Water Improvement Plan	5 days	Fri 6/16/23	Thu 6/22/23
49		Traffic Signal Modification	5 days	Fri 6/16/23	Thu 6/22/23
50		Utility Relocation Coordination	7 days	Fri 6/23/23	Mon 7/3/23
51		ROW Mapping	2 days	Fri 6/23/23	Mon 6/26/23
52		Specs and Estimates	5 days	Fri 6/23/23	Thu 6/29/23
53		3rd submittal City	15 days	Fri 6/30/23	Fri 7/21/23
54		3rd submittal Flood Control	15 days	Fri 6/30/23	Fri 7/21/23
55		**Bid Phase**	**30 days**	**Mon 7/24/2**	**Fri 9/1/23**
56		RFI's	30 days	Mon 7/24/23	Fri 9/1/23

EXHIBIT "C"

Fee Schedule

TASK DESCRIPTION	Technical Support	Project Manager	Project Engineer	Design Engineer	Designer	Survey Manager	Mapping Manager	2-Man Survey Crew	Planning Director	Senior Planner	Associate Planner	Gis Specialist	Sr. Biologist	Project Analyst	TOTAL Hours	Flat Fee	TOTAL
	$210.00	$165.00	$155.00	$125.00	$120.00	$210.00	$165.00	$226.00	$210.00	$165.00	$116.00	$116.00	$140.00	$102.00			
A. Project Management																	
Kickoff Meeting	1	2	1						1						5		905.00
Kickoff Meeting TES															0	530.00	530.00
Project Administration		6	6											10	22		2,940.00
Project Meetings		3	3												6	850.00	1,810.00
Agency Coordination		5	5											6	16		2,212.00
Subtotal	**1**	**16**	**15**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**16**	**49**	**1,380.00**	**8,397.00**
B. AGENCY AND UTILITY COORDINATION																	
Utility and As-built Research, Mapping and Coordination	6	12	24		24		18								84	105.00	12,915.00
Subtotal	**6**	**12**	**24**		**24**		**18**								**84**	**105.00**	**12,915.00**
C. PRELIMINARY ENGINEERING																	
Design Survey						12		24							36		7,944.00
Preliminary Title Report Review							14								14		2,310.00
Research and Base Mapping							16								16		2,640.00
Legal Description and Plat for ROW							23								23		3,795.00
Design Review Field Meeting	2	4	2											2	10	1,480.00	3,074.00
Subtotal	**2**	**4**	**2**			**12**	**53**	**24**						**2**	**99**	**1,480.00**	**19,763.00**
D. ENVIRONMENTAL TECHNICAL STUDIES																	
Task 1. Project Initiation/Description									1	5					6		1,035.00
Task 2. Applicant Prepared Technical															0		-
Geotechnical Investigation (LOR)		3													3	27,186.50	27,681.50
Cultural and Paleontological															0	12,567.50	12,567.50
Air Quality /GHG Impact Analysis(Urban)															0	8,470.00	8,470.00
Construction Noise Assessment(Urban)															0	5,940.00	5,940.00
Biological Resources Evaluation													56		56		7,840.00
Task 3. Prepare Draft IS/MND, or									10	36		8			54		8,968.00
Prepare Draft IS/MND, or MND,MMRP									2	12	32				46		6,112.00
Prepare Public Draft IS/MND, or									2	10	14				26		3,694.00
Task 4. Prepare Responses to Comments									1	2					3		540.00
Task 5. Meeting and Coordination									8		12				20		3,072.00
Subtotal		**3**							**24**	**65**	**58**	**8**	**56**		**214**	**54,164.00**	**85,920.00**
E. FINAL ENGINEERING																	
PS&E																	
60% Submittal Documents																	
Street Improvement Plan	2	10	38	18	18										86		12,370.00
Channel Improvement Plan	2	8	48	22	22										102	14,100.00	28,670.00
Water Improvement Plan		4	18	12	12										46		6,390.00
Traffic Signal Modification Plan(TES)															0	920.00	920.00
Cost Estimate		2	2	4											8	265.00	1,405.00
Specifications		4	8												12	425.00	2,325.00
90% Submittal Documents																	
Street Improvement Plan	1	4	26	8	8										47		6,860.00
Channel Improvement Plan	1	5	20	12	12										50	7,050.00	14,125.00
Water Improvement Plan		2	9	6	6										23		3,195.00
Traffic Signal Modification Plan															0	550.00	550.00
Cost Estimate		1		4											5	265.00	930.00
Specifications		4	8												12	370.00	2,270.00
100% Submittal Documents																	
Street Improvement Plan		2	8	6											16		2,320.00
Channel Improvement Plan		2	7	4	4										17	2,350.00	4,745.00
Water Improvement Plan		1	4	4											9		1,285.00
Traffic Signal Modification Plan															0	370.00	370.00
Cost Estimate		2		4											6	132.50	962.50
Specifications		4	8												12	132.50	2,032.50
Subtotal	**6**	**55**	**204**	**104**	**82**										**451**	**26,930.00**	**91,725.00**
I. Bid Phase Support(CASC andTES)																	
RFI's-CASC		2	6												8		1,260.00
RFI's-TES															0	690.00	690.00
RFI-Rich Herman Structural															0	850.00	850.00
Subtotal		**2**	**6**												**8**	**1,540.00**	**2,800.00**
J. Construction Phase Support(CASC and TES)																	
RFI's-CASC		5	10												15		2,375.00
Submittals CASC		5	10												15		2,375.00
RFI's-TES															0	370.00	370.00
RFI's-Submittals Herman Structural															0	850.00	850.00
Subtotal		**10**	**20**												**30**	**1,220.00**	**5,970.00**
Record Drawings																	
CASC		1			8										9		1,125.00
TES															0	475.00	475.00
Rich Herman Structural															0	840.00	840.00
Subtotal		**1**			**8**										**9**	**1,315.00**	**2,440.00**
K. Expenses																	
Expenses															0	2,000.00	2,000.00
Subtotal																**2,000.00**	**2,000.00**
TOTAL	***15***	***103***	***271***	***104***	***114***	***12***	***71***	***24***	***25***	***65***	***58***	***8***	***56***	***18***	***944***	***90,134***	***$231,930.00***

EXHIBIT "D"
LOCATION MAP



EXHIBIT "E"
WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

CASC Engineering and Consulting, Inc.

By:_____ Date:_____
Richard J. Sidor, President

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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the lease agreement with Cathy A. Macknet, Kenneth D. Macknet, and Mark R. Macknet for an undeveloped parcel (APN 03004-5113-0000) in the amount not-to-exceed $36,000, to construct a temporary reservoir to replace Sunset Reservoir, and determine that the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of the 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

2. I move that City Council approve the lease agreement with Cathy A. Macknet, Kenneth D. Macknet, and Mark R. Macknet for property with Assessor's Parcel No. 03004-5113-0000 for an amount not-to-exceed $36,000 to construct a temporary reservoir to replace Sunset Reservoir.

RECOMMENDATION:

Staff recommends City Council determine 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. Staff further recommends City Council approve the lease agreement with Cathy A. Macknet, Kenneth D. Macknet, and Mark R. Macknet for property with Assessor's Parcel No. 03004-5113-0000 for an amount not-to-exceed $36,000 to construct a

temporary reservoir to replace Sunset Reservoir.

DISCUSSION:

In June 2022, Richard Brady & Associates completed a Condition, Seismic, and Structural Assessment (Assessment) for water facilities located throughout the city. The assessment revealed that the Sunset Reservoir is in poor condition and recommended replacement. A temporary reservoir will need to be constructed prior to demolishing and reconstructing the Sunset Reservoir in order to provide uninterrupted water service throughout the project. Staff proposes to lease an undeveloped land parcel adjacent to the existing Sunset Reservoir site for this purpose. Assessor's Parcel No. 0300451130000 is jointly owned by siblings Cathy A. Macknet, Kenneth D. Macknet, and Mark R. Macknet. Staff negotiated a reasonable monthly fee of $1,500 for use of this parcel. The initial term of the Agreement is twenty-four (24) months and may be extended with prior approval of all parties.

Approval of this lease agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act as there is no possibility this action will result in a significant 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
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, Engineering Manager

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Fiscal Year: FY 22/23
Appropriation Required Y/N: N
Budgeted Y/N: Y
Account No.: 501910
Discussion:

There is no fiscal impact associated with this action. The cost for the Lease Agreement is included in the FY 22/23 Water Projects Fund.

Attachments

A. Land Lease Agreement
B. Exhibit "A"
C. Exhibit "B"

SUNSET TEMPORARY TANK REPLACEMENT

LAND LEASE AGREEMENT

This Temporary Tank Land Lease Agreement (this "Lease") is made and entered into this 1st day of November, 2022 (the "Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("Tenant"), and Cathy A. Macknet, Kenneth D. Macknet, and Mark R. Macknet, individuals ("Landlord"). Landlord and Tenant are sometimes individually referred to herein as a "Party," and together, as the "Parties."

PREAMBLE

A. Landlord, for and in consideration of the rent to be paid by Tenant and for the covenants and provisions to be kept and performed by Tenant under this Lease, hereby leases to Tenant for Tenant's sole use, and Tenant agrees to lease from Landlord's real property (the "Property") Assessor's Parcel No. 0300451130000 ("Site") located in Redlands, California, 92373, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. A copy of the plan of development of the Site to be leased by Tenant pursuant to this Lease is attached hereto as Exhibit "B" and incorporated herein by this reference.

B. The Site is to be used for one temporary tank ("Tank") installed for the purpose of providing temporary water service to residents, while the Sunset Reservoir is demolished and reconstructed. Additional use of the Site includes an Environmental Assessment, and any other studies, surveys, and investigations needed for the Tank.

AGREEMENT

Section 1. Term. Tenant hereby agrees to lease the Site from Landlord for the rent of One Thousand Five Hundred Dollars ($1,500) per month payable within forty-five (45) days of the Effective Date of this Lease (thereafter payable monthly on the anniversary of this Lease) for an initial term of a minimum of twenty-four (24) months. The Tenant shall have the option to extend the initial term of this agreement as seen appropriate for the construction and use of the Tank, on the same terms and conditions, by providing written notice to Landlord at least thirty (30) days prior to the expiration of the initial term or any extended term.

Section 2. Use of Site. During the Term of this Lease, the Site shall be used by Tenant for the purpose of environmental assessments, studies, surveys, and investigations; and installing, maintaining, repairing, modifying, operating, and removing, at its sole expense, the Tank. Construction plans are included in Exhibit "B". Landlord hereby grants Tenant, its employees, and authorized agents a license for ingress and egress to and from the Property twenty-four (24) hours per day, seven (7) days a week without prior notice. included in Exhibit "B."

Section 3. As Is Condition. Except as otherwise expressly stated herein, Tenant is leasing the Site in "as is" condition and Landlord does not represent that the Site is suitable for Tenant's intended use. Tenant is responsible to undertake such due diligence as it deems necessary to determine the condition and suitability of the Site.

Section 4. Title and Quiet Possession. Landlord represents and agrees that: (a) it is the owner of the Property; (b) it has the right to enter into this Lease; (c) the person(s) signing this Lease has the authority to sign on behalf of Landlord; and (d) Tenant is entitled to access to and use of the Site as provided herein throughout the Term of this Lease, as may be extended. Notwithstanding the foregoing, in the event of any situation that poses an emergency (i.e., an immediate threat of substantial harm to persons and/or property) which requires entry onto the Site by Landlord, Landlord may enter the Site and take such actions as are required to protect individuals or personal property from such substantial harm or damage; provided, however, that promptly and no later than twenty-four (24) hours after Landlord's entry onto the Site, Landlord shall give Tenant telephonic and written notice of Landlord's entry onto the Site. In connection with Landlord's entry, Landlord will use reasonable efforts to minimize any disruption to Tenant's operations at the Property or use of the Site. Landlord covenants that, so long as Tenant timely pays the rent and performs its covenants under this Lease, Tenant shall have use of the Site for the purposes described herein.

Section 5. Assignment. Tenant shall not sell, assign or transfer this Lease or sublet all or any portion of the Site to any other party without the prior written consent of Landlord. In the event that Tenant attempts any assignment, transfer or subletting requiring Landlord's consent without Landlord's prior written consent, such action shall be null and void. No change of control of Tenant or transfer upon dissolution of Tenant shall constitute an assignment hereunder.

Section 6. Notices. Unless otherwise noted, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Tenant:
City of Redlands
c/o City Clerk
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531
Fax: (909) 798-7535

Landlord:
Cathy A. Macknet
Kenneth D. Macknet
Mark R. Macknet
25815 Barton Road, Suite 101
Loma Linda, CA 92354
cmacknet@hotmail.com
mmacknet@mac.com
dmacknet@gmail.com
909-214-7771 (Cathy)
909-363-6238 (Mark)

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Section 7. Improvements. Tenant may, at its sole expense, make any improvements on the Site. Tenant may make substitutions, replacements, upgrades and modifications to its Tank; provided, however, that such improvements remain within the physical parameters of the Site and do not violate the provisions of the Agreement.

Section 8. Compliance with Laws. Tenant shall comply with all applicable laws relating to Tenant's use of the Site. In addition, during the Term, Landlord shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws").

Section 9. Termination.

A. Either Party may terminate this Lease at any time upon thirty (30) days prior notice to the other Party.

B. Upon termination, all prepaid rent, as prorated by use, shall be returned to Tenant, up to a maximum of six (6) months of the then-current rent. Tenant shall be allowed to remove all of its personal property and return the Site to their pre-Lease condition.

C. Removal/Restoration. Tenant shall, within ninety (90) days of expiration, cancellation or termination of this Lease implement a mutually agreed upon method of abandoning the Site including restoring the Property to as close to its condition on the Effective Date of this Lease as is reasonably possible, unless otherwise noted in writing.

Section 10. Default.

A. If either Party is in default under this Lease for a period of: (a) fifteen (15) days following receipt of notice of default from the non-defaulting Party with respect to a default which may be cured solely by the payment of money; or (b) thirty (30) days following receipt of notice of default from the non-defaulting Party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting Party may pursue any remedies available to it against the defaulting Party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Lease may not be terminated if the defaulting Party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default, and cures no later than ninety (90) days from the notice of default.

B. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies and meeting the obligations established in Section 9 Paragraph "C." The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party

upon invoice therefore. In the event of a default by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Lease and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Site are located; provided, however, Landlord shall use reasonable efforts to mitigate its damages in connection with a default by Tenant. If Tenant so performs any of Landlord's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by Tenant shall immediately be owing by Landlord to Tenant, and Landlord shall pay to Tenant upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if Landlord does not pay Tenant the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from Landlord, Tenant may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to Landlord until the full undisputed amount, including all accrued interest, is fully reimbursed to Tenant.

Section 11. Indemnity. Each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Further, Tenant shall defend, indemnify and hold harmless Landlord against, all claims arising out of the drilling, installation, operation, use, maintenance, repair, removal or presence of Tenant's Tank. The obligations under this Section shall survive the expiration or termination of this Lease.

Section 12. Hazardous Substances. Landlord represents that no substance, chemical or waste (collectively, "Hazardous Substance") exists on or under the Property including the Site, that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any such Hazardous Substance on the Site in violation of any applicable Law. Landlord and Tenant shall each hold the other harmless and indemnify the other from, and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to the indemnifying Party's failure to comply with any environmental or industrial hygiene Law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, except to the extent such noncompliance is caused by the other Party. Landlord shall hold harmless, indemnify and defend Tenant for all claims or losses, including all costs and expenses, relating to any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused solely by Tenant, in which event Tenant shall hold harmless, indemnify and defend Landlord for all costs and expenses, including reasonable attorneys' fees for said sole negligence of Tenant. The obligations under this Section shall survive the expiration of termination of the Lease.

Section 13. Insurance.

A. (1) Tenant shall procure and maintain commercial general liability insurance, with limits of not less than One Million Dollars ($1,000,000) per occurrence Two Million Dollars ($2,000,000) aggregate for bodily injury and property damage liability, with a certificate of insurance to be furnished to Landlord prior to Tenant's occupancy of the Site. Such policy of insurance shall be additionally endorsed to cover work done within fifty (50) feet of a railroad. (2) Tenant shall also procure and maintain owned, non-owned and hired vehicles insurance with limits of not less than One Million Dollars ($1,000,000) combined single limit for bodily injury liability and property damage liability, with a certificate of insurance and endorsement to be furnished prior to Tenant's occupancy of the Site. (3) Tenant shall also procure and maintain commercial umbrella/excess liability insurance with limits of not less than Five Million Dollars ($5,000,000) combined single limit for bodily injury and property damage liability. (4)(i) Landlord shall be named as an additional insured under the insurance policies required of Tenant, (ii) and such insurance shall be primary with respect to Landlord and non-contributing to any insurance or self-insurance maintained by Landlord as with respect to any liability from Tenant's negligence or intentional misconduct. (iii) Such policy shall provide that cancellation will not occur without at least thirty (30) days prior written notice to Landlord. (5) Insurance requirements shall be reviewed by Landlord and adjusted by Landlord, on every one-year anniversary date of this Lease, to insure that the insurance maintained by Tenant is in amounts consistent with prudent practice for cities. Tenant shall provide any new certificates of insurance with new limits of liability coverage within thirty (30) days of notice by Landlord to Tenant. Notwithstanding anything to contrary, such limits may be satisfied by a combination of primary and umbrella policies. (6) Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

B. Workers' Compensation and Employer's Liability. Tenant shall procure and maintain Workers' Compensation and Employer's Liability insurance in accordance with statutory coverage limits throughout the Term of this Lease in accordance with the laws of the State of California, with an insurance carrier acceptable to Landlord.

Section 14. Maintenance. Tenant shall be responsible for repairing and maintaining the Tank and any other improvements installed by Tenant at the Site in a proper operating and safe condition; provided, however, if any such repair or maintenance is required due to acts of Landlord, its agents or employees, Landlord shall reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. Landlord will maintain and repair all other portions of the Property of which the Site are a part in a proper operating and reasonably safe condition and otherwise in compliance with applicable Law.

Section 15. Limitation of Liability. Except for indemnification pursuant to Section 13, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

Section 16. Miscellaneous.

A. This Lease applies to and binds the successors and assigns of the Parties to this Lease if, and only if, the Lease is transferred in accordance with the provisions of Section 5;

B. This Lease shall be governed by and construed in accordance with the laws of the State of California;

C. This Lease (including the Exhibits) constitutes the entire agreement of the Parties as to the subject matter hereof, and supersedes all prior written and verbal agreements, representations, promises and understandings between the Parties. Any amendments to this Lease shall be in writing and executed by the Parties;

D. If any provision of this Lease is determined by a court of competent jurisdiction invalid or unenforceable, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law unless such invalidity or unenforceability materially affects the purpose and reasons of the Parties for entering into this Lease; and

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

Section 17. Subordination and Non-Disturbance. At Landlord's option, this Lease shall be subordinate to any mortgage or other security interest given by Landlord which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Site as long as Tenant is not in default of this Agreement. Landlord and Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, Landlord will, immediately after this Lease is executed, obtain and furnish to Tenant, a non-disturbance agreement from for each such mortgage or other security interest in recordable form. In the event that Landlord defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Tenant, may, at its sole option and without obligation, cure or correct Landlord's default and upon doing so, Tenant shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and Tenant shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease the sums paid by Tenant to cure or correct such defaults.

Section 18. Destruction of Site. If the Site or Property are destroyed, or damaged so as to hinder Tenant's effective use of the Site, Tenant may elect to terminate this Lease as of the date

of the damage or destruction by so notifying Landlord no more than thirty (30) days following the date of damage or destruction.

Section 19. Condemnation. If a condemning authority takes all or a portion of the Property, which taking renders the Site unsuitable for Tenant's use, then Tenant may terminate this Lease as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each Party shall be entitled to make a claim against the condemning authority for just compensation. Sale of all or part of the Site to a purchaser with the power of eminent domain in the face of exercise of such power shall be treated as a taking by the condemning authority. In the event of such taking, Landlord shall promptly reimburse Tenant any Rent prepaid by Tenant. Furthermore, Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking, provided that no such award to Tenant shall reduce any award to Landlord.

Section 20. Pre-Construction Testing. Tenant shall have the right (but not the obligation) at any time following the full execution of this Lease, to enter the Site for the purposes of making necessary studies, inspections, and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively, "Tests") to determine the suitability of the Site for the Tank and for the purpose of preparing for the construction of the Tank. During any Tests or pre-construction work, Tenant will have insurance as set forth in this Lease. If Tenant determines that the Site is unsuitable for Tenant's contemplated use, then Tenant will notify Landlord and this Lease will terminate.

Section 21. Rights Upon Sale. Should Landlord, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than Tenant, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by Tenant, such sale or grant of an easement or interest therein shall be under and subject to this Lease and any such purchaser or transferee shall recognize Tenant's rights hereunder under the terms of this Lease. To the extent that Landlord grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by Tenant, Landlord thereby assigns this Lease to said third party but Landlord shall not be released from its obligations to Tenant under this Lease, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Lease.

Section 22. Survival. The provision of this Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

Section 23. Captions. The captions contained in this Lease are inserted for convenience only and are not intended to be part of the Lease. They shall not affect or be utilized in the construction or interpretation of this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their seals the day and year first above written.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

ATTEST:

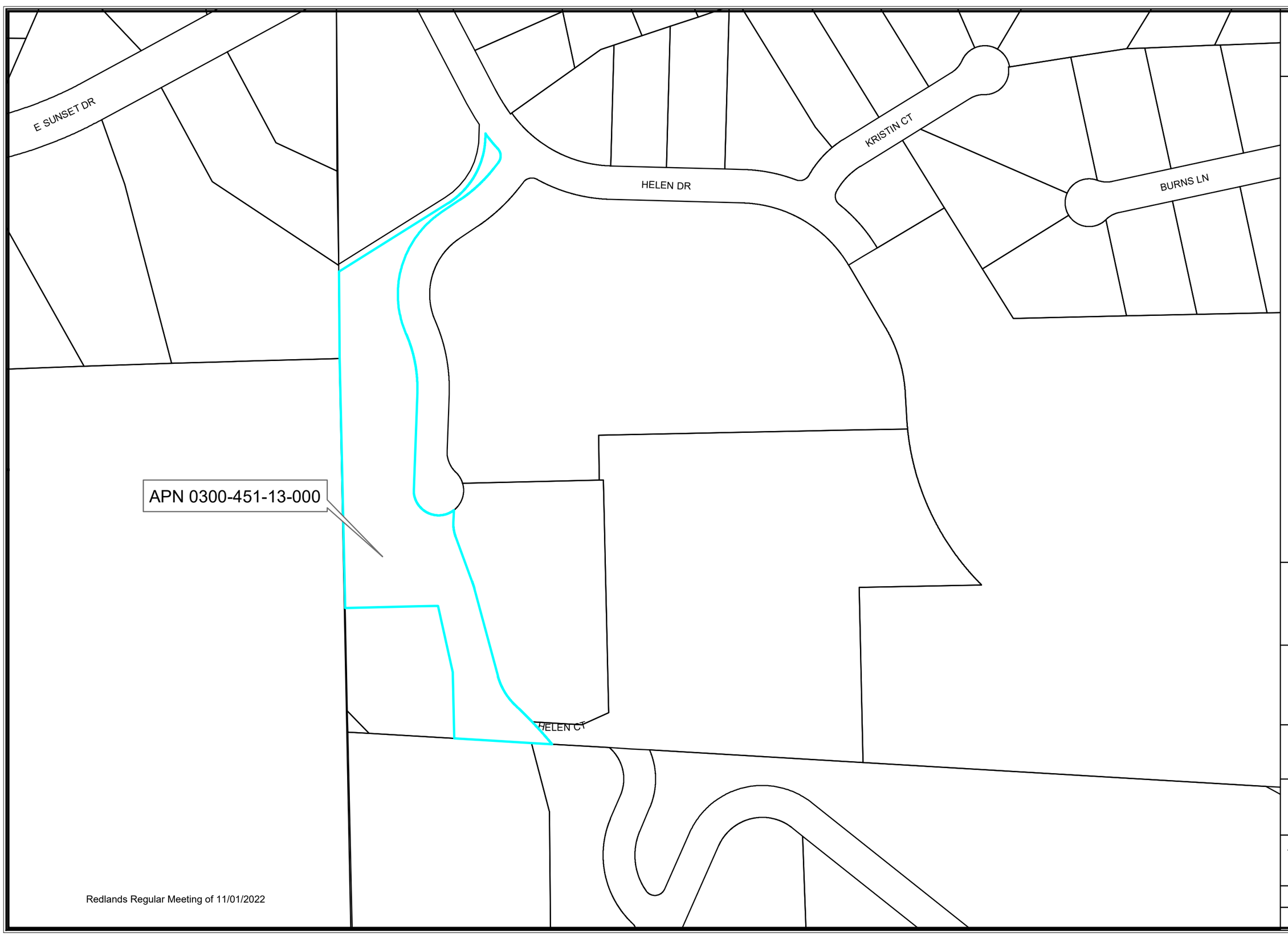
_____
Jeanne Donaldson, City Clerk

MACKNET

_____
Cathy A. Macknet, Property Owner

_____
Kenneth D. Macknet, Property Owner

_____
Mark R. Macknet, Property Owner



Parcel Location for Lease Agreement

Legend

- Parcel for Lease
- Parcel Data

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

N
W E
S

Scale

0 130 260
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

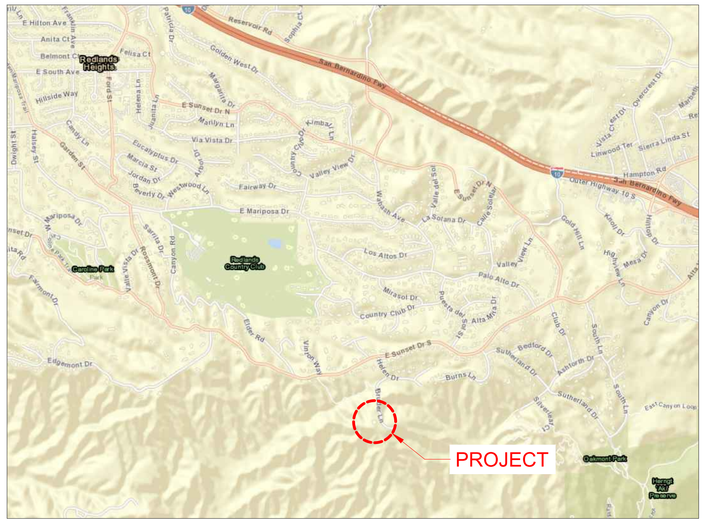
September 20, 2022

OneStop.mxd

CONSTRUCTION PLANS FOR

CITY OF REDLANDS
SUNSET TEMPORARY RESERVOIR REPLACEMENT PROJECT

PROJECT No. 501050



VICINITY MAP

SCALE : NONE



LOCATION MAP

SCALE : NONE

SHEET INDEX

DRAWING NUMBER	SHEET TITLE	SHEET
GENERAL		
G-1	TITLE AND INDEX SHEET	01
G-2	ABBREVIATIONS, LEGEND AND SYMBOLS	02
G-3	GENERAL NOTES	03
CIVIL		
C-1	EXISTING CONDITIONS SURVEY	04
C-2	OVERALL SITE IMPROVEMENTS PLAN	05
C-3	ENLARGED SITE IMPROVEMENTS PLAN	06
C-4	HORIZONTAL CONTROL PLAN	07
C-5	GRADING PLAN	08
C-6	YARD PIPING PLAN	09
C-7	PIPING PROFILES	10
C-8	CIVIL DETAILS	11
ELECTRICAL		
E-1	ABBREVIATIONS, LEGEND AND SYMBOLS	12
E-2	SCHEMATIC, SCHEDULES AND DETALS	13
E-3	OVERALL SITE EI&C PLAN	14

CITY COUNCIL:

PAUL T. BARICH, MAYOR
EDDIE TEJEDA, MAYOR PRO TEM
MICK GALLAGHER, COUNCIL MEMBER
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN, JR., CITY MANAGER

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BRADY
Water • Power • Transportation
2655 Camino del Rio North, Suite 100
San Diego, California 92108
P: 858.496.0500 - www.richardbrady.com

REGISTERED PROFESSIONAL ENGINEER
GARRETT D. MURAWSKY
C 90365
CIVIL
STATE OF CALIFORNIA
5/16/2022

BENCHMARK

BASIS OF ELEVATION:
ELEVATIONS ARE BASED ON THE CALIFORNIA SPATIAL REFERENCE CENTER CONTINUOUS GPS STATION "CRFP", DESCRIBED AS "CRAFTON HILLS CO."
ELEV. = 2367.83 FEET (NAVD 88, YEAR OF ADJUSTMENT, 2017)
SURVEY DATE:JUNE 2021

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

TITLE AND INDEX SHEET

G-1

Designed by: GDM
Date: 5/16/2022
Checked by: RDB
Date: 5/16/2022
Drawn by: GDM
Date: 5/16/2022
Checked by: RDB
Date: 5/16/2022

Reviewed By: 5/16/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Approved By: 5/16/2022
Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date

Sheet 01 of 14 Sheets

D-20558

P:\REDLND\REDLND.003_Sunset Reservoir\4_EngDesign\2_Dwgs\1-Gen\G-1_TitleSheet.dwg | Plotted: 5/17/2022

BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022

A	
A	AIR
AB	ANCHOR BOLT
ABBR	ABBREVIATION
ABS	ABSOLUTE TEMPERATURE, ACRYLONITRILE BUTADIENE STYRENE
AD	AREA DRAIN
AC	ACTIVATED CARBON
A/C	AIR CONDITIONING
ACP	ASPHALTIC CONCRETE PAVEMENT OR ASBESTOS CEMENT PIPE
ADJ	ADJUSTABLE
AER	AERATION
AL	ALUMINUM
AMB	AMBIENT
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE (FORMERLY A.S.A.)
API	AMERICAN PETROLEUM INSTITUTE
APPD	APPROVED
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
ASA	AMERICAN STANDARDS ASSOCIATION (NOW ANSI)
ASME	AMERICAN SOCIETY OF MECHANICAL ENGINEERS
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIAL
ASSY	ASSEMBLY
AT	ACOUSTICAL TILE
ATM	ATMOSPHERE
AUX	AUXILIARY
AVAR	AIR VACUUM AND AIR RELEASE VALVE
AVG	AVERAGE
AWWA	AMERICAN WATER WORKS ASSOCIATION
B	
BAV	BALL VALVE
BC	BOLT CIRCLE OR BETWEEN CENTERS
BD	BOARD
BDD	BACKDRAFT DAMPER
BE	BEVELED END
BF	BLIND FLANGE OR BOTTOM FLAT
BFP	BACK FLOW PREVENTER
B'FLY	BUTTERFLY VALVE
BFV	BUTTERFLY VALVE
BJ	BUTT JOINT
BLDG	BUILDING
BLK	BLACK OR BLOCK
BO	BLOW-OFF ASSEMBLY
BOC	BOTTOM OF CONCRETE
BOD	BIOCHEMICAL OXYGEN DEMAND OR BOTTOM OF DUCT
BP	BEGIN PIPE
BOP	BOTTOM OF PIPE
BPV	BACK PRESSURE VALVE
BRK	BRICK
BS	BIRD SCREEN
BSHG	BUSHING
B&S	BELL AND SPIGOT
BSMT	BASEMENT
BT	BOLT
BTM	BOTTOM
BTU	BRITISH THERMAL UNIT
BUV	BUTTERFLY VALVE
BW	BUTTWELD
C	
C	CENTIGRADE OR CHANNEL
CAB	CABINET
CAP	CAPACITY
CB	CATCH BASIN
CC	CENTER TO CENTER
CCW	COUNTER CLOCKWISE
CD	CEILING DIFFUSER, CONDENSATE DRAIN
CEM	CEMENT
CER	CERAMIC
CFH	CUBIC FEET PER HOUR
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
CHEM	CHEMICAL
CHG	CHANGE
CI	CAST IRON
CJ	CONSTRUCTION JOINT
CKV	CHECK VALVE
CL	CHLORINE GAS, CHLORINATOR, CHAIN LINK
℄	CENTER LINE
CLG	CEILING
CLR	CLEAR, CLEARANCE
CM	CENTIMETER
CML	CEMENT MORTAR-LINED
CML&C	CEMENT MORTAR-LINED AND COATED
CML&EC	CEMENT MORTAR-LINED AND EPOXY COATED
CO	CLEANOUT, CHANGE ORDER
COL	COLUMN
COMB	COMBINATION
COMP	COMPRESSOR
CON	CONCENTRIC
CONC	CONCRETE
CONSTR	CONSTRUCTION OR CONSTRUCT
CONT	CONTINUED OR CONTINUOUS
CONTR	CONTRACTOR
CORP	CORPORATION
COTG	CLEAN-OUT TO GRADE
CP	CONTROL PANEL OR CHECKERED PLATE
CPLG	COUPLING
CPVC	CHLORINATED POLYVINYL CHLORIDE
CS	CAUSTIC SODA OR CARBON STEEL
CT	CERAMIC TILE
CTC	CENTER TO CENTER
CTSK	COUNTERSUNK
CTR	CENTER
CU	COPPER OR CUBIC
CYL	CYLINDER
CW	COLD WATER, COOLED WATER OR CLOCKWISE
CWO	CHAIN WHEEL OPERATED
D	
D	DOUBLE
DB	DUCT BANK
DC	DOUBLE CONTAINMENT, DIRECT CURRENT
DET	DETAIL
DEMO	DEMOLITION, DEMOLISH
DF	DRINKING FOUNTAIN OR DOUGLAS FIR
DFU	DRAIN FIXTURE UNIT(S)
DG	DOOR GRILLE
DI	DUCTILE IRON
DIA	DIAMETER
DIAG	DIAGONAL
DIAPH	DIAPHRAGM
DIFF	DIFFUSER OR DIFFERENTIAL
DISCH	DISCHARGE
DISP	DISPENSER
DL	DOOR LOUVER
DN	DOWN OR DECANT
DP	DRIP PIT
DR	DOOR OR DRAIN
DSD	DUCT-SMOKE DETECTOR
DWG	DRAWING
DTR	DOWN THROUGH ROOF
E	
E	EAST
EA	EACH
EAD	EXHAUST AIR DUCT
EAG	EXHAUST AIR GRILLE
EAR	EXHAUST AIR REGISTER
EC	EPOXY COATED
ECC	ECCENTRIC
ECS	EFFLUENT CONTROL STRUCTURE
EF	EXHAUST FAN
EL	ELEVATION OR ELBOW
ELL	ELBOW
ELEC	ELECTRICAL OR ELECTRONIC
ELECT	ELECTRICAL OR ELECTRONIC
ENG	ENGINE
ENCL	ENCLOSURE
ENT	ENTRANCE
EP	END PIPE
EQ	EQUAL
EQUIP	EQUIPMENT
ER	EXHAUST REGISTER
ESMT	EASEMENT
EVAP	EVAPORATOR
EW	EACH WAY
EWH	ELECTRIC WATER HEATER
EXH	EXHAUST
EX	EXISTING
EXIST	EXISTING
EXT	EXTERNAL, EXTERIOR OR EXTENSION
EXTR	EXTRUDED
F	
F	FAHRENHEIT OR FINISH
FABR	FABRICATION, FABRICATE OR FABRICATED
FACP	FIRE ALARM CONTROL PANEL
FAF	FOUL AIR FAN
FAI	FRESH AIR INTAKE
FB	FLAT BAR, FLOOR BEAM, FIELD BOOK OR FLAT BOTTOM
FCO	FLOOR CLEANOUT
FD	FLOOR DRAIN, FIRE DAMPER
FDR	FEEDER
FE	FIRE EXTINGUISHER, FLOW ELEMENT
FF	FINISHED FLOOR, FLAT FACE OR FAR FACE
FG	FINISHED GRADE
FH	FIRE HYDRANT
FHMB	FLAT HEAD MACHINE BOLT
FI	FLOW INDICATOR
FIG	FIGURE
FIN	FINISHED
FIT	FLOW INDICATOR TRANSMITTER
FIX	FIXTURE
FLA	FULL LOAD AMPERE
FLEX	FLEXIBLE
FLOCC	FLOCCULATOR OR FLOCCULATION
FLG	FLANGE
FLGD	FLANGED
FLR	FLOOR
FM	FACTORY MANUAL (LAB APPROVED)
FMH	FLEXIBLE METAL HOSE
FND	FOUNDATION
FNL	FUNNEL
FNPT	FEMALE NATIONAL PIPE THREAD
FOB	FLAT ON BOTTOM
FOF	FACE OF FLANGE
FOT	FLAT ON TOP
FPC	FLEXIBLE PIPE COUPLING
FPM	FEET PER MINUTE
FPS	FEET PER SECOND
FR	FIELD ROUTE
FRP	FIBERGLASS REINFORCED PLASTIC
FS	FAR SIDE, FLOOR SINK, FINISHED SURFACE, FORGED STEEL, FIELD SUPPORT
FT	FEET OR FOOT
FTF	FITTING TO FITTING OR FACE TO FACE
FTG	FOOTING OR FITTING
FT. LB	FOOT-POUND
FU	FIXTURE UNIT(S)
FUT	FUTURE
FV	FIELD VERIFY
FW	FIELD WELD
G	
GA	GAGE OR GAUGE
GAL	GALLON
GALV	GALVANIZED
GEN	GENERAL OR GENERATOR
GFA	GROOVED FLANGE ADAPTER
GI	GALVANIZED IRON
GLV	GLOBE VALVE
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GRD	GRADE OR GROUND
GRTG	GRATING
GS	GALVANIZED STEEL
GTV	GATE VALVE
GV	GATE VALVE
GYP	GYPSUM
H	
HB	HOSE BIB
HC	HEAT CONSERVATION
HD	HUB DRAIN
HDG	HOT DIPPED GALVANIZED
HDP	HIGH DENSITY POLYETHYLENE
HDPE	HIGH DENSITY POLYETHYLENE
HDR	HEADER
HDW	HARDWARE
HEX	HEXAGONAL
Hg	MERCURY
HGR	HANGER
HORIZ	HORIZONTAL
HP	HORSEPOWER, HIGH POINT OR HIGH PRESSURE
HR	HEATING RETURN OR HOUR
HSS	HARDENED STAINLESS STEEL
HT	HYDRAULIC TUBING OR HEAT TRACING
HTG	HEATING
HTR	HEATER
H&V	HEATING AND VENTILATING
HVAC	HEATING, VENTILATING AND AIR CONDITIONING
HW	HOT WATER
HWL	HIGH WATER LEVEL
HWO	HANDWHEEL OPERATED
HYD	HYDRAULIC OR HYDRANT
I	
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IF	INSIDE FACE
IN	INCH
INCL	INCLUDED
INFL	INFLUENT
IN. LB	INCH-POUND
INS	INSULATION OR INSULATED
INSTR	INSTRUMENT
INT	INTERIOR
INV	INVERT ELEVATION
IP	IRON PIPE
IPS	IRON PIPE SIZE
IRRG	IRRIGATION
J	
JAN	JANITOR
JT	JOINT
L	
L	LITER, LENGTH
LAB	LABORATORY
LAM	LAMINATED
LAV	LAVATORY
LB	POUND
LCP	LOCAL CONTROL PANEL
LE	LEVEL ELEMENT
LG	LENGTH, LONG, LEVEL GAGE
LIT	LEVEL INDICATING TRANSMITTER
LP	LOW POINT, LOCAL PANEL OR LOW PRESSURE
LPG	LIQUID PROPANE GAS
LR	LONG RADIUS
LT	LEFT OR LIGHT
LWL	LOW WATER LEVEL
M	
M	METER
MAG	MAGNETIC
MAN	MANUAL
MAX	MAXIMUM
MCC	MOTOR CONTROL CENTER
MD	MOTORIZED DAMPER
MECH	MECHANICAL
MED	MEDIUM
MEMB	MEMBRANE
MF	MICROFILTER OR MICROFILTRATION
MFR	MANUFACTURER
MFR'D	MANUFACTURED
MGD	MILLION GALLONS PER DAY
MH	MAINTENANCE HOLE, MANHOLE
MI	MALLEABLE IRON
MIL	MILITARY OR 1/1,000 INCH
MIN	MINIMUM OR MINUTE
MISC	MISCELLANEOUS
MNPT	MALE NATIONAL PIPE THREAD
MO	MOTOR OPERATED OR MASONRY OPENING
MOD	MODEL
MOV	MOTOR OPERATED VALVE
MS	MOP SINK
MTC	MECHANICAL-TYPE COUPLING
MTD	MOUNTED
MTG	MOUNTING
MTL	MATERIAL OR METAL
MTR	MOTOR
MVD	MANUAL VOLUME DAMPER
N	
N	NORTH
NBS	NATIONAL BUREAU OF STANDARDS
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRIC CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NF	NEAR FACE
NG	NATURAL GRADE
NGS	NATIONAL GEODETIC SURVEY
NIC	NOT IN CONTRACT
NO	NUMBER OR NORMALLY OPEN
NOM	NOMINAL
NPS	NOMINAL PIPE SIZE (FORMERLY I.P.S)
NPT	NATIONAL PIPE THREAD
NRS	NON-RISING STEM
NS	NEAR SIDE
NTS	NOT TO SCALE
O	
OBD	OPPOSED BLADE DAMPER
OC	OVER-CROSSING OR ON CENTER
OCFCD	ORANGE COUNTY FLOOD CONTROL DISTRICT
OD	OUTSIDE DIAMETER, OVERALL DIMENSION OR OVERFLOW DRAIN
OF	OVERFLOW OR OUTSIDE FACE
OH	OVERHEAD
OPNG	OPENING
OPP	OPPOSITE
OS & Y	OUTSIDE SCREW AND YOKE
OWG	OIL, WATER, GAS
OZ	OUNCE
P	
PAVMT	PAVEMENT
PC	POINT OF CURVE
PCC	POINT OF COMPOUND CURVE
PDI	PRESSURE DIFFERENTIAL INDICATOR
PD	PROCESS DRAIN
PDIT	PRESSURE DIFFERENTIAL INDICATOR TRANSMITTER
PE	PLANT EFFLUENT, PIPE END OR PLAIN END
PG	PAGE OR PRESSURE GAGE
pH	HYDROGEN ION CONCENTRATION
PI	POINT OF INTERSECTION
PID	PERMANENT IDENTIFIER
PL, ℄	PLATE
PLCS	PLACES
PLT	PLANT
PLV	PLUG VALVE
PNEU	PNEUMATIC
PNL	PANEL
POC	POINT OF CONNECT
PP	POWER PANEL, PERSONNEL PROTECTION
PPD	POUNDS PER DAY
PPG	PIPE OR PIPING
PPH	POUNDS PER HOUR
PPM	PARTS PER MILLION
PR	PAIR
PRC	POINT OF REVERSE CURVE
PRCC	POINT OF REVERSE COMPOUND CURVE
PREFAB	PREFABRICATED
PRESS	PRESSURE
PRV	PRESSURE REGULATING, RELIEF OR REDUCING VALVE
PS	PRESSURE SWITCH, PIPE SUPPORT
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIA	POUNDS PER SQUARE INCH ABSOLUTE
PSIG	POUNDS PER SQUARE INCH GAUGE
PT	POINT OF TANGENT
PTFE	POLYTETRAFLUOROETHYLENE (TEFLON*)
PVC	POLYVINYL CHLORIDE
Q	
QTY	QUANTITY
R	
R	RADIUS, RISER, RETURN OR RATE OF SLOPE
RAD	RETURN AIR DUCT
RAG	RETURN AIR GRILL
RC	REINFORCED CONCRETE
RCP	REINFORCED CONCRETE PIPE
RCR	ROOF CONDENSATE RECEIVER
RD	ROOF DRAIN, ROUND, OR ROAD
RDWD	REDWOOD
RECIRC	RECIRCULATE, RECIRCULATING, RECIRCULATED
RED	REDUCER OR REDUCING
REF	REFERENCE OR REFER
REG	REGULATING
REIN	REINFORCE OR REINFORCED
RE-ST	REINFORCING STEEL
REQD	REQUIRED
REQ'D	REQUIRED
RES	RESERVOIR
RESIL	RESILIENT
REV	REVISION
RFG	ROOFING
RF	ROOF OR RAISED FACE
RM	ROOM
RO	REVERSE OSMOSIS, ROUGH OPENING
RPM	REVOLUTIONS PER MINUTE OR REINFORCED PLASTIC MORTAR
RR	RAILROAD
RT	RIGHT
RTP	REINFORCED THERMOSETTING PLASTIC
RW	RESILIENT WEDGE
R/W	RIGHT OF WAY
RWL	RAINWATER LEADER
S	
S	SOUTH, SCUM, SINK, SECOND OR SLOPE
SA	SAMPLE
SAD	SUPPLY AIR DUCT
SAN	SANITARY
SAR	SUPPLY AIR REGISTER
SAW CO	SAN ANTONIO WATER COMPANY
SC	SAMPLE CONNECTION
SCRD	SCREWED
SCFM	STANDARD CUBIC FEET PER MINUTE
SCH	SCHEDULE
SD	SMOKE DETECTOR, STORM DRAIN
SDR	STORM DRAIN
SEC	SECONDARY
SECT	SECTION
SER	SERIES
SF	SUPPLY FAN
SGL	SINGLE
SH	SHOWER, STEM HORIZONTAL
SIM	SIMILAR
SLDG	SLIDING
SLV	SLEEVE-TYPE COUPLING
SMLS	SEAMLESS
SO	SLIP-ON, SHUT OFF
SLN	SOLUTION
SP	STATIC PRESSURE
SPECS	SPECIFICATIONS
SPECD	SPECIFIED
SPL	SPECIAL
SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
SQ	SQUARE
SR	SHORT RADIUS
SS	SANITARY SEWER, STAINLESS STEEL OR SERVICE SINK
SSEW	SAFETY SHOWER OR EYE WASH
SSPWC	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
SST	STAINLESS STEEL
STA	STATION
STD	STANDARD
STL	STEEL
STLS	STAINLESS
STM	STEAM
STRUCT	STRUCTURAL OR STRUCTURE
SUCT	SUCTION
SV	SOLENOID VALVE, STEM VERTICAL
SW	SOCKET WELD, SOLVENT WELD
SWR	SIDEWALL REGISTER
SYM	SYMMETRICAL OR SYMBOL
SYS	SYSTEM
T	
T	THERMOSTAT, TANGENT OR TOP
T&B	TOP AND BOTTOM
TBE	THREAD BOTH ENDS
TEMP	TEMPERATURE OR TEMPORARY
T&G	TONGUE AND GROOVE
THK	THICK OR THICKNESS
THRD	THREADED
TK	TANK
TOC	TOP OF CONCRETE
TOE	THREAD ONE END
TOL	TOILET
TOP	TOP OF PIPE
TOS	TOP OF STEEL
TOW	TOP OF WALL
TP	TRAP PRIMER
TRANS	TRANSITION OR TRANSMITTER
TS	TUBE STEEL, TEMPERATURE SENSOR
TV	THERMOSTATIC VALVE OR TELEVISION
TW	THERMOMETER WELL
TWO	TASK WORK ORDER
TYP	TYPICAL
U	
UB	UNION BONNET
UG	UNDERGROUND
UGC	UNDERGROUND CONDUIT
UH	UNIT HEATER
UL	UNDERWRITERS LABORATORIES
UON	UNLESS OTHERWISE NOTED
UR	URINAL
US	UTILITY STATION
UTR	UP THROUGH ROOF
V	
V	VENT, VERTICAL, VOLT OR VOLUME
VAR	VARIES OR VARIABLE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VFD	VARIABLE FREQUENCY DRIVE
VLV	VALVE
VOL	VOLUME
VTC	VENT TO CEILING
VTR	VENT THROUGH ROOF
VVT	VARIABLE VOLUME AND TEMPERATURE
W	
W	WEST, WASTE
W/	WITH
WC	WATER COLUMN OR WATER CLOSET
WCO	WALL CLEANOUT
WD	WOOD
WF	WIDE FLANGE
WFA	WATER FACILITIES AUTHORITY
WH	WATER HEATER
WHA	WATER HAMMER ARRESTER
WI	WROUGHT IRON
WN	WELD NECK
W/O	WITHOUT
WOG	WATER, OIL OR GAS WORKING PRESSURE
WP	WATER PROOFING, WORK POINT
WS	WATER SURFACE
WSTP	WATER STOP
WT	WEIGHT
WWF	WELDED WIRE FABRIC
WWM	WELDED WIRE MESH
X	
X	BY
XJ	EXPANSION JOINT
XS	EXTRA STRONG
XXS	DOUBLE EXTRA STRONG
Y	
YD	YARD
YR	YEAR
Z	
ZN	ZINC
SERVICE DESIGNATIONS	
AA	AERATION AIR
AMM	AMMONIA (NH_4OH)
AOP	ADVANCED OXIDATION PROCESSES
BO	BLOW-OFF
BR	BRINE
BW	BACKWASH
CA	CITRIC ACID
CAI	CONTROL AIR INLET
CD	CONDENSATE DRAIN
CG	CLEAN GAS
CHL	CHLORAMINES (NH_2CL)
CIPR	CLEAN-IN-PLACE RETURN
CIPS	CLEAN-IN-PLACE SUPPLY (IN & DRAIN)
CN	CENTRATE
COND	CONDENSATE
CSR	CIP SOLUTION RETURN (SPENT)
CSS	CIP SOLUTION SUPPLY
CWR	COOLING WATER RETURN
CWS	COOLING WATER SUPPLY
DET	DETERGENT (MEMCLEAN C)
DG	DIGESTED GAS
DPL	DILUTE POLYMER
DRN	DRAIN
DS	DIGESTED SLUDGE
DW	DEMINERALIZED WATER
EV	EQUIPMENT VENT
FA	FOUL AIR
FCL_2	FERROUS CHLORIDE
FCL_3	FERRIC CHLORIDE
FEWD	FILTRATE EXHAUST WASTE DISCHARGE
FPW	FIRE PROTECTION WATER
FTW	FLUSH TO WASTE
FW	FRESH WATER (POTABLE)
FWS	FLUSH WATER SUPPLY
HCA	HYDROCHLORIC ACID (HCI)
HGD	HOT GAS DISCHARGE
HO	HYDRAULIC OIL
HPC	HIGH PRESSURE CONDENSATE
HPE	HIGH PRESSURE EFFLUENT
IA	INSTRUMENT AIR
IW	INDUSTRIAL WATER
LO	LUBE OIL
LPA	LOW PRESSURE AIR
LPC	LOW PRESSURE CONDENSATE
LPE	LOW PRESSURE EFFLUENT
LR	LIQUID RETURN
MFF	MF FILTRATE
MH	MAGNESIUM HYDROXIDE
ML	MIXED LIQUOR
MPC	MEDIUM PRESSURE CONDENSATE
NG	NATURAL GAS
N_2	NITROGEN
NPL	NEAT POLYMER
NSW	NON-SPEC WATER
PA	PLANT AIR
PD	PROCESS DRAIN
PE	PRIMARY EFFLUENT
PO_4	PHOSPHATE
PRA	PROCESS AIR
PS	PRIMARY SLUDGE
PW	PRODUCT WATER
RAS	RETURN ACTIVATED SLUDGE
ROB	RO BRINE
ROP	RO PERMEATE
SA	SULFURIC ACID (H_2SO_4)
SB	SODIUM BI-SULFATE ($NaHSO_3$)
SCS	SULFUR CAKE / SLURRY
SE	SECONDARY EFFLUENT
SG	SOUR GAS
SHC	SODIUM HYPOCHLORITE (NaOCl)
SHO	SODIUM HYDROXIDE (NaOH)
SI	SCALE INHIBITOR
SLU	$Ca(OH)_2$ SLURRY
SO_3	SULFITE
SW	SOFTENED WATER
TE	TERTIARY EFFLUENT
TW	TREATED WATER
TWAS	THICKENED WASTE ACTIVATED SLUDGE
UW	UNTREATED WATER
V	VENT
VFWD	VENT FEED WASTE DISCHARGE
VAC	VACUUM
WAS	WASTE ACTIVATED SLUDGE
WSC	WET SLUDGE CAKE

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

LEGEND

SYMBOL	FEATURE
	EXISTING TREE OR BUSH
	EXISTING STRUCTURES
	EXISTING PAVEMENT OR CONCRETE
	PROPOSED PAVEMENT OR CONCRETE
	PROPOSED GRAVEL
	EXISTING TO BE REMOVED
20	EXISTING GRADES
20	PROPOSED GRADES
	PROPERTY LINE
	EASEMENT
E	EXISTING ELECTRICAL LINE
FO	EXISTING FIBER OPTIC LINE
T	EXISTING TELEPHONE LINE
W	EXISTING WATER LINE
S	EXISTING SEWER LINE
SD	EXISTING STORM DRAIN LINE
GAS	EXISTING GAS LINE
TV	EXISTING TELEVISION LINE
E	NEW ELECTRICAL LINE
FO	NEW FIBER OPTIC LINE
TV	NEW TELEPHONE LINE
W	NEW WATER LINE
S	NEW SEWER LINE
SD	NEW STORM DRAIN LINE
GAS	NEW GAS LINE
TV	NEW TELEVISION LINE

SECTION AND DETAIL KEY

SECTION OR DETAIL NUMBER

A
—

SHEET ON WHICH PLAN, SECTION OR DETAIL IS LOCATED. (-) INDICATES SECTION OR DETAIL IS ON THE SAME SHEET.

SYMBOL WHERE THERE IS A DETAIL

DETAIL
SCALE: 1/4"-1'-0"

A
S-01

SHEET NO. WHERE THERE IS A DETAIL

SYMBOL WHERE DETAIL IS DRAWN

DETAIL SYMBOL

SECTION
SCALE: 1/4"-1'-0"

A
S-01

SHEET NO. WHERE THERE IS A SECTION

SYMBOL WHERE SECTION IS DRAWN

SECTION SYMBOL

A
A-3

SHEET NO. WHERE SECTION IS DRAWN

SYMBOL WHERE THERE IS A SECTION

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5/16/2022

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G-2

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GRADING GENERAL NOTES

1. ALL GRADING AND ON-SITE CONSTRUCTION SHALL MEET THE MINIMUM REQUIREMENTS OF THE UNIFORM BUILDING CODE, LATEST EDITION, APPENDIX CHAPTER 33 AND THE CALIFORNIA BUILDING CODE, LATEST EDITION. THESE CODES ARE AMENDED IN THE CITY OF REDLANDS MUNICIPAL CODE. IF CONTRADICTIONS ARISE BETWEEN PROVISIONS IN THESE PLANS FROM THOSE IN THE VARIOUS CODES, THE MOST RESTRICTIVE PROVISIONS WILL GOVERN.

2. AFTER THE GRADING PERMIT HAS BEEN ISSUED, THE PROJECT MANAGER SHALL CONVENE AN ON-SITE PRECONSTRUCTION MEETING WITH THE CITY OF REDLANDS INSPECTOR, THE ENGINEER OF RECORD, THE GEOTECHNICAL ENGINEER AND THE GRADING CONTRACTOR. AT THIS MEETING, THE PROJECT SUPERINTENDENT SHALL BE IDENTIFIED AND AN EMERGENCY CONTACT PERSON SHALL BE IDENTIFIED TO THE INSPECTOR.

3. USE BEST MANAGEMENT PRACTICES (BMPS) TO PREVENT AND CONTAIN ILLEGAL DISCHARGES WITHIN THE PROJECT BOUNDARY. THIS WILL BE IN EFFECT FOR THE ENTIRE DURATION OF THE PROJECT CONSTRUCTION TO ITS COMPLETION.

4. BUILDING PERMITS SHALL NOT BE ISSUED UNTIL THE PROJECT SITE HAS BEEN GRADED AND THE ENGINEER OF RECORD HAS CERTIFIED TO THE SATISFACTION OF THE CITY ENGINEER THAT THE SITE HAS BEEN PREPARED ACCORDING TO THE RECOMMENDATIONS OF THE SOILS REPORT(S) AND TO THE SPECIFICATIONS OF THE APPROVED GRADING PLANS. IN ADDITION, A FINAL COMPACTION REPORT SHALL BE SUBMITTED TO BOTH THE INSPECTOR AND THE BUILDING OFFICIAL FOR APPROVAL.

5. A WRITTEN REPORT BY A GEOTECHNICAL ENGINEER IS TO BE FURNISHED TO BOTH THE CITY'S MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT AND BUILDING AND SAFETY DIVISION, TO CERTIFY THAT ALL FILL MATERIAL AND MATERIAL UPON WHICH FILL IS TO BE PLACED IS ADEQUATE TO SUPPORT THE LOADS OF THE PROPOSED DEVELOPMENT. THIS REPORT SHALL INCLUDE SOIL TEST DATA ON ALL FILLS OF TWO FEET OR MORE.

6. PREPARATION OF THE SITE SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE INSTRUCTIONS OF A GEOTECHNICAL ENGINEER AND ALL FILLS WILL BE MADE UNDER HIS DIRECTION.

7. IN NO CASE IS ANY SLOPE TO EXCEED A GRADIENT OF TWO HORIZONTAL TO ONE VERTICAL (2:1).

8. THE ENGINEER OF RECORD ASSUMES NO LIABILITY FOR THE EXISTENCE AND LOCATIONS OF UNDERGROUND UTILITY LINES, STRUCTURES OR IRRIGATION LINES. THE CONTRACTOR IS TO MAKE AN ON-SITE INSPECTION AND NOTIFY ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATION OF ANY AND ALL UNDERGROUND FACILITIES.

9. THE CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR CLEARING THE SITE IN PREPARATION FOR CONSTRUCTION.

10. THE ENGINEER'S ESTIMATE IS 507 CY OF EXCAVATION AND 310 CY OF EMBANKMENT FOR THE SITE GRADING. THESE ARE RAW QUANTITIES WITHOUT ALLOWANCES FOR LOSS, SHRINKAGE OR COMPACTION. EXCAVATION QUANTITIES DO NOT ACCOUNT FOR ANY REQUIRED OVER-EXCAVATION. CONTRACTOR SHALL REFER TO THE REPORT OF GEOTECHNICAL INVESTIGATION SUNSET TEMPORARY RESERVOIR CITY OF REDLANDS, CALIFORNIA, PREPARED BY GROUP DELTA CONSULTANTS, INC., DATED MARCH 2, 2022 FOR THE REQUIREMENTS OF OVER-EXCAVATION FOR THE RESERVOIR PAD AREA AND REUSE OF EXISTING SOILS FOR COMPACTED FILL.

11. ACREAGE OF THE PROJECT IS: 0.90 ACRE(S).

12. ALL EARTHWORK SHALL CONFORM TO THE PRELIMINARY GEOTECHNICAL AND/OR GEOLOGIC INVESTIGATION: REPORT OF GEOTECHNICAL INVESTIGATION SUNSET TEMPORARY RESERVOIR CITY OF REDLANDS, CALIFORNIA, PREPARED BY GROUP DELTA CONSULTANTS, INC., DATED MARCH 2, 2022.

13. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY INSPECTIONS PRIOR TO POURING ANY CONCRETE.

CONCRETE NOTES

1. ALL SITE CAST CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH AT 28 DAYS OF 4000 PSI USING ASTM C150 TYPE II CEMENT AND FLY ASH PER ASTM C618, TYPE F AT A REPLACEMENT RATE OF 25%.
2. MAXIMUM PERMISSIBLE WATER-CEMENTITIOUS MATERIAL RATIO SHALL BE 0.40
3. MAXIMUM AGGREGATE SIZE SHALL BE 1".
4. WEIGHT OF FINE AGGREGATE SIZE SHALL NOT EXCEED 43% OF TOTAL WEIGHT OF FINE AND COARSE AGGREGATES COMBINED.
5. THOROUGHLY CONSOLIDATE CONCRETE USING VIBRATORS.
6. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS, AND INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE.
7. ALL CONSTRUCTION JOINTS SHALL BE ROUGHENED AND CLEANED BEFORE PLACING NEW CONCRETE. ALL LAITANCE SHALL BE REMOVED AND THE EXISTING SURFACE WETTED IMMEDIATELY PRIOR TO PLACING NEW CONCRETE. STANDING WATER SHALL BE REMOVED.
8. CONSTRUCTION JOINTS IN CONCRETE INDICATED WITH A ROUGH AND CLEAN SURFACE SHALL HAVE A 1/4" MINIMUM AMPLITUDE UNLESS OTHERWISE NOTED.
9. ALL CONCRETE SHALL HAVE A HIGH RANGE WATER REDUCING ADMIXTURE CONFORMING TO ASTM C494, TYPE F OR G. MAXIMUM SLUMP SHALL BE 8". MINIMUM SLUMP SHALL BE 6". THOROUGHLY CONSOLIDATE USING VIBRATORS.
10. PROVIDE A 3/4" CHAMFER ON ALL EXPOSED CORNERS UNLESS OTHERWISE NOTED.

WATER GENERAL NOTES

1. MATERIAL AND INSTALLATION SHALL CONFORM TO THE CITY OF REDLANDS MUNICIPAL WATER DIVISION STANDARD SPECIFICATION (LATEST REVISION THEREOF).

2. THE APPROXIMATE LOCATIONS OF EXISTING UNDERGROUND UTILITY LINES ARE SHOWN IN THESE PLANS. THE LINES ARE PLOTTED FROM A COMBINATION OF RECORD AND FIELD DATA, AND THE CITY HAS TRIED WITHIN ITS AVAILABLE RESOURCES TO LOCATE ALL SUCH FACILITIES WITH REASONABLE ACCURACY. BY ENTERING INTO A CONTRACT FOR THIS WORK, THE CONTRACTOR AGREES PRIOR TO EXCAVATION TO NOTIFY ALL UTILITY AND IRRIGATION COMPANIES OPERATING IN THE AREA OF THE WORK, AND TO DETERMINE WITH AS MUCH ACCURACY AS IS NEEDED TO PERFORM THIS WORK, THE EXACT LOCATIONS OF ALL UNDERGROUND MAIN OR TRUNKLINE UTILITY FACILITIES.

3. THIS DRAWING IS SCHEMATIC ONLY, DO NOT SCALE.

4. THE CONTRACTOR SHALL MAKE ALL WATER MAIN CONNECTIONS TO EXISTING WATER MAINS, UNLESS OTHERWISE NOTED.

5. HYDRO TEST TO 125 P.S.I. MIN 2 HOUR DURATION AT THE LOWEST POINT IN THE WATER MAIN.

6. BUTTERFLY VALVES TO BE DRESSER 450 OR KENNEDY ADAP-TORQ, CLOW STYLE #2810.

7. CONTRACTOR SHALL USE DOUBLE STRAP SERVICE CLAMPS OR H.D. TAPPED COUPLINGS WHEN CONNECTING SERVICE LATERALS.

8. CONTRACTOR SHALL NOTIFY CITY 48 HOURS PRIOR TO SHUTDOWN OF WATER MAINS.

9. INSTALLATION SHALL CONFORM TO MANUFACTURERS SPECIFICATIONS AND LATEST CITY SPECIFICATIONS AND/OR AS DIRECTED BY THE ENGINEER.

10. PROVIDE A MINIMUM OF 10 FOOT SEPARATION BETWEEN SEWER AND WATER LATERALS WHERE POSSIBLE.

11. BACKFILL COMPACTION AND RE-SURFACING IN EXISTING STREETS SHALL CONFORM TO STREET DIVISION SPECIFICATIONS (LATEST REVISION THEREOF).

12. ALL VALVES INSTALLED BY THE CONTRACTOR SHALL BE ACCESSIBLE FOR OPERATION WITH COMPLETE VALVE BOX TO GRADE DIRECTLY FOLLOWING CONNECTION TO EXISTING WATER SYSTEM.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE SIZING OF THRUST BLOCKS BASED ON FIELD CONDITIONS.

14. SAND BEDDING AND BACKFILL TO A DEPTH OF 12" ABOVE PIPE IS REQUIRED.

15. IF WATER MAINS ARE ABANDONED AS A RESULT OF THIS PROJECT THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RECONNECTION OR REPLACEMENT OF SERVICE LATERALS AS DIRECTED BY THE CITY INSPECTOR. SERVICE LATERALS THAT ARE REPLACED SHALL BE THE SAME SIZE AS EXISTING.

16. CONTACT THE MUNICIPAL WATER DIVISION 48 HOURS PRIOR TO ANY WATER SYSTEM CONSTRUCTION.

17. WHERE DESIGNATED ON THE PLANS, THE CONTRACTOR SHALL INSTALL POLY PIGS AND POLY PIG OUTLETS. THE CONTRACTOR SHALL NOTIFY THE CITY 48 HOURS IN ADVANCE TO REQUEST THE CITY TO FLUSH POLY PIGS THROUGH THE MAINS. THE FLUSHING PROCESS SHALL TAKE PLACE PRIOR TO HYDROSTATIC TESTING CHLORINATION AND FINAL FLUSHING OF THE MAIN BY THE CONTRACTOR. FINAL CONNECTIONS SHALL NOT BE MADE PRIOR TO BACTERIA TEST SAMPLES THAT MEET CITY REQUIREMENTS AND AUTHORIZATION FOR TIE-INS BY THE CITY INSPECTOR.

18. THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING CITY WATER SYSTEM VALVES.

19. WATER VALVE CANS SHALL BE PER SPEC A-20514 (SLIP CAN TYPE).

REINFORCING STEEL NOTES

1. BAR REINFORCING SHALL CONFORM TO ASTM A615, GRADE 60.
2. MINIMUM BAR LAP SPLICE LENGTHS SHALL BE 48 BAR DIAMETERS UNLESS OTHERWISE INDICATED.
3. ALL LAP SPLICES SHALL BE CONTACT LAP SPLICES UNLESS OTHERWISE INDICATED.
4. BASE SLAB DOWELS SHALL MATCH VERTICAL WALL REINFORCING IN SIZE AND SPACING UNLESS OTHERWISE INDICATED.
5. MINIMUM CONCRETE COVER FOR REINFORCING STEEL SHALL BE AS FOLLOWS UNLESS SHOWN OTHERWISE ON THE DRAWINGS:

CONCRETE CAST AGAINST EARTH	3"
ALL OTHER	2"

6. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING STEEL SHALL CONFORM TO THE LATEST EDITION OF ACI 315, DETAILS AND DETAILING OF CONCRETE REINFORCEMENT, UNLESS OTHERWISE INDICATED.

WATER POLLUTION CONTROL NOTES

THE CONTRACTOR SHALL FOLLOW THE CITY'S GUIDELINES FOR STORM WATER POLLUTION PREVENTION IN PREPARING AND PROVIDING STORM WATER POLLUTION CONTROL AT THE PROJECT SITE, INCLUDING THE IMPLEMENTATION OF APPROVED EROSION/SEDIMENT CONTROL PLANS DURING CONSTRUCTION AS WELL AS THE IMPLEMENTATION OF APPROVED WATER QUALITY MANAGEMENT PLANS.

CONSTRUCTION ACTIVITIES DISTURBING 1 ACRE OR MORE OF LAND SHALL COMPLY WITH THE STATE WATER RESOURCES CONTROL BOARD'S NPDES GENERAL CONSTRUCTION STORM WATER PERMIT. A COPY OF THE NOTICE OF INTENT (NOI) TO INCLUDE THE WASTE DISCHARGE IDENTIFICATION (WDID) NUMBER SHALL BE SUBMITTED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) TO THE ENGINEER FOR REVIEW. CALL (909) 782-4130 FOR NOI/WDID INFORMATION.

CONTRACTOR SHALL SUBMIT TO THE CITY FOR REVIEW AND APPROVAL AN EROSION/SEDIMENT CONTROL PLAN AND A GRADING PLAN. PERMIT(S) WILL NOT BE ISSUED UNTIL PLANS ARE APPROVED AND MAY BE REVOKED IF WORK REQUIRED IN THESE SPECIFICATIONS ARE NOT COMPLIED WITH.

CONSTRUCTION SITES SHALL BE MAINTAINED BY IMPLEMENTATION OF BMPS IN SUCH MANNER THAT POLLUTANTS ARE NOT DISCHARGED FROM THE SITE TO THE MAXIMUM EXTENT PRACTICABLE. A FEW REFERENCES AVAILABLE TO HELP WITH SELECTION AND IMPLEMENTATION OF APPLICABLE BMPS ARE:

1. CALIFORNIA STORM WATER BEST MANAGEMENT PRACTICE HANDBOOK, AMERICAN PUBLIC WORKS ASSOCIATION, MARCH 1993;
2. THE CONSTRUCTION SITE BEST MANAGEMENT PRACTICES MANUAL, NOVEMBER 2000;
3. STORM WATER POLLUTION PREVENTION PLAN AND WATER POLLUTION CONTROL PROGRAM PREPARATION MANUAL, NOVEMBER 2000;
4. CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD'S SAN FRANCISCO BAY REGION, GUIDELINES FOR CONSTRUCTION PROJECTS; AND
5. CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD'S SAN FRANCISCO BAY REGION, EROSION AND SEDIMENT CONTROL FIELD MANUAL, JULY 1999.

ALL DISCHARGES INTO THE STORM DRAIN SYSTEM ARE PROHIBITED EXCEPT FOR POTABLE WATER, PROPERLY TREATED DISCHARGE, AND THOSE DISCHARGES SPECIFICALLY APPROVED BY THE ENGINEER. THE FOLLOWING ARE SOME OF THE PROHIBITED DISCHARGES:

1. DISCHARGES THAT COULD HAVE AN IMPACT ON HUMAN HEALTH OR THE ENVIRONMENT, CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE;
2. DISCHARGES THAT EXCEED ANY APPLICABLE WATER QUALITY STANDARD CONTAINED IN A STATEWIDE WATER QUALITY CONTROL PLAN OR LOCAL BASIN PLAN; AND
3. DISCHARGES CONTAINING HAZARDOUS SUBSTANCES EQUAL TO OR IN EXCESS OF A REPORTABLE QUANTITY LISTED IN FEDERAL REGULATIONS 40 CFR, PARTS 117 AND 302.

MATERIALS THAT CAN CAUSE OR CONTRIBUTE TO POLLUTION OR A VIOLATION OF ANY APPLICABLE WATER QUALITY STANDARD INCLUDE, BUT ARE NOT LIMITED TO: SEDIMENTS; SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES OR HERBICIDES AND WOOD PRESERVATIVES OR SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS OR HYDRAULIC, RADIATOR AND BATTERY FLUIDS; FERTILIZERS; VEHICLE AND EQUIPMENT WASH WATER OR CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE AND EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND CHLORINATED POTABLE WATER LINE FLUSHINGS.

UNLESS EXEMPTED OR AUTHORIZED BY AN NPDES PERMIT, ALL NON-STORM WATER DISCHARGES REQUIRE PRIOR APPROVAL BY THE CITY OR THE STATE WATER RESOURCES CONTROL BOARD WITH ENGINEER APPROVAL.

DURING CONSTRUCTION, TEMPORARY STORAGE OF SUCH MATERIALS AS IDENTIFIED ABOVE MUST OCCUR IN A DESIGNATED AREA PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.

DE-WATERING OF CONTAMINATED GROUNDWATER OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED.

UNLESS INDICATED OTHERWISE BY THE CITY, ALL PROJECTS, REGARDLESS OF SIZE, SHALL SUBMIT FOR REVIEW AND APPROVAL, A WATER QUALITY MANAGEMENT PLAN (WQMP). THE WQMP SHALL CONSIST OF POST CONSTRUCTION BMPS WHICH SHALL REMAIN IN EFFECT THROUGHOUT THE LIFE OF THE FACILITY. REFER TO WQMP GUIDELINES.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

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REGISTERED PROFESSIONAL ENGINEER
GARRETT D. MURAWSKY
C 90365
CIVIL
STATE OF CALIFORNIA
5/16/2022

BENCHMARK

BASIS OF ELEVATION:
ELEVATIONS ARE BASED ON THE CALIFORNIA SPATIAL REFERENCE CENTER CONTINUOUS GPS STATION "CRFP", DESCRIBED AS "CRAFTON HILLS CO."
ELEV.= 2367.83 FEET (NAVD 88, YEAR OF ADJUSTMENT, 2017)
SURVEY DATE:JUNE 2021

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

GENERAL NOTES

G-3

Designed by: JRR Date: 5/16/2022
Checked by: KCK Date: 5/16/2022
Drawn by: JRR Date: 5/16/2022
Checked by: KCK Date: 5/16/2022

Reviewed By: 5/16/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

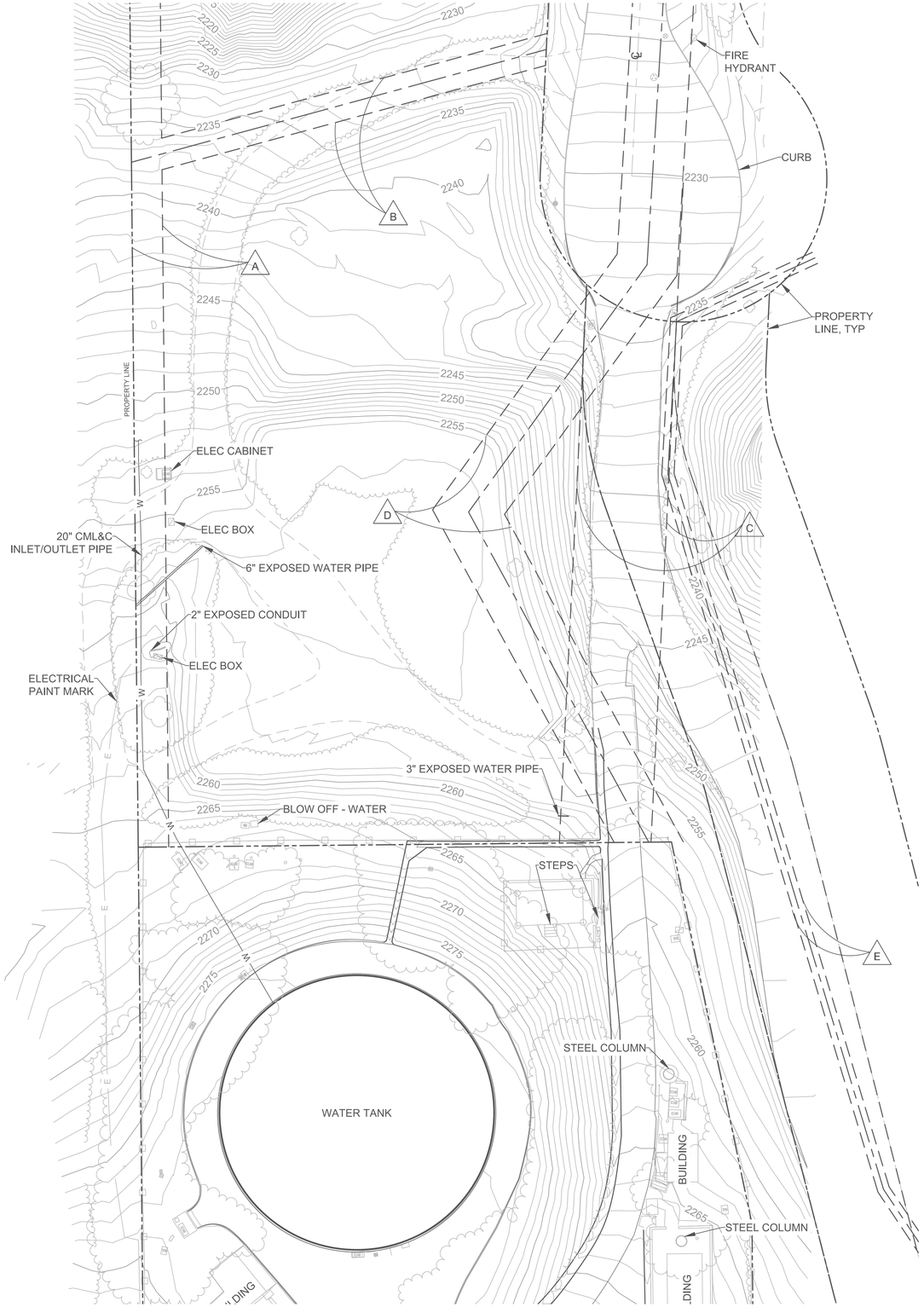
Approved By: 5/16/2022
Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date

Sheet 03 of 14 Sheets

D-20558

P:\REDLND\REDLND.003_Sunset Reservoir\4_EngDesign\2_Dwgs\1-Gen\G-3_GeneralNotes.dwg | Plotted: 5/17/2022

BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022



EXISTING CONDITIONS SURVEY

SCALE : 1" = 20'-0"

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BASIS OF BEARINGS:
COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, 1983 NAD (2017.50 EPOCH).

BEARINGS ARE BASED ON THE BEARING BETWEEN CALIFORNIA SPATIAL REFERENCE CENTER CONTINUOUS GPS STATIONS "CRFP" TO "RTHS" BEING N77°05'25"W

BASIS OF ELEVATION:
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ELEV. = 2367.83 FEET (NAVD 88, YEAR OF ADJUSTMENT, 2017)

SURVEY DATE:JUNE 2021

A 10 FOOT EASEMENT TO CALIFORNIA WATER, AND TELEPHONE COMPANY AND SOUTHERN CALIFORNIA EDISON CO. FOR PUBLIC UTILITIES PER O.R. 6818/764.

B 10 FOOT PRIVATE PIPELINE EASEMENT TO THE CITY OF REDLANDS

C 30 FOOT PRIVATE ACCESS EASEMENT TO THE CITY OF REDLANDS

D 20 FOOT EASEMENT FOR PUBLIC UTILITY AND ROADS PER O.R. 265/302 TO THE CITY OF REDLANDS

E 4 FOOT EASEMENT FOR UTILITY PURPOSES IN FAVOR OF SO. CALIF. EDISON CO. PER INST. NO. 87-310571 O.R.

SURVEY LEGEND

- TPB -TELE COMM. PULLBOX
- -DECIDUOUS TREE
- ECAB -ELECTRICAL CABINET
- -ELECTRICAL PULLBOX
- -ELECTRICAL RISER
- -EVERGREEN TREE
- -FENCE
- -FIRE HYDRANT
- ICV -IRR CONTROL VALVE
- -POST
- -STORM DRAIN MANHOLE
- -WATER METER
- -WATER VALVE
- -FENCE
- —E— -ELECTRICAL LINE
- —W— -WATER LINE

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5/16/2022

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Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

EXISTING CONDITIONS SURVEY

C-1

Designed by: JRR Date: 5/16/2022
Checked by: KCK Date: 5/16/2022
Drawn by: JRR Date: 5/16/2022
Checked by: KCK Date: 5/16/2022

Reviewed By: 5/16/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

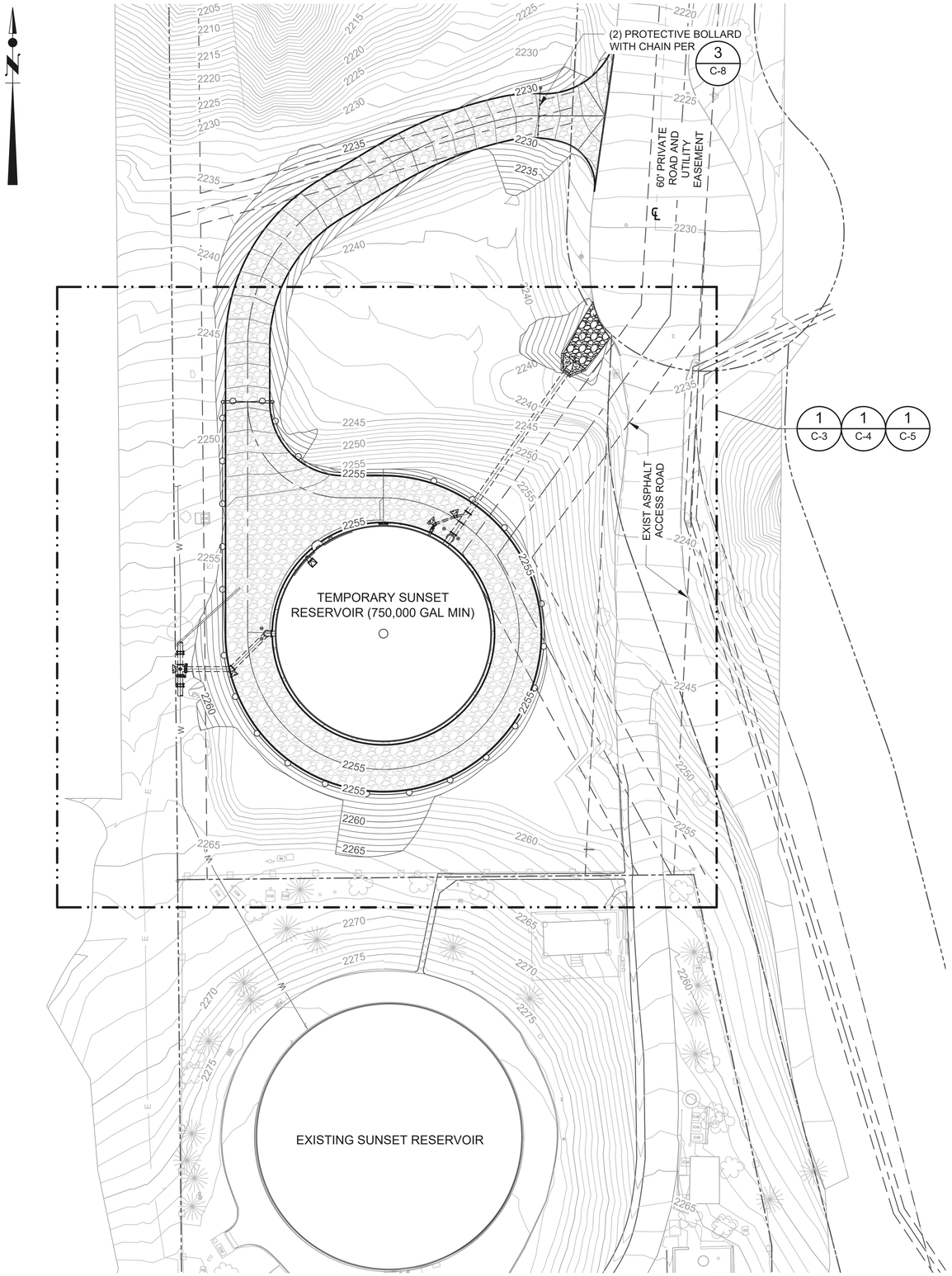
Approved By: 5/16/2022
Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date

Sheet 04 of 14 Sheets

D-20558

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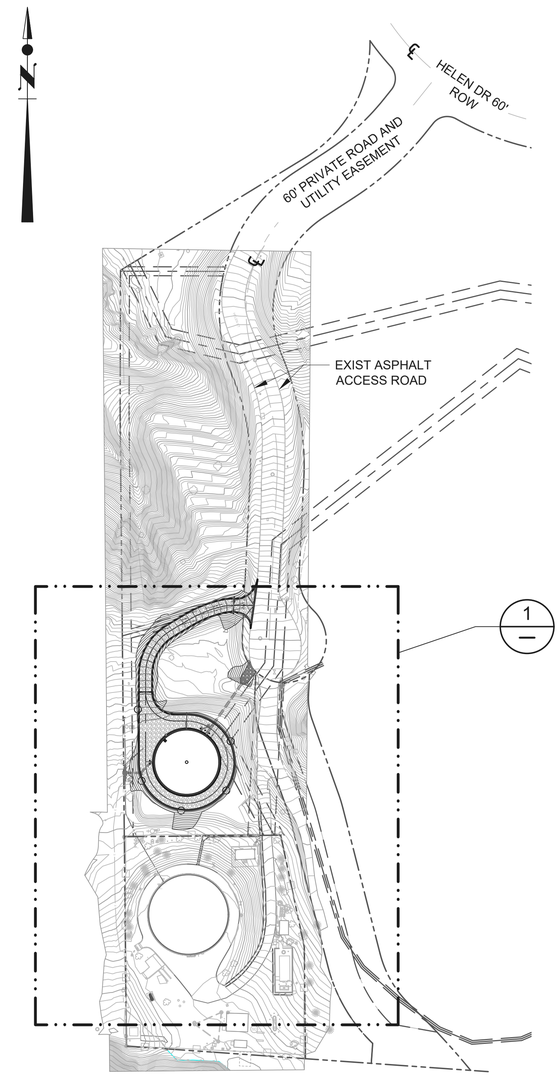
BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022



OVERALL SITE PLAN

SCALE : 1" = 20'-0"

1 —



LOCATION PLAN

SCALE : 1" = 80'-0"

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

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SURVEY DATE:JUNE 2021

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Revisions

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REGISTERED PROFESSIONAL ENGINEER GARRETT D. MURAWSKY C 90365 CIVIL STATE OF CALIFORNIA

5/16/2022

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

OVERALL SITE IMPROVEMENTS PLAN

C-2

Designed by: GDM Date: 5/16/2022
Checked by: KCK Date: 5/16/2022
Drawn by: GDM Date: 5/16/2022
Checked by: KCK Date: 5/16/2022

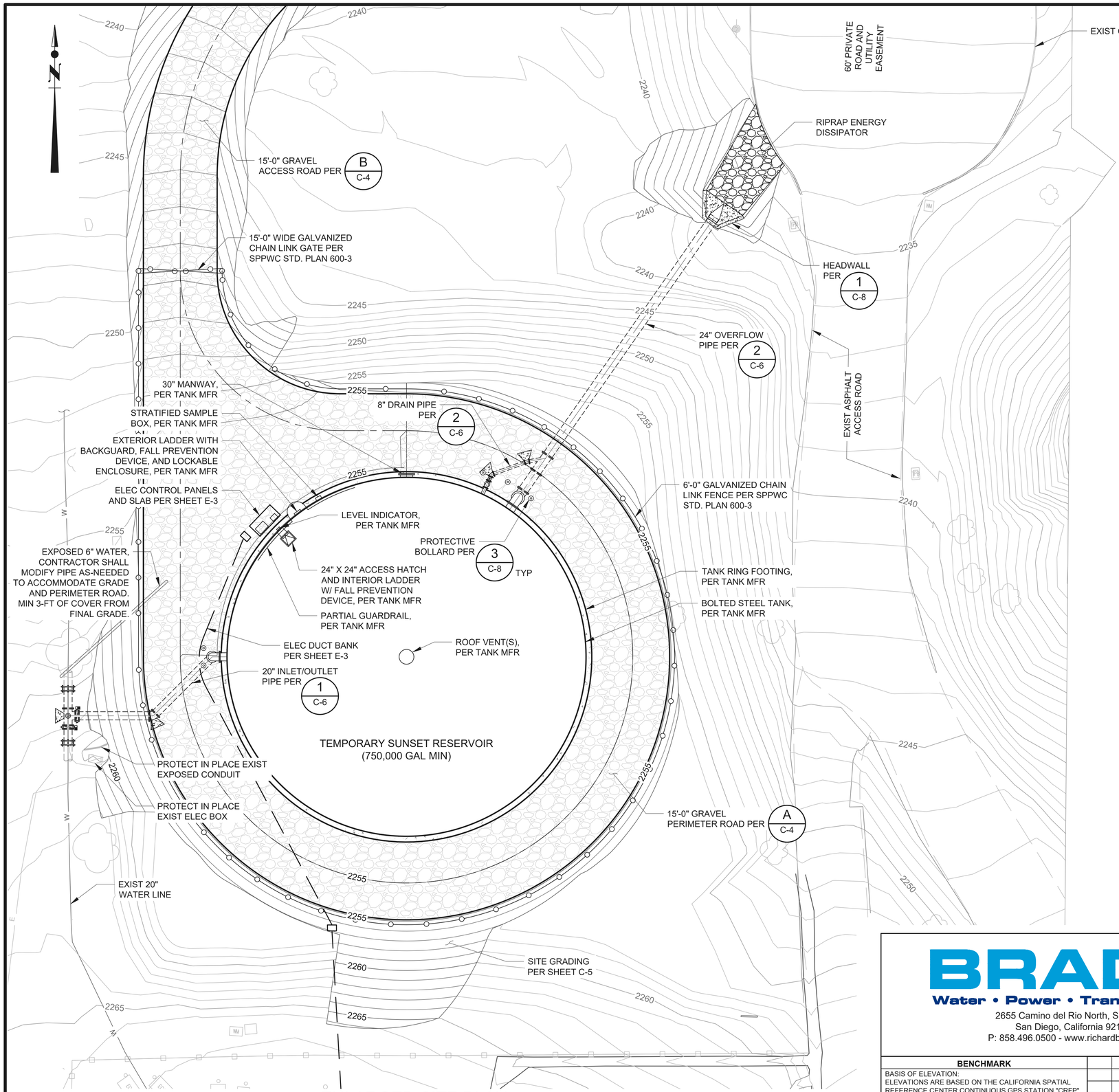
Reviewed By: 5/16/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Approved By: 5/16/2022
Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date

Sheet 05 of 14 Sheets

D-20558

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BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022



ENLARGED SITE PLAN

SCALE : 1" = 10'-0"

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

NOTES:

1. ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS NOTED ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO THE START OF ANY CONSTRUCTION AND TO PROTECT IN PLACE ALL SUCH FACILITIES FROM ANY DAMAGE OR INTERFERENCE WITH THEIR SERVICE AND BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING THE RESPECTIVE UTILITY COMPANIES.

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5/16/2022

BENCHMARK

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SURVEY DATE:JUNE 2021

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Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

ENLARGED SITE IMPROVEMENTS PLAN

C-3

Designed by: GDM Date: 5/16/2022
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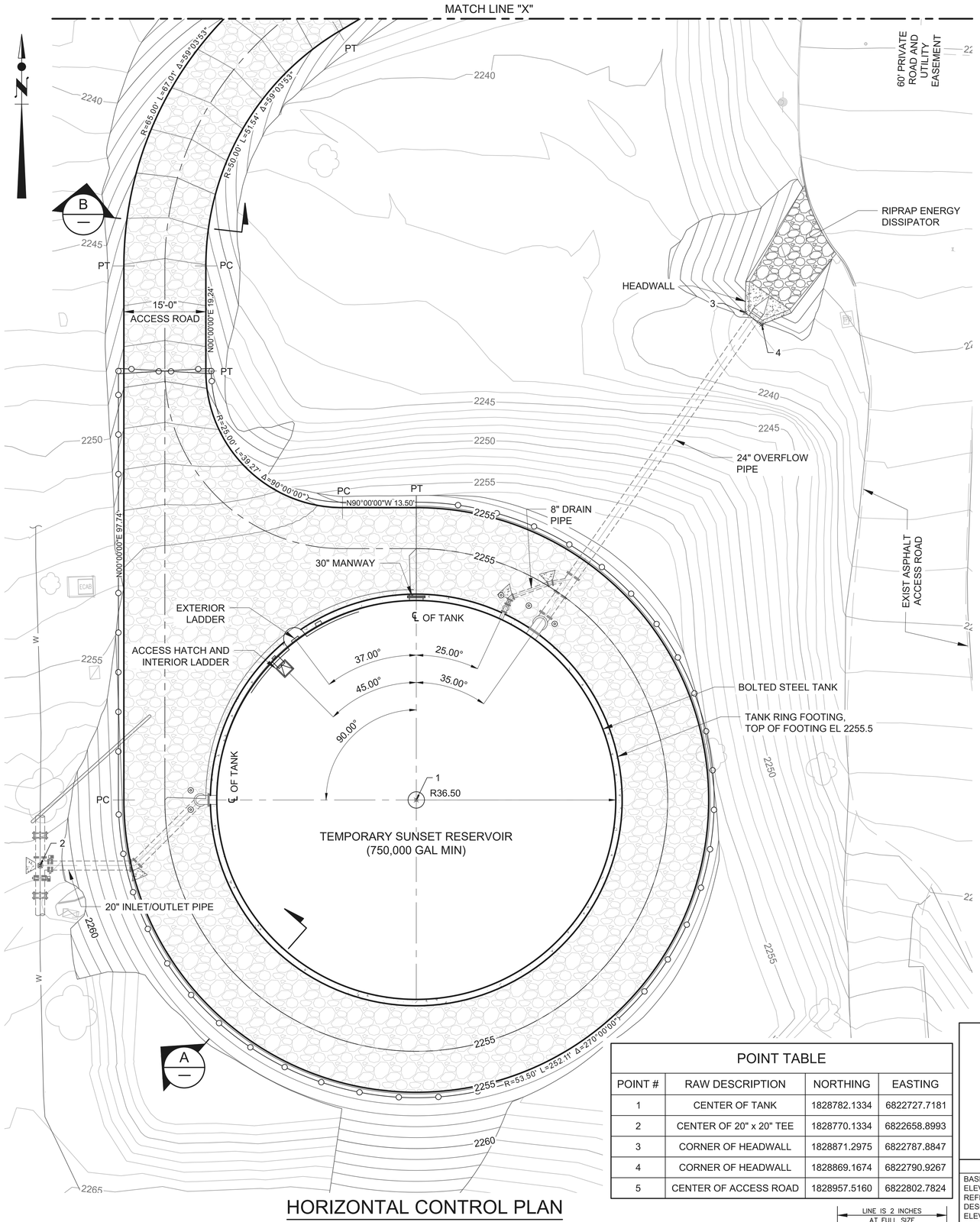
Reviewed By: Date: 5/16/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Approved By: Date: 5/16/2022
Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date

Sheet 06 of 14 Sheets

D-20558

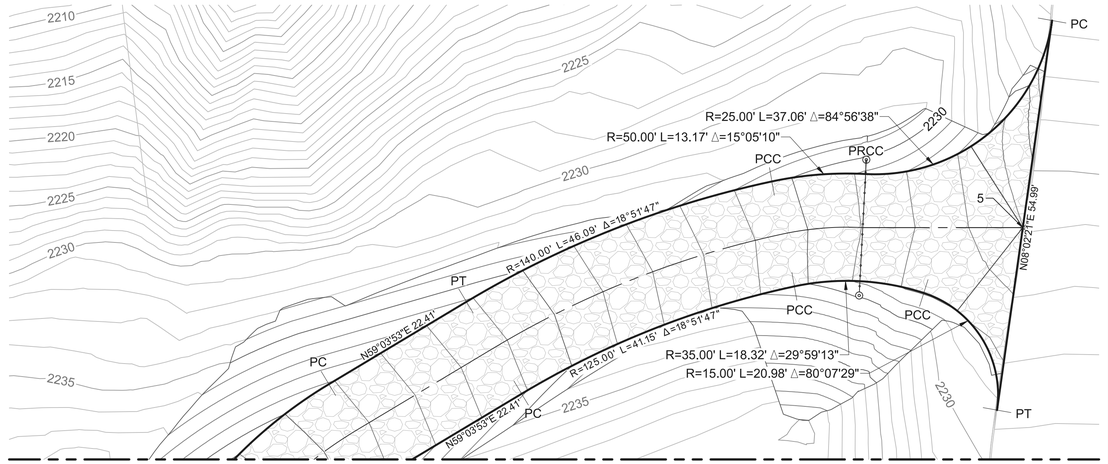
P:\REDLND\REDLND.003_Sunset Reservoir\4_EngDesign\2_Dwgs\2-Civ\C-3_EnlargedSitePlan.dwg | Plotted: 5/17/2022

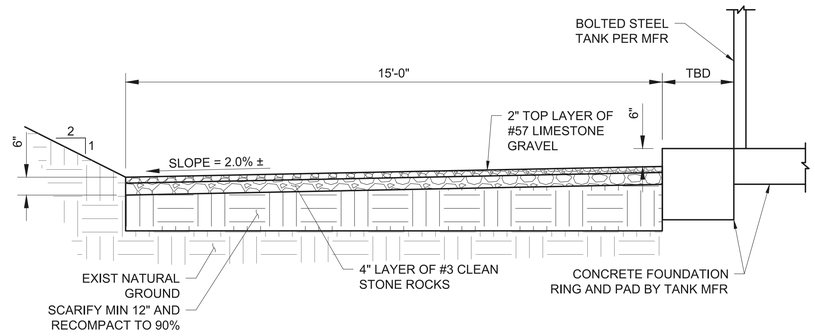
BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022



HORIZONTAL CONTROL PLAN

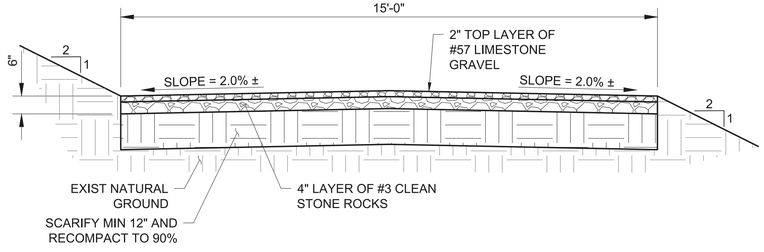
SCALE : 1" = 10'-0"





PERIMETER ROAD SECTION (A)

SCALE: NONE



ACCESS ROAD SECTION (B)

SCALE: NONE

POINT TABLE

POINT #	RAW DESCRIPTION	NORTHING	EASTING
1	CENTER OF TANK	1828782.1334	6822727.7181
2	CENTER OF 20" x 20" TEE	1828770.1334	6822658.8993
3	CORNER OF HEADWALL	1828871.2975	6822787.8847
4	CORNER OF HEADWALL	1828869.1674	6822790.9267
5	CENTER OF ACCESS ROAD	1828957.5160	6822802.7824

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BRADY
Water • Power • Transportation
2655 Camino del Rio North, Suite 100
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REGISTERED PROFESSIONAL ENGINEER
GARRETT D. MURAWSKI
C 90365
CIVIL
STATE OF CALIFORNIA
5/16/2022

BENCHMARK

BASIS OF ELEVATION:
ELEVATIONS ARE BASED ON THE CALIFORNIA SPATIAL REFERENCE CENTER CONTINUOUS GPS STATION "CRFP", DESCRIBED AS "CRAFTON HILLS CO."
ELEV.= 2367.83 FEET (NAVD 88, YEAR OF ADJUSTMENT, 2017)
SURVEY DATE:JUNE 2021

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

HORIZONTAL CONTROL PLAN

C-4

Designed by: GDM
Date: 5/16/2022
Checked by: KCK
Date: 5/16/2022
Drawn by: GDM
Date: 5/16/2022
Checked by: KCK
Date: 5/16/2022

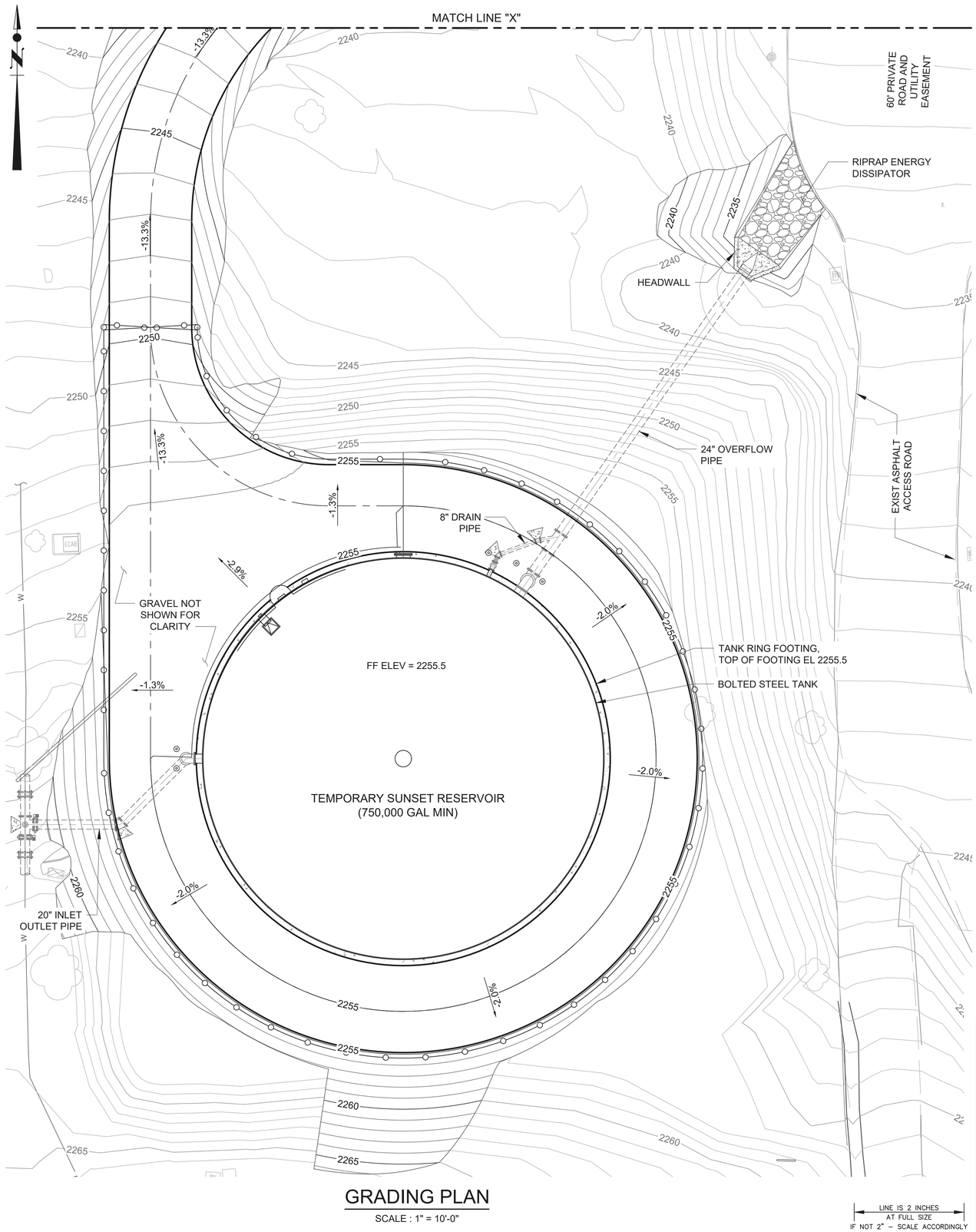
Reviewed By: 5/16/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Approved By: 5/16/2022
Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date

Sheet 07 of 14 Sheets

D-20558

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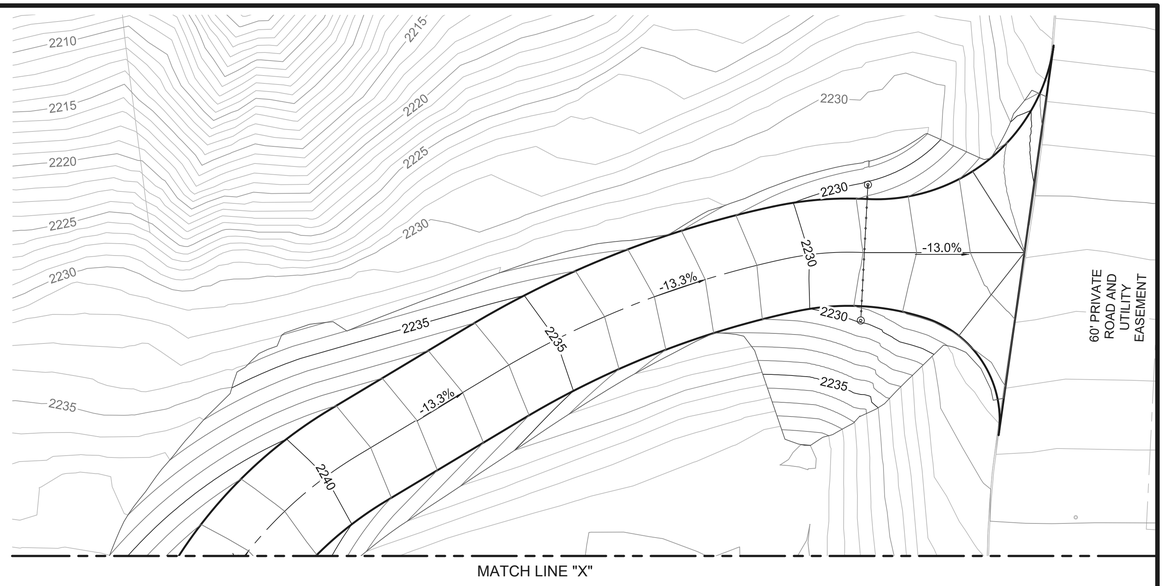
BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022



GRADING PLAN

SCALE : 1" = 10'-0"

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY



NOTES:

1. ALL EXISTING UNDOCUMENTED FILL BENEATH THE PROPOSED RESERVOIR PAD SHALL BE COMPLETELY REMOVED TO EXPOSE COMPETENT SAN TIMOTEO FORMATION SOILS.
2. GEOTECHNICAL ENGINEER SHALL CONFIRM THE EXCAVATION BOTTOM MEETS THE CRITERIA FOR COMPETENT FORMATION SOILS BEFORE PLACEMENT OF ANY FILL.
3. CONTRACTOR SHALL REFER TO THE REPORT OF GEOTECHNICAL INVESTIGATION SUNSET TEMPORARY RESERVOIR CITY OF REDLANDS, CALIFORNIA, PREPARED BY GROUP DELTA CONSULTANTS, INC., DATED MARCH 2, 2022 FOR OVER-EXCAVATION, GRADING, AND COMPACTION REQUIREMENTS.

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5/16/2022

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SURVEY DATE:JUNE 2021

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Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

GRADING PLAN

C-5

Designed by: GDM Date: 5/16/2022
Checked by: KCK Date: 5/16/2022
Drawn by: GDM Date: 5/16/2022
Checked by: KCK Date: 5/16/2022

Reviewed By: 5/16/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Approved By: 5/16/2022
Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date

Sheet 08 of 14 Sheets

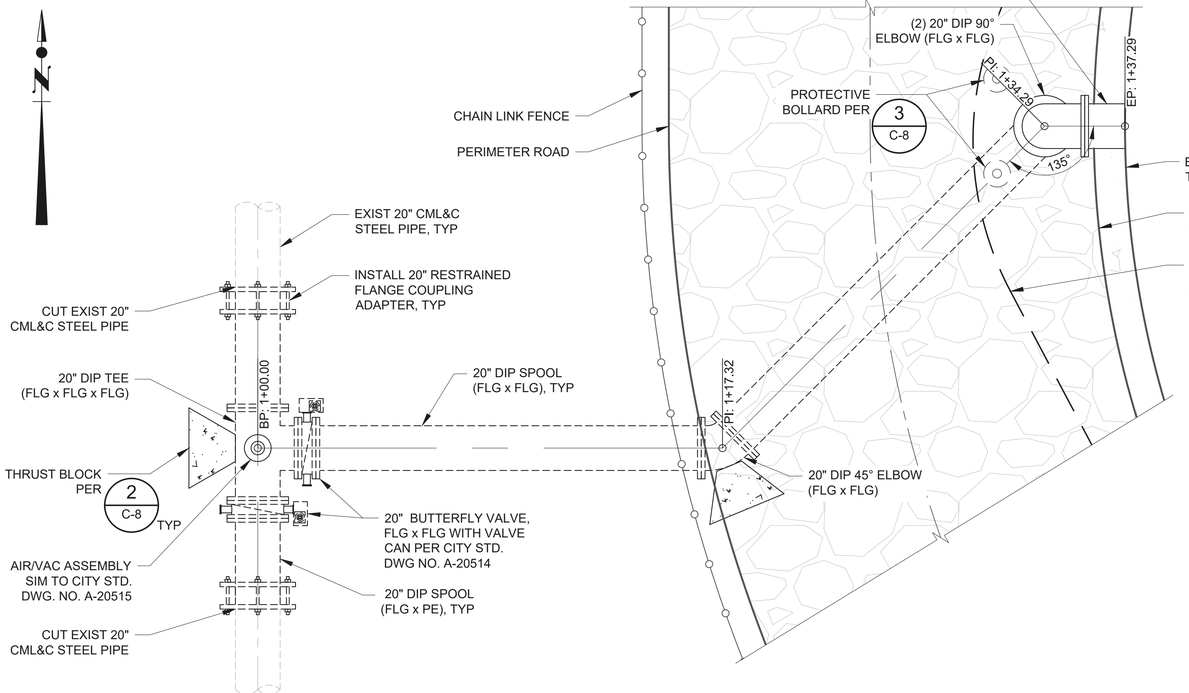
D-20558

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BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022

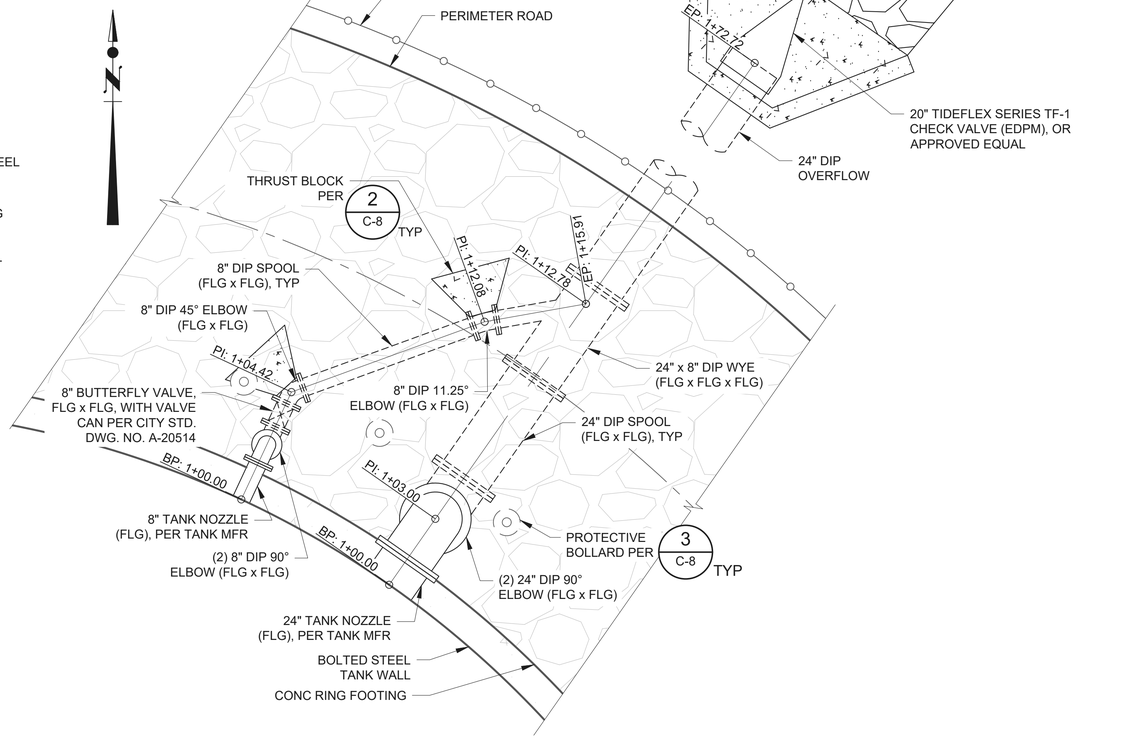
NOTES:

1. PIPE ELEVATIONS WERE DETERMINED FROM AVAILABLE AS-BUILTS. CONTRACTOR SHALL POTHOLE AND FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
2. PIPE TRENCHING/EXCAVATION AND BACKFILL SHALL BE IN ACCORDANCE WITH CITY OF REDLANDS WATER SYSTEMS STANDARD SPECIFICATIONS. TRENCH REPAIRS SHALL BE SIM TO CITY OF REDLANDS STD. DWG. NUM 191.
3. UNLESS OTHERWISE NOTED, ALL PIPE CONNECTIONS SHALL BE FLANGED.
4. UNLESS OTHERWISE NOTED, ALL VERTICAL AND HORIZONTAL BENDS FOR WATER PIPELINES SHALL HAVE THRUST BLOCKS PER DETAIL 2 / SHEET C-8.
5. PROVIDE DIELECTRIC PROTECTION AT CONNECTIONS BETWEEN DISSIMILAR METALS.
6. PROTECTIVE BOLLARDS SHALL BE FIELD LOCATED BY CONSTRUCTION MANAGER.
7. CONTRACTOR SHALL SUBMIT PIPE SHOP DRAWINGS OF PROPOSED PIPE LAYOUT FOR REVIEW AND APPROVAL.
8. INLET/OUTLET PIPE PROFILE PER 1 / C-7
9. DRAIN PIPE PROFILE PER 2 / C-7
10. OVERFLOW PIPE PROFILE PER 3 / C-7



20" INLET/ OUTLET PIPE PLAN 1

SCALE: 3/8" = 1'-0"



20" OVERFLOW AND 8" DRAIN PIPE PLAN 2

SCALE: 3/8" = 1'-0"

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

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REGISTERED PROFESSIONAL ENGINEER GARRETT D. MURAWSKY C 90365 CIVIL STATE OF CALIFORNIA
5/16/2022

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

YARD PIPING PLAN

C-6

Designed by: GDM Date: 5/16/2022
Checked by: KCK Date: 5/16/2022
Drawn by: GDM Date: 5/16/2022
Checked by: KCK Date: 5/16/2022

Reviewed By: 5/16/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

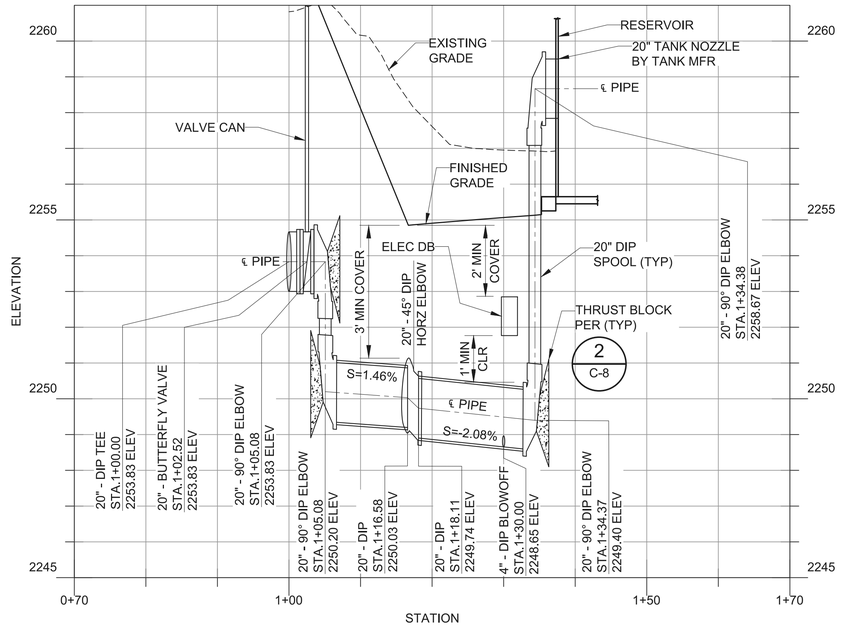
Approved By: 5/16/2022
Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date

Sheet 09 of 14 Sheets

D-20558

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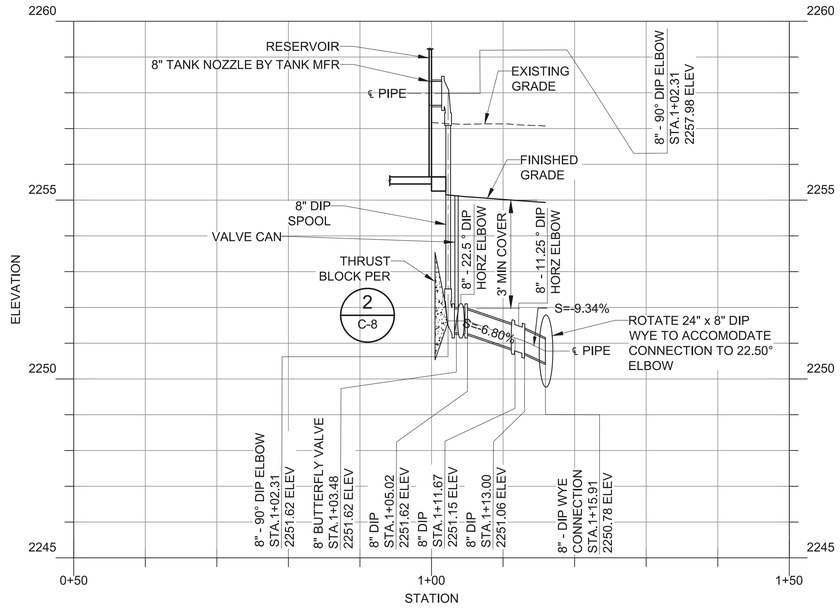
BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022



20" INLET/ OUTLET PIPE PROFILE

1

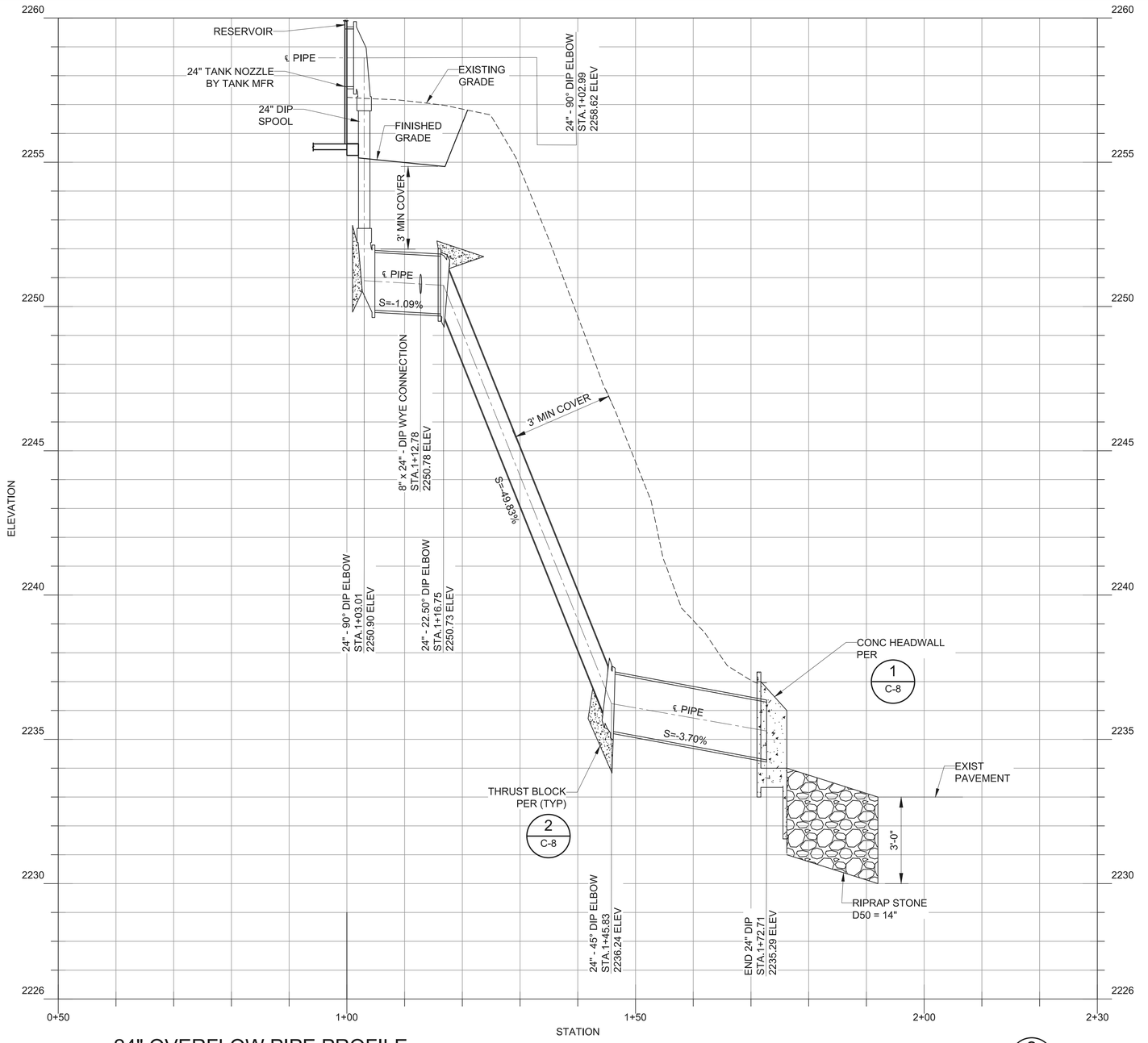
SCALE: 1" = 10'-0" HORZ
1" = 2'-0" VERT



8" DRAIN LINE PROFILE

2

SCALE: 1" = 10'-0" HORZ
1" = 2'-0" VERT



24" OVERFLOW PIPE PROFILE

3

SCALE: 1" = 10'-0" HORZ
1" = 2'-0" VERT

NOTES:

1. PIPE ELEVATIONS WERE DETERMINED FROM AVAILABLE AS-BUILTS. CONTRACTOR SHALL POTHOLE AND FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
2. PIPE TRENCHING/EXCAVATION AND BACKFILL SHALL BE IN ACCORDANCE WITH CITY OF REDLANDS WATER SYSTEMS STANDARD SPECIFICATIONS.
3. UNLESS OTHERWISE NOTED, ALL PIPE CONNECTIONS SHALL BE FLANGED.
4. UNLESS OTHERWISE NOTED, ALL VERTICAL AND HORIZONTAL BENDS FOR WATER PIPELINES SHALL HAVE THRUST BLOCKS PER DETAIL 2 / SHEET C-8.
5. PROVIDE DIELECTRIC PROTECTION AT CONNECTIONS BETWEEN DISSIMILAR METALS.
6. BLOW-OFF SIM TO CITY STD. DWG. NO. A-20518

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5/16/2022

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SURVEY DATE:JUNE 2021

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

PIPING PROFILES

C-7

Designed by: GDM
Date: 5/16/2022
Checked by: KCK
Date: 5/16/2022
Drawn by: JRR
Date: 5/16/2022
Checked by: KCK
Date: 5/16/2022

Reviewed By: 5/16/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

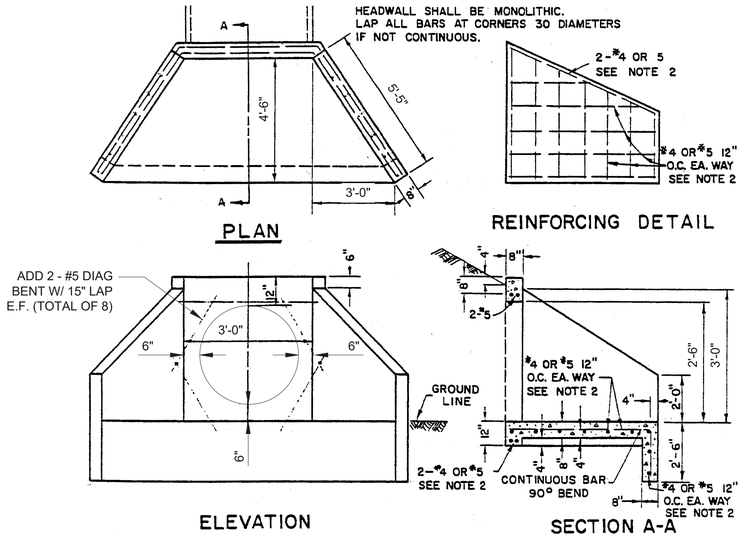
Approved By: 5/16/2022
Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date

Sheet 10 of 14 Sheets

D-20558

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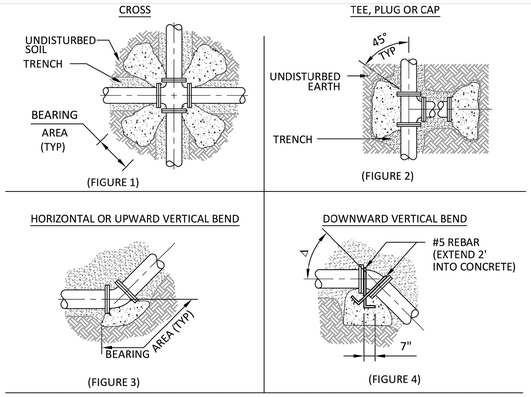
BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022



NOTES:
1. HEADWALL SHALL BE CONSTRUCTED OF CLASS A CONCRETE.
2. REINFORCING STEEL SHALL BE NO. 4 BARS.
3. ADJACENT SLOPES SHALL BE 2 TO 1 OR FLATTER.

HEADWALL WING-TYPE DETAIL 1

SCALE : NONE



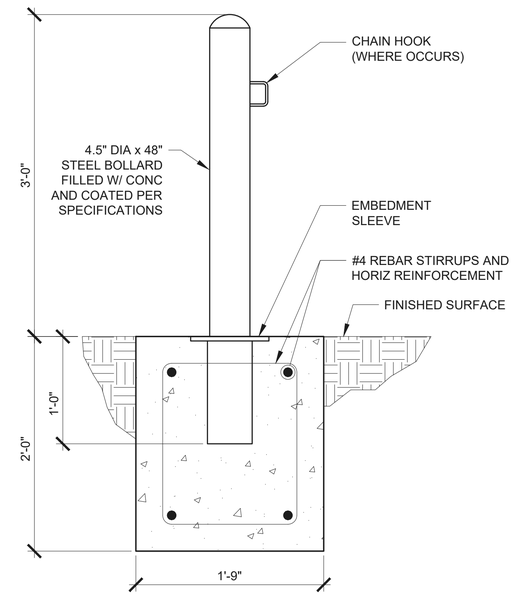
NOTES:

1. ALL CONCRETE SHALL BE 3000 PSI MINIMUM, 28 DAYS COMPRESSIVE STRENGTH. CONCRETE IS TO BE PLACED AGAINST UNDISTURBED EARTH. TABLE BELOW DENOTES MINIMUM BEARING AREA OR VOLUME OF THRUST BLOCK. SPECIAL DESIGN CALCULATIONS ARE TO BE SUBMITTED TO SBMWD FOR APPROVAL IF ALLOWABLE SOIL BEARING CAPACITY IS LESS THAN 3000 PSF. ALL VERTICAL SURFACES NOT BEARING AGAINST UNDISTURBED EARTH SHALL BE FORMED.

	BEARING AREA IN SQ FT						CONC/CU YDS		
PIPE ID	FIGURE	FIGURE	FIGURE 3, △				FIGURE 4, △		
	1	2	90°	45°	22-1/2°	11-1/4°	45°	22-1/2°	11-1/4°
4"	2	2	2	2	1	1	1.0	0.5	0.5
6"	2	3	4	2	1	1	1.5	1.0	0.5
8"	3	5	7	4	2	1	3.0	1.5	1.0
10"	4	8	11	6	3	2	4.0	2.5	1.5
12"	6	11	15	8	4	2	6.0	3.0	1.5
16"	10	20	28	15	8	4	10.5	6.0	3.0
18"	13	25	35	19	10	5	13.5	7.5	3.5
20"	16	31	44	24	12	6	16.0	9.0	4.5
24"	22	44	63	34	17	9	23.5	12.5	6.5

THRUST BLOCK DETAIL 2

SCALE : NONE



PROTECTIVE BOLLARD DETAIL 3

SCALE : NONE

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AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

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5/16/2022

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

CIVIL DETAILS

C-8

Designed by: GDM Date: 5/16/2022
Checked by: KCK Date: 5/16/2022
Drawn by: GDM Date: 5/16/2022
Checked by: KCK Date: 5/16/2022

Reviewed By: 5/16/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Approved By: 5/16/2022
Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date

Sheet 11 of 14 Sheets

D-20558

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BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022

ABBREVIATIONS

A	AMBER, AMPERE, ALARM	GND	GROUND	PVC	POLYVINYL CHLORIDE
AC	ALTERNATING CURRENT	GV	GENERAL VALVE OR GATE VALVE	PW	POTABLE WATER
AE	ANALYZER ELEMENT	#8G	#8 GROUND WIRE	2P	2 POLE
AFF	ABOVE FINISHED FLOOR			3P	3 POLE
AI	ANALOG INPUT	H	HIGH OR HUMIDISTAT		
AIC	AVAILABLE INTERRUPTING CURRENT	HDPE	HIGH-DENSITY POLYETHYLENE	QTY	QUANTITY
AIT	ANALYZING INDICATING TRANSMITTER	HH	HANDHOLE		
AMP	AMPERES	HMI	HUMAN MACHINE INTERFACE	R	RED, RAISE, RELAY OR REVERSE
AO	ANALOG OUTPUT	HOA	HAND-OFF-AUTO	REC	RECEPTACLE
AR	ALARM RELAY	HOR	HAND-OFF-REMOTE	RGS	RIGID STEEL GALVANIZED CONDUIT
ARV	AIR RELIEF VALVE	HP	HORSEPOWER	RSVR	RESERVOIR
ASC	AMPS SHORT CIRCUIT	HPS	HIGH PRESSURE SODIUM	RTU	REMOTE TERMINAL UNIT
ATS	AUTOMATIC TRANSFER SWITCH	HS	HAND SWITCH	R/W	RIGHT-OF-WAY
AWG	AMERICAN WIRE GAGE	HV	HAND VALVE		
		HZ	HERTZ (CYCLES PER SECOND)	S2	SIZE 2 STARTER
BLK	BLACK			SCADA	SUPERVISORY CONTROL AND DATA AQUISITION
BLU	BLUE	I/O	INPUT/OUTPUT		
BC	BATTERY CHARGER	INST	INSTANTANEOUS	SCE	SOUTHERN CALIFORNIA EDISON
BFV	BUTTERFLY VALVE	IS	INTRUSION SWITCH	SCH	SCHEDULE
BKR	BREAKER			SD	SMOKE DETECTOR
BLDG	BUILDING	J	JUNCTION BOX	SEC	SECONDARY
BP	BYPASS	JA	POWER ALARM	SH	SPACE HEATER
BV	BALL VALVE	JB	JUNCTION BOX	SHC	SODIUM HYPOCHLORITE
		JBOX	JUNCTION BOX	SHLD	SHIELDED
C	CLOSE, COUNTER, CONTACTOR OR CONDUIT	JY	POWER RELAY	SHT	SHEET
				SM	SURFACE MOUNTED
CAB	CABINET	K	KEY INTERLOCK	SN	SOLID NEUTRAL
CAP	CAPACITOR	KV	KILOVOLT	SP	SINGLE POLE
CB	CIRCUIT BREAKER	KVA	KILOVOLT AMPERE	SPCP	SUMP PUMP CONTROL PANEL
CB "A"	CIRCUIT BREAKER AUXILIARY CONTACT (OPEN WHEN BREAKER IS OPEN OR TRIPPED, CLOSED WHEN BREAKER IS CLOSED)	KW	KILOWATT	SPDT	SINGLE POLE DOUBLE THROW
		KWH	KILOWATT HOUR	SPST	SINGLE POLE SINGLE THROW
				SQ FT	SQUARE FEET
		L	LOW, LEVEL OR LONG	SS	SELECTOR SWITCH
CB "B"	CIRCUIT BREAKER AUXILIARY CONTACT (CLOSED WHEN BREAKER IS OPEN OR TRIPPED, OPEN WHEN BREAKER IS CLOSED)	LC	LIGHTING CONTACTOR	STA	STATION
		LE	LEVEL ELEMENT	STD	STANDARD
		LIT	LEVEL TRANSMITTER	SUPV	SUPERVISORY CONTROL
CEC	CALIFORNIA ELECTRICAL CODE	LOR	LOCAL-OFF-REMOTE	SV	SOLENOID VALVE
CKT	CIRCUIT	LS	LIMIT OR LEVEL SWITCH	SW	SWITCH
CL	CENTERLINE	LSH	LEVEL SWITCH HIGH		
CLF	CURRENT LIMITING FUSE	LSL	LEVEL SWITCH LOW	T	THERMOSTAT, TIMER OR TOTALIZER
CLK	CLOCK	LT	LIGHT	TB	TERMINAL BLOCK
C.O.	CONDUIT OPEN OR CONDUIT ONLY	LTG	LIGHTING	TD	TIME DELAY RELAY
COM	COMMUNICATIONS	LTS	LIGHTS	TEL	TELEPHONE
COMM	COMMUNICATIONS			TEMP	TEMPERATURE
CONN	CONNECTION	M	MOTOR OR MAGNETIC MOTOR STARTER	TQ	TORQUE
CP	CONTROL PANEL	MA	MILLIAMPERE	TSH	TEMPERATURE SWITCH HIGH
CPT	CONTROL POWER TRANSFORMER	MAX	MAXIMUM	TSP	TWISTED SHIELDED PAIR
CR	CURRENT OR CONTROL RELAY	MCM	THOUSAND CIRCULAR MIL	TTB	TELEPHONE TERMINAL BOX
CS	CONTROL STATION	MCP	MOTOR CIRCUIT PROTECTORS	TYP	TYPICAL
CT	CYCLE TIMER OR CURRENT TRANSFORMER	MFG	MANUFACTURING		
CU	COPPER	MFR	MANUFACTURER	UG	UNDERGROUND
CV	CHECK VALVE	MH	MANHOLE OR MOUNTING HEIGHT	UL	UNDERWRITERS LABORATORY
2/C	2 CONDUCTOR	MIN	MINIMUM	UNO	UNLESS NOTED OTHERWISE
4"C	4" CONDUIT	MISC	MISCELLANEOUS	UPS	UNINTERRUPTIBLE POWER SUPPLY
		MNPT	MALE NATIONAL PIPE THREAD	UV	UNDER VOLTAGE
D	DEEP	MOM	MOMENTARY		
DEMEO	DEMOLITION	MOV	MOTOR OPERATED VALVE	V	VOLTS
DC	DIRECT CURRENT	MS	MOTION SENSOR	VA	VOLT AMPERE
DI	DISCRETE INPUT OR DIGITAL INPUT	MSB	MAIN SWITCHBOARD	VAC	ALTERNATING CURRENT VOLTAGE
DIA	DIAMETER	MSH	MOTOR SPACE HEATER	VAR	VAR-METER OR VARIABLE
DN	DOWN	MV	MILLIVOLT	VDC	DIRECT CURRENT VOLTAGE
DO	DISCRETE OUTPUT OR DIGITAL OUTPUT			VLS	VALVE LIMIT SWITCH
DP	DIFFERENTIAL PRESSURE	N	NEUTRAL	VM	VOLTMETER
DPDT	DOUBLE POLE DOUBLE THROW	NEU	NEUTRAL	VPI	VALVE POSITION INDICATOR
DPST	DOUBLE POLE SINGLE THROW	NC	NORMALLY CLOSED	VS	VOLTMETER SWITCH
DS	DISCONNECT SWITCH OR DOOR SWITCH	NEC	NATIONAL ELECTRICAL CODE		
DWG	DRAWING	NEMA	NATIONAL ELECTRICAL MFG'S ASSOC.	W	WATTS OR WIDE
		NIC	NOT IN CONTRACT	WH	WATTHOUR METER
EC	EMPTY CONDUIT	NO	NORMALLY OPEN	WHT	WHITE
EF2	EXHAUST FAN #	NTS	NOT TO SCALE	WP	WEATHERPROOF
EL	ELEVATION OR EMERGENCY LIGHT				
EMT	ELECTRICAL METALLIC TUBING	O	OPEN	X	AUXILIARY RELAY
EQUIP	EQUIPMENT EQUIP	OH	OVERHEAD	XFMR	TRANSFORMER
ETM	ELAPSED TIME METER	OIT	OPERATOR INTERFACE TERMINAL	XMTR	TRANSMITTER
EXIST	EXISTING	OL	OVERLOAD		
				Y	YELLOW
FAS	FLOOD ALARM SWITCH	P	PRIMARY OR POLE		
FBO	FURNISHED BY OTHERS	P&ID	PIPING AND INSTRUMENTATION DIAGRAM	Z	AUXILIARY RELAY
FE	FLOW SENSOR	PB	PUSH BUTTON OR PULL BOX	ZS	POSITION SWITCH
FF	FINISHED FLOOR	PE	PRESSURE ELEMENT	ZSC	POSITION SWITCH CLOSED
FL	FLOOR	PH	PHASE	ZSL	POSITION SWITCH LOW (I.E. INTRUSION SW)
FLA	FULL LOAD AMPERES	PID	PROPORTIONAL-INTEGRAL-DERIVATIVE	ZSO	POSITION SWITCH OPEN
FIT	FLOW INDICATING TRANSMITTER	PIT	PRESSURE INDICATING TRANSMITTER		
FNPT	FEMALE NATIONAL PIPE THREAD	PLC	PROGRAMMABLE LOGIC CONTROLLER	2-1#16TSP	TWO, SINGLE PAIR, TWISTED, SHIELDED #16 CABLE
FO	FIBER OPTIC	PNL	PANEL		
FS	FLOW SWITCH	POC	POINT OF CONNECTION		
FVNR	FULL VOLTAGE NON-REVERSING	POT	POTENTIOMETER	3-7/C#14	THREE, SINGLE, SEVEN CONDUCTOR #14, MULTICONDUCTOR CONTROL CABLES
FVR	FULL VOLTAGE REVERSING	PRI	PRIMARY		
		PRS	PRESSURE REDUCING STATION		
G	GREEN OR GROUND	PRV	PRESSURE REDUCING VALVE		
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	PS	PRESSURE SWITCH		
GFI	GROUND FAULT INTERRUPTER	PSH	PRESSURE SWITCH HIGH		

GENERAL NOTES

1. THIS IS A GENERAL LEGEND SHEET. SOME SYMBOLS AND ABBREVIATIONS MAY NOT BE UTILIZED ON THIS SPECIFIC PROJECT.
2. SOLID LINES (————) INDICATE NEW WORK OR EQUIPMENT.
3. SCREENED LINES (————) INDICATE EXISTING WORK OR EQUIPMENT.
4. DASHED LINES (– – – – –) INDICATE CONCEALED CONDUITS, OR FUTURE WORK OR EQUIPMENT WHEN SO NOTED.
5. LIGHTING AND RECEPTACLE CIRCUITS SHOWN ON THE PLAN DRAWINGS ARE NOT SHOWN ON THE ONE-LINE DIAGRAMS.
6. THE WORK IN THE ELECTRICAL DRAWINGS IS TO SOME EXTENT DIAGRAMMATIC. EXACT RACEWAY ROUTING AND TERMINATION MUST BE DETERMINED AT THE JOB SITE TO SUIT FIELD CONDITIONS, THE WORK OF OTHER TRADES AND THE REQUIREMENTS OF APPROVED SHOP DRAWINGS.
7. ALL EQUIPMENT DIMENSIONS SHOWN ON PLANS AND ELEVATIONS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL USE THE SHOP DRAWINGS FOR PROPER LAYOUT, FOUNDATION AND PAD LOCATIONS, ETC. FOR FINAL INSTALLATION.
8. IN CASE OF INTERFERENCE BETWEEN ELECTRICAL EQUIPMENT SHOWN ON THE DRAWINGS AND OTHER INSTALLED EQUIPMENT, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING AND THE ENGINEER SHALL REVIEW THE PROPOSED CHANGES BEFORE THEY ARE MADE.
9. LOCATION OF MANHOLES, PULLBOXES AND JUNCTION BOXES ARE APPROXIMATE. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF MANHOLES, PULLBOXES AND JUNCTION BOXESWITH MECHANICAL AND CIVIL WORK.
10. CONTRACTOR SHALL PROVIDE ADDITIONAL MANHOLES, PULLBOXES OR JUNCTION BOXES TO THOSE SHOWN WHERE THEY ARE REQUIRED TO MAKE A WORKABLE INSTALLATION IN ACCORDANCE WITH ALL THE LATEST EDITION OF THE CALIFORNIA ELECTRICAL CODE.
11. CONTRACTOR SHALL PROVIDE REDLINE MARKUPS FOR AS-BUILT CONDUIT ROUTING.
12. SEPARATE CONDUITS, PULLBOXES AND JUNCTION BOXES SHALL BE PROVIDED FOR EACH WIRE/CABLE TYPE. EXAMPLES OF WIRE/CABLE TYPES INCLUDE BUT ARE NOT LIMITED TO 24VDC POWER, 208/120VAC POWER, 480/277VAC POWER, DISCRETE CONTROL WIRING, ANALOG SIGNALS, ETHERNET COMMUNICATIONS AND FIBER COMMUNICATIONS.

SYMBOLS

- UNDERGROUND GROUND CABLE #2/0 SDBC UNLESS OTHERWISE NOTED
- GROUND ROD
- GROUND ROD AND GROUND WELL
- DUPLEX RECEPTACLE
- EQUIPMENT PANEL
- INSTRUMENTATION DEVICE
- EXPOSED CONDUIT
- BREAK AND CONTINUATION IN CONDUIT RUN
- UNDERGROUND CONDUIT, DIRECT BURIED OR IN DUCTBANK
- CONDUIT IN SLAB
- CONDUIT CAP
- JUNCTION BOX (J)
- HANDHOLE (H)
- PULL BOX (P)
- CONDUIT RUN - CHANGE IN ELEVATION (UP)
- CONDUIT RUN - CHANGE IN ELEVATION (DOWN)

GENERAL REQUIREMENTS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ROUTING ALL CONDUITS NOT SHOWN ON THE PLANS. THIS SHALL INCLUDE ALL CONDUITS SHOWN ON THE ONE-LINES AND HOME-RUNS SHOWN ON THE PLAN DRAWINGS. CONDUITS SHALL BE PROVIDED AND INSTALLED AS DEFINED IN THE SPECIFICATIONS.
2. SPARE WIRES SHALL BE TAPED AND COILED.
3. IF EQUIPMENT SUPPLIED BY MANUFACTURER HAS A LARGER LOAD THAN VALUE SHOWN, THE CABLE, CONDUIT AND ELECTRICAL EQUIPMENT SHALL BE ENLARGED, AS REQUIRED, TO ACCOMMODATE THE HIGHER VALUE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING PROPERLY SIZED STARTER OVERLOADS FOR EQUIPMENT FURNISHED.
5. IN AREAS WHERE THERE ARE OVERHEAD BRIDGE CRANES, HOISTS, ETC., NO CONDUITS SHALL BE RUN OVERHEAD THAT WILL INTERFERE WITH THE OPERATION OF THE EQUIPMENT.
6. RACEWAY IS 3/4" IF NOT NOTED AND CONTAINS TWO NO. 12 CONDUCTORS.
7. LIQUID - TIGHT FLEXIBLE CONDUIT SHALL BE INSTALLED WITH GROUNDING FITTINGS TO DEVICES WHICH REQUIRE FLEXIBLE CONNECTION. FLEXIBLE CONDUIT LARGER THAN 2" SHALL BE INSTALLED IN LENGTHS THAT DO NOT EXCEED 30". SMALLER CONDUITS SHALL NOT BE INSTALLED IN LENGTHS THAT EXCEED 18".
8. ALL RACEWAY PENETRATIONS TO STRUCTURES THAT ARE BELOW GROUND LEVEL SHALL BE WATERTIGHT. THE RACEWAYS SHALL BE ARRANGED SO THAT WATER THAT MAY FIND ITS WAY THROUGH THE RACEWAY SHALL DRAIN AWAY FROM THE INSTRUMENTS, PANELS OR ANY ELECTRICAL COMPONENTS, THAT THE RACEWAY IS INTENDED TO CONNECT.
9. THE CONTRACTOR SHALL VERIFY EXACT LOCATION OF TERMINAL BOXES AND CONDUIT ENTRANCES OF ALL EQUIPMENT AGAINST SHOP DRAWINGS BEFORE STUBBING UP CONDUITS.
10. CONDUITS TERMINATING AT SWITCHBOARD, MOTOR CONTROL CENTER, POWER AND LIGHTING PANEL, CONTROL CABINET, ETC. SHALL BE EQUIPPED WITH SEALING HUB AND GROUNDING BUSHING, AND SHALL BE GROUNDED WITH NO. 6 GROUND WIRE.
11. INSTALL EXPANSION FITTINGS EVERY 200 FEET OF STRAIGHT RUN OF CONDUITS.
12. CONDUIT CROSSING BUILDING OR STRUCTURAL EXPANSION JOINTS SHALL BE PROVIDED WITH SUITABLE EXPANSION FITTINGS. THESE FITTINGS MUST BE CONSTRUCTED IN SUCH A MANNER THAT WILL INSURE THE CONTINUITY OF THE GROUND PATH IN EACH CONDUIT OR RACEWAY.
13. ALL UNDERGROUND CONDUIT RUNS SHALL HAVE LONG RADIUS SWEEP BENDS WITH A MINIMUM BENDING RADIUS OF 12 TIMES NOMINAL DIAMETER OF THE CONDUIT.
14. ALL UNDERGROUND CONDUITS NOT ENCASED IN CONCRETE SHALL BE RIGID STEEL, GALVANIZED, PVC COATED.
15. THE MINIMUM SIZE OF CONDUITS INSTALLED BELOW GRADE SHALL BE 1 INCH.
16. ALL METALLIC STRUCTURES, METALLIC ENCLOSURES, AND ELECTRICAL EQUIPMENT, SUCH AS STRUCTURAL STEEL, METALLIC RACEWAY, FENCE, STAIR HANDRAILS, TANKS, VESSELS, PANELS, SWITCHING EQUIPMENT, EQUIPMENT ENCLOSURES AND CABINETS, MOTORS, TRANSFORMERS, SWITCHGEAR, ETC. SHALL BE PERMANENTLY AND EFFECTIVELY GROUNDED AND GROUND CONNECTION SHALL BE MADE TO THE AREA GROUND GRID. THE GROUND CONDUCTOR SHALL BE SIZED PER N.E.C.
17. ALL FREE STANDING PANELS OR CABINETS SHALL BE SET ON A CONCRETE PAD AND LEVELING CHANNELS SHALL BE EMBEDDED INTO THE PAD.
18. ALL RECEPTACLES SHALL BE MOUNTED 24" ABOVE FLOOR SURFACE, UNLESS OTHERWISE NOTED.
19. ALL OUTDOOR AND ANTICIPATED WET AREA RECEPTACLES SHALL BE GROUND FAULT INTERRUPTER RECEPTACLES.
20. ALL OUTDOOR DEVICES SHALL BE WEATHERPROOF TYPE.
21. THE CONTRACTOR SHALL NOT REUSE EXISTING CONDUIT AND WIRE UNLESS OTHERWISE NOTED.
22. ALL ELECTRICAL EQUIPMENT SHALL BE MOUNTED WITH STAINLESS STEEL ADHESIVE ANCHORED WITH NO EXCEPTIONS.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

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REGISTERED PROFESSIONAL ENGINEER
RYAN S. NISHIMURA
No. 20050
ELECTRICAL
STATE OF CALIFORNIA
5/16/2022

BENCHMARK

BASIS OF ELEVATION:
ELEVATIONS ARE BASED ON THE CALIFORNIA SPATIAL REFERENCE CENTER CONTINUOUS GPS STATION "CRFP", DESCRIBED AS "CRAFTON HILLS CO."
ELEV.= 2367.83 FEET (NAVD 88, YEAR OF ADJUSTMENT, 2017)
SURVEY DATE:JUNE 2021

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

ABBREVIATIONS, LEGEND AND SYMBOLS

E-1

Designed by: CCW Date: 5/16/2022
Checked by: RSN Date: 5/16/2022
Drawn by: CCW Date: 5/16/2022
Checked by: RSN Date: 5/16/2022

Reviewed By: Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date 5/16/2022
Approved By: Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date 5/16/2022

Sheet 12 of 14 Sheets

D-20558

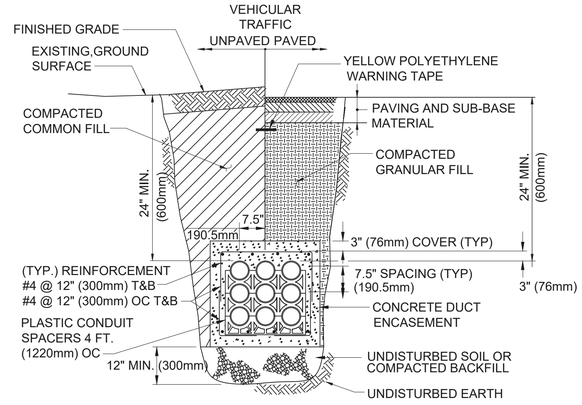
P:\REDLND\REDLND.003_Sunset Reservoir\4_EngDesign\2_Dwgs\7-Elec\E-1_Symb_AbbrvLegend.dwg | Plotted: 5/17/2022

BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022

CONDUIT SCHEDULE

CONDUIT NUMBER	SIZE / TYPE	FROM	TO	CONDUIT FILL CONDUCTORS	PWR	CONT	INST	REMARKS
P001	1" GRS-PVC	(N) PULL BOX PBX-5	(N) CHLORINE ANALYZER RECPT.	2#10, 1#12G	X			CONNECT TO (E) 20A BREAKER IN (E) CONTROL PANEL POWER PNL
P002	1" GRS-PVC	(N) PULL BOX PBX-5	CATHODIC PROTECTION STUB-OUT	2#10, 1#12G	X			CONNECT TO SPARE 20A BREAKER IN (E) CONTROL PANEL POWER PNL (COIL WIRE IN PBX-4)
P012	1" PVC-40	(E) CONTROL PANEL ENCL PWR PNL	(N) PULL BOX PBX-5	4#10, 1#12G	X			VIA PULL BOXES
C001	1" GRS-PVC	(N) PULL BOX PBX-5	HIGH LEVEL SWITCH 'LSH-51'	2#14, 1#14G		X		RESERVOIR HIGH LEVEL SWITCH
C002	1" GRS-PVC	(N) PULL BOX PBX-5	HATCH INTRUSION SWITCH 'ZS-92'	2#14, 1#14G		X		RESERVOIR HATCH INTRUSION SWITCH
C012	1" PVC-40	(N) PULL BOX PBX-1	(N) PULL BOX PBX-5	4#14, 1#14G		X		VIA PULL BOXES
C012A	1" GRS-PVC	(E) RTU-15 CONTROL PANEL	(N) PULL BOX PBX-1	4#14, 1#14G		X		-
A001	1" GRS-PVC	(N) PULL BOX PBX-5	LEVEL XMITTER 'LIT-51'	1#16TSP			X	RESERVOIR LEVEL TRANSMITTER
A002	1" GRS-PVC	(N) PULL BOX PBX-5	CHLORINE ANALYZER 'AIT-81'	1#16TSP			X	CHLORINE ANALYZER
A012	1" PVC-40	(N) PULL BOX PBX-1	(N) PULL BOX PBX-5	2#16TSP			X	VIA PULL BOXES
A012A	1" GRS-PVC	(E) RTU-15 CONTROL PANEL	(N) PULL BOX PBX-1	2#16TSP			X	-
X012	2" PVC-40	(N) PULL BOX PBX-1	(N) PULL BOX PBX-4	1/4" POLY PULLROPE				SPARE FOR FUTURE RADIO ANTENNA (VIA PULL BOXES)
X012A	2" GRS-PVC	(E) RTU-15 CONTROL PANEL	(N) PULL BOX PBX-1	1/4" POLY PULLROPE				SPARE FOR FUTURE RADIO ANTENNA

CONDUIT & CABLE SCHEDULE



NOTE:

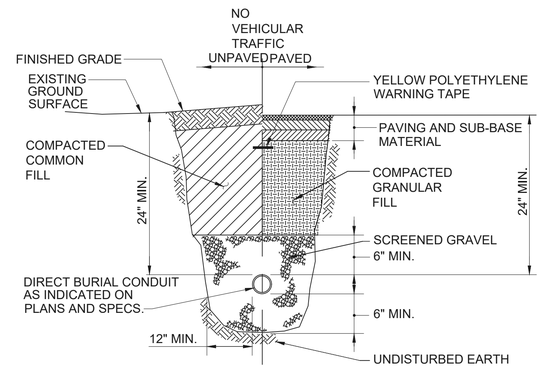
PROVIDE STEEL REINFORCEMENT WHERE REQUIRED FOR TRAFFIC ROADWAY CROSSING (PRIMARY ROADS) AS WELL AS (1) BELOW STRUCTURES AND (2) MIN 3 FT LENGTH AT ENTRY TO MH, HH, AND FOUNDATIONS. EXCEPTION IS INDIVIDUAL CONCRETE ENCASEMENTS.

UNDERGROUND DUCT BANK - CONCRETE ENCASED

UNDERGROUND DUCT BANK - TRAFFIC

1 / E-3

SCALE: NONE



TYPICAL DIRECT BURIAL CONDUIT INSTALLATION

DIRECT BURIAL CONDUIT

2 / E-3

SCALE: NONE

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REGISTERED PROFESSIONAL ENGINEER RYAN S. NISHIMURA No. 20050 ELECTRICAL STATE OF CALIFORNIA

5/16/2022

BENCHMARK

BASIS OF ELEVATION:
ELEVATIONS ARE BASED ON THE CALIFORNIA SPATIAL REFERENCE CENTER CONTINUOUS GPS STATION "CRFP", DESCRIBED AS "CRAFTON HILLS CO."
ELEV.= 2367.83 FEET (NAVD 88, YEAR OF ADJUSTMENT, 2017)
SURVEY DATE:JUNE 2021

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

SCHEMATIC, SCHEDULES AND DETALS

E-2

Designed by: CCW
Date: 5/16/2022
Checked by: RSN
Date: 5/16/2022
Drawn by: CCW
Date: 5/16/2022
Checked by: RSN
Date: 5/16/2022

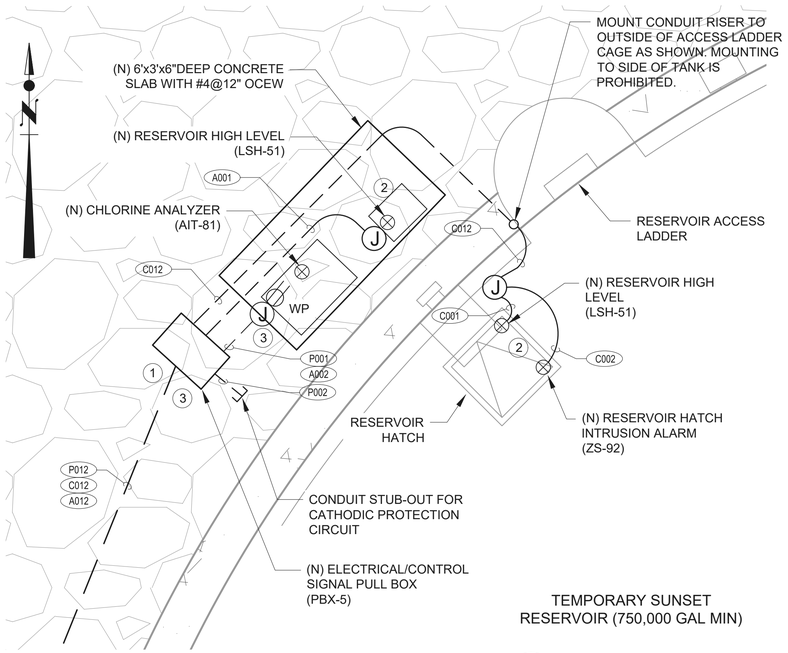
Reviewed By: 5/16/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Approved By: 5/16/2022
Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date

Sheet 13 of 14 Sheets

D-20558

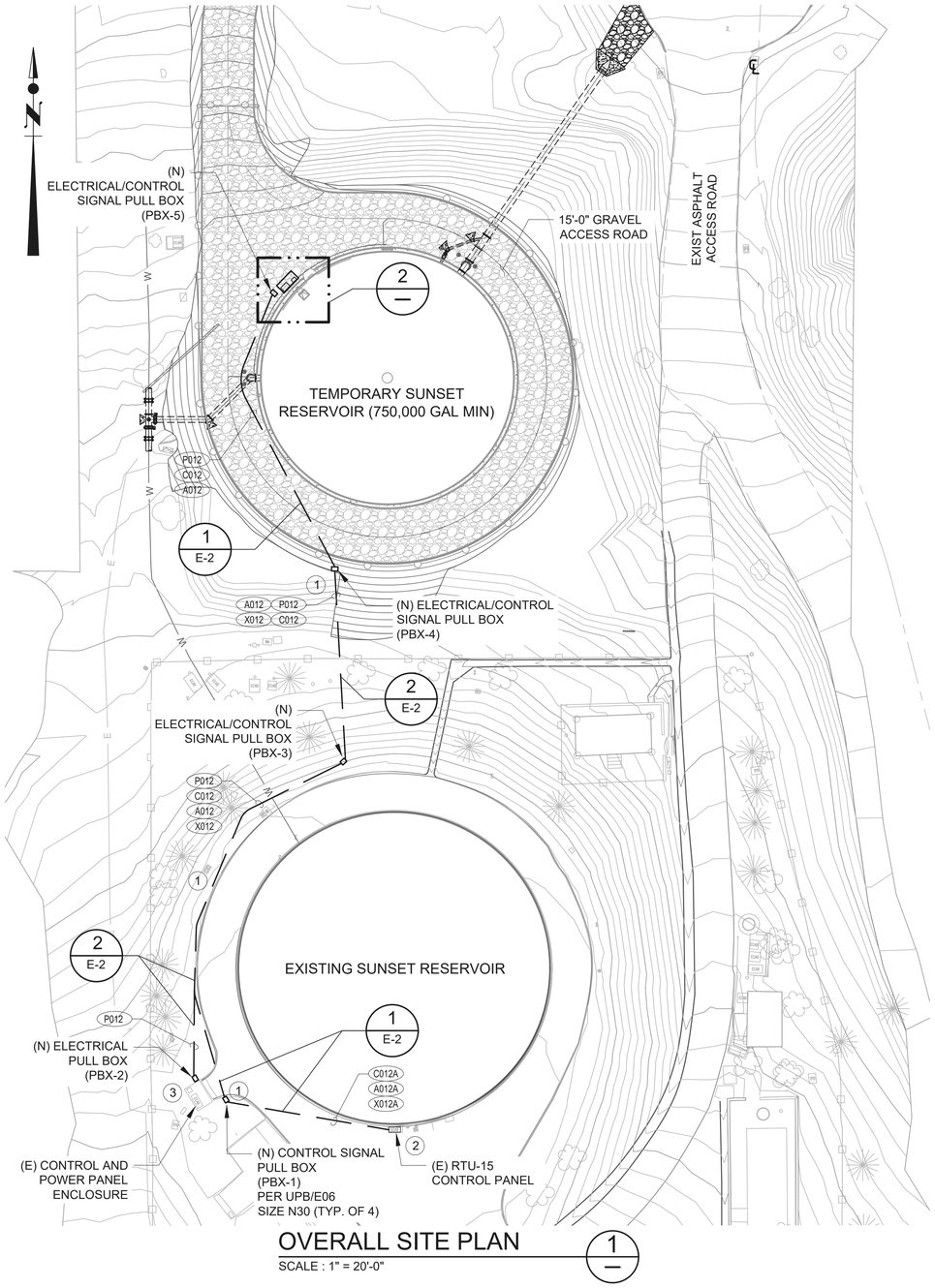
P:\REDLND\REDLND.003_Sunset Reservoir\4_EngDesign\2_Dwgs\7-Elec\E-2_1-lineSched.dwg | Plotted: 5/17/2022

BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022



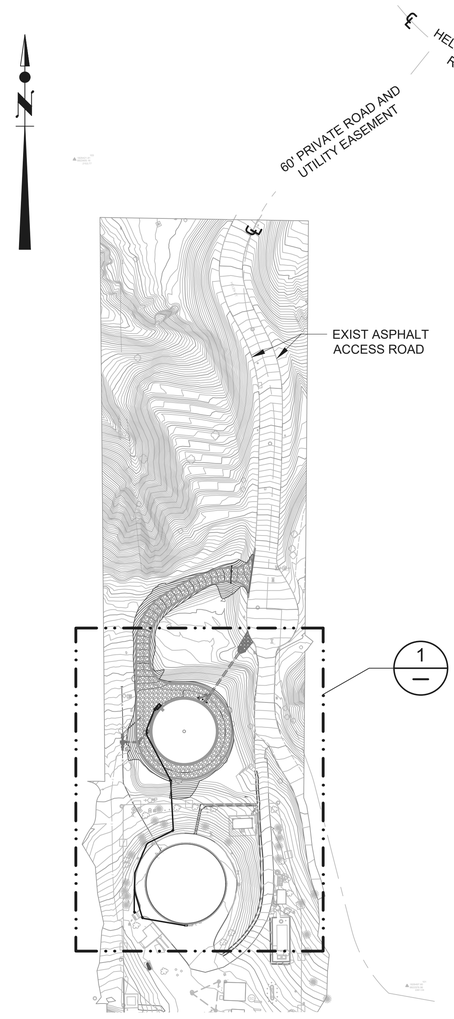
ENLARGED AREA PLAN 2

SCALE : 1" = 2'-0"



OVERALL SITE PLAN 1

SCALE : 1" = 20'-0"



LOCATION PLAN 1

SCALE : 1" = 80'-0"

GENERAL NOTES

1. COORDINATE NEW ELECTRICAL WORK WITH ALL OTHER ASSOCIATED DISCIPLINES.
2. FIELD VERIFY ALL EXISTING CONDUIT ROUTING AND CROSSINGS TO REMAIN AND COORDINATE NEW CONDUIT AND WIRE EXTENSIONS TO NEW PANEL LOCATIONS AS REQUIRED FOR A COMPLETE AND FULLY OPERATIONAL SYSTEM.
3. THE PLANS DO NOT ALWAYS SHOW RACEWAYS AND CONDUCTORS BETWEEN RECEPTACLES, LIGHTING FIXTURES AND SWITCHES. HOWEVER, FURNISH AND INSTALL THESE CONNECTIONS IN ACCORDANCE WITH THE ASSIGNED FIXTURE OR RECEPTACLE CIRCUIT NUMBER AND SWITCH DESIGNATIONS. HOMERUN SHOWN CONCEALED SHALL BE INDICATIVE OF THE ENTIRE CIRCUIT INSTALLATION. THE SAME SHALL APPLY FOR HOMERUNS SHOWN EXPOSED. REFER TO SPECIFICATIONS FOR MATERIALS AND INSTALLATION REQUIREMENTS.
4. MAINTAIN AT LEAST 3'-0" IN FRONT OF ELECTRICAL EQUIPMENT PER NEC ARTICLE NO. 110.
5. ALL EQUIPMENT SHALL BE GROUNDED. PROVIDE A COMPLETE GROUNDING SYSTEM IN ACCORDANCE WITH ARTICLE 250 OF THE NEC.
6. CONDUIT ROUTING SHOWN DIAGRAMMATICALLY. EXACT ROUTING SHALL BE COORDINATED IN THE FIELD.
7. SWITCHES SHALL BE MOUNTED 4'-0" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE. RECEPTACLES SHALL BE MOUNTED AT 3'-0" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.
8. SEE SHEET E-2 FOR CONDUIT AND WIRE SCHEDULE.
9. PROVIDE REDLINE MARKUPS FOR AS-BUILT CONDUIT ROUTING.
10. ALL PULLBOXES AND JUNCTION BOXES MAY NOT BE SHOWN FOR CLARITY. ADDITIONAL PULLBOXES OR JUNCTION BOXES SHALL BE INSTALLED AS REQUIRED.

KEY NOTES:

(1) INSTALL NEW ELECTRICAL/CONTROL SIGNAL TRENCHING AND PULL BOXES AS SHOWN. SAW-CUT EXISTING ASPHALT AS REQUIRED. PATCH ASPHALT PER CITY REQUIREMENTS. PROVIDE TRAFFIC-RATED PULL BOXES IN TRAFFIC AREAS AS REQUIRED. SEE DETAILS #1 AND #2 ON SHEET E-2 FOR ADDITIONAL TRENCHING INFORMATION.

(2) INSTALL NEW LEVEL, CHLORINE ANALYZER, HIGH LEVEL AND INTRUSION ALARM INSTRUMENTS AND WIRING. DISCONNECT EXISTING WIRING FROM THE EXISTING INSTRUMENTS AND FROM EXISTING RTU-15 CONTROL PANEL. RE-INSTALL/RE-TERMINATE NEW CONTROL/SIGNAL WIRING FOR NEW TEMPORARY RESERVOIR ON SAME LOCATIONS AS PREVIOUS TERMINATIONS IN EXISTING RTU-15 AND ON NEW INSTRUMENTS LOCATED AT NEW RESERVOIR. SEE ENLARGED AREA PLAN #2 ON THIS SHEET AND CIRCUIT/CONDUIT SCHEDULE ON SHEET E-2 FOR ADDITIONAL INFORMATION.

(3) DISCONNECT EXISTING CHLORINE ANALYZER POWER FROM 20A CIRCUIT BREAKER LOCATED IN POWER PANEL IN EXISTING CONTROL PANEL. RE-CONNECT NEW WIRING ON SAME 20A CIRCUIT BREAKER IN EXISTING POWER PANEL FOR POWER TO NEW CHLORINE ANALYZER RECEPTACLE LOCATED AT NEW RESERVOIR. CONNECT NEW WIRING ON SPARE 20A CIRCUIT BREAKER IN EXISTING POWER PANEL FOR POWER TO NEW RESERVOIR CATHODIC PROTECTION SYSTEM LOCATED AT NEW RESERVOIR. COIL CATHODIC PROTECTION WIRING IN NEW PULL BOX PBX-4 FOR FUTURE CONNECTION. SEE ENLARGED AREA PLAN #2 ON THIS SHEET AND CIRCUIT/CONDUIT SCHEDULE ON SHEET E-2 FOR ADDITIONAL INFORMATION.

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REGISTERED PROFESSIONAL ENGINEER RYAN S. NISHIMURA No. 20050 ELECTRICAL STATE OF CALIFORNIA
5/16/2022

BENCHMARK

BASIS OF ELEVATION:
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Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

SUNSET TEMPORARY RESERVOIR REPLACEMENT

OVERALL SITE EI&C PLAN

E-3

Designed by: CCW Date: 5/16/2022
Checked by: RSN Date: 5/16/2022
Drawn by: CCW Date: 5/16/2022
Checked by: RSN Date: 5/16/2022

Reviewed By: 5/16/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Approved By: 5/16/2022
Donald P. Young, One Stop Permit Center Mgr., R.C.E. 49918 Date

Sheet 14 of 14 Sheets

D-20558

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BID SET - ISSUED FOR CONSTRUCTION - SUBMITTED 5/16/2022

City Council/Successor Agency Meeting **G. 11.**

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve lease agreements with Toyota of Redlands for the lease of eight vehicles from Toyota of Redlands in an amount of $57,400 dollars annually for a total amount not to exceed $172,200 over a three-year term (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to approve 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

2. I move to authorize the City Manager, or his designee, to execute the lease agreements together with any other associated documents with Toyota of Redlands.

RECOMMENDATION:

Staff recommends that the City Council approve lease agreements for eight vehicles from Toyota of Redlands in an amount of $57,400 dollars annually for a total amount not to exceed $172,200 over a three-year term. Staff further recommends City Council authorize the City Manager, or their designee, to execute the lease agreements together with any other associated documents with Toyota of Redlands.

DISCUSSION:

The City of Redlands Equipment Maintenance Division oversees the maintenance of over 470 vehicles. In an effort to ensure the best use of public funds and resources, staff conducted an analysis of alternative vehicle replacement and maintenance programs several years ago. That analysis supported the conclusion that a structured and methodical vehicle replacement program could best be achieved through leasing light duty fleet vehicles rather than purchasing vehicles outright. In July, 2019, the City Council approved a light-duty vehicle lease and maintenance program with Enterprise Fleet Management. Under this program, staff had anticipated the replacement of 240 vehicles over a five-year period. The first round of vehicle replacements was conducted in 2019. Due to the uncertainty of revenue with the onset of the Covid-19 pandemic in FY 2020-21, staff determined to suspend the second round of vehicle replacement orders. A second round of vehicle replacement orders was placed in 2021. However, due to an unprecedented shortage in materials, there was and continues to be a critical shortage of new vehicles available for purchase. Staff is continuing to partner with Enterprise Fleet Management to continue the lease and maintenance program and expect to receive a limited number of new vehicles this fiscal year.

In an effort to address critical vehicle replacement needs for the Police, Municipal Utilities and Engineering, and Facilities and Community Services Departments, staff researched alternatives to vehicle procurement and determined that the lease of specific vehicles from Toyota of Redlands would allow for immediate replacement of vehicles. These vehicles will be leased for a period of three years, at which time, they will be returned to Toyota of Redlands and replaced with vehicles within the existing program with Enterprise Lease Management. The vehicles to be leased are as follows:

Model	Quantity	Department
RAV4	1	Police
RAV4 Hybrid	1	MUED
Camry	2	Police
Highlander	1	Police
Tacoma	1	Police
Tacoma 4wd	1	MUED
Sienna	1	FCS
Total	**8**	

ALTERNATIVES:

City Council may elect not to approve the lease agreements with Toyota of Redlands and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Strategic Plan Priority B - Public Health and Safety and D - Sustainability

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year:	FY 2022-23
Amount:	$57,400
Budgeted Y/N:	Y
Account No.:	Various

Discussion:

Sufficient funding for the lease of these vehicles is included in the FY 2022-23 and FY 2023-24 budgets as approved by the City Council. The annual costs are noted in the table below:

Police Department - 101202 (5 vehicles)	$34,136
Municipal Utilities & Engineering Water Div. - 501900 (1 vehicle)	$7,057
Municipal Utilities & Engineering Wastewater Div. - 521900 (1 vehicle)	$7,278
Facilities & Community Services Cemetery Division - 562900 (1 vehicle)	$8,929
Total	$57,400

Attachments

A. Lease Agreement 46052
B. Lease Agreement 46047
C. Lease Agreement 46049
D. Lease Agreement 46053
E. Lease Agreement 46054
F. Lease Agreement 46055
G. Lease Agreement 46057

T638980202-DP638980203 - THIS IS A CUSTOMER REVIEW COPY OF THE UNSIGNED ELECTRONIC FORM HELD BY ROUTEONE LLC

Stock No:2300047

Deal ID:46052

CLOSED-END MOTOR VEHICLE LEASE AGREEMENT CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

1. Parties

Lease Date: 10/04/2022

LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS

CITY OF REDLANDS
PO BOX 3005
REDLANDS, County of SAN BERNARDINO, CA 92373

LESSOR (DEALER) NAME AND ADDRESS

TOYOTA OF REDLANDS
921 NEW YORK STREET
REDLANDS, CA 92374

VEHICLE GARAGING ADDRESS

N/A

This is a Lease for the Vehicle described below. The words **"you"**, **"your"** and **"yours"** refer to the Lessee and any Co-Lessee. The words **"we"**, **"us"** and **"our"** refer to the Lessor, and after assignment, to the Toyota Lease Trust ("TLT") and any subsequent assignee. Toyota Motor Credit Corporation ("TMCC") will be servicing this Lease on behalf of TLT. By signing this Lease, you agree to lease the Vehicle described below from us under the terms of this Lease, to pay all amounts due and to perform all of your obligations under this Lease.

2. Description of Leased Vehicle

You are leasing from us, and have received in satisfactory condition, the following Vehicle:

Leased Vehicle

2023 Toyota Camry LE Auto

New or Used	Vehicle Identification Number	Primary Use	Odometer Mileage
New	4T1C11AK1PU091004	Business	5

The box below memorializes trade-in, turn-in and other individualized agreements between you and the Lessor (Dealer). Obligations of the Lessor set forth in this box shall be the sole responsibility of the Lessor (Dealer). If this box conflicts with any other section of this Lease, the other section of this Lease shall control.

N/A

"THERE IS NO COOLING OFF PERIOD"

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this Lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this Lease only with the agreement of the Lessor or for legal cause such as fraud.

Lessee [redacted] A

Co-Lessee N/A A

GAP LIABILITY NOTICE: In the event of theft or damage to the Vehicle that results in a total loss, there may be a GAP between the amount due upon early termination and the proceeds of your insurance settlement and deductible. THIS LEASE PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. Optional coverage for the GAP amount may be offered for an additional price.

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CLOSED-END MOTOR VEHICLE LEASE AGREEMENT
CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery (Itemized in Section 7 below)	4. Monthly Payments	5. Other Charges (not part of your Monthly Payment)	6. Total of Payments (The amount you will have paid by the end of the Lease)
$ 840.23	Your first Monthly Payment of $ 495.48 is due on 10/04/2022, followed by 35 payments of $ 495.48 due on the 4th of each month. The total of your Monthly Payments is: $ 17,837.28	Disposition fee (if you do not purchase the Vehicle) $ 350.00 Total $ 350.00	$ 18,532.03

Itemization of Amount Due at Lease Signing or Delivery

7. Amount Due at Lease Signing or Delivery:

a.	Capitalized Cost Reduction	$ N/A
b.	First Monthly Payment	$ 495.48
c.	Refundable Security Deposit	$ N/A
d.	Title Fees	$ N/A
e.	Registration Fees	$ 127.00
f.	License Fees	$ 179.00
g.	Tax on Capitalized Cost Reduction	$ N/A
h.	Acquisition Fee	$ N/A
i.	Document Processing Fee (Not a Government Fee)	$ N/A
j.	DMV Electronic Filing Fee (Not a Government Fee)	$ 30.00
k.	California Tire Fee	$ 8.75
l.	N/A	$ N/A
m.	N/A	$ N/A
n.	N/A	$ N/A
o.	N/A	$ N/A
p.	Total	$ 840.23

8. How the Amount Due at Lease Signing or Delivery will be Paid:

a. Net Trade-In Allowance
Year N/A Make N/A Model N/A
VIN N/A
(i) Agreed Upon Value $ N/A
(ii) Less: Pay Off $ N/A
(iii) Less: Cash to Lessee $ N/A
Net Trade In [(i) — (ii) — (iii), no less than 0] $ 0.00

b. Rebates and Noncash Credits $ 840.23

c.	N/A	$ N/A
d.	N/A	$ N/A
e.	N/A	$ N/A

f. Amount to be Paid in Cash $ N/A

g. Total $ 840.23

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Your Monthly Payment is determined as shown below

9. Payment Determination

a.	**Gross Capitalized Cost.** The agreed upon value of the Vehicle ($ 27,538.23) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). For an itemization of this amount, see Section 13.	$	28,385.23
b.	**Capitalized Cost Reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost.	– $	N/A
c.	**Adjusted Capitalized Cost.** The amount used in calculating your Base Monthly Payment.	= $	28,385.23
d.	**Residual Value.** The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment.	– $	15,200.00
e.	**Depreciation and any Amortized Amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term.	= $	13,185.23
f.	**Rent Charge.** The amount charged in addition to the Depreciation and any Amortized Amounts.	+ $	3,216.60
g.	**Total of Base Monthly Payments.** The Depreciation and any Amortized Amounts plus the Rent Charge.	= $	16,401.83
h.	**Lease Payments.** The number of payments in your Lease.	÷	36
i.	**Base Monthly Payment.**	= $	455.61
j.	**Monthly Sales/Use Tax.**	+ $	39.87
k.	N/A	+ $	N/A
l.	**Total Monthly Payment ("Monthly Payment")**	= $	495.48

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

10. Excessive Wear and Use

You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 36000 miles over the odometer mileage disclosed on page one, at the rate of $ 0.15 per mile.

11. Purchase Option at the End of Lease Term

You have an option to purchase the Vehicle at the end of the Lease Term for $ 15,200.00.
That amount does not include other charges you may be required to pay pursuant to Section 32.

12. Other Important Terms

Review this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

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Gross Capitalized Cost Itemization and Other Items

13. Itemization of Gross Capitalized Cost

You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a.1. Agreed Upon Value of the Vehicle as equipped at time of signing this Lease		$ 27,538.23
a.2. Agreed Upon Value of each accessory and item of optional equipment the Lessor (Dealer) agrees to add to the Vehicle after signing this Lease:		
i. N/A	+ $	N/A
ii. N/A	+ $	N/A
iii. N/A	+ $	N/A
iv. N/A	+ $	N/A
a.3. Total Agreed Upon Value of the Vehicle	= $	27,538.23
b. Taxes	+ $	N/A
c. Initial Title, License, and Registration Fees	+ $	N/A
d. Outstanding Prior Credit or Lease Balance	+ $	N/A
e. Acquisition Fee	+ $	650.00
f. Document Processing Fee (Not a Government Fee)	+ $	85.00
g. DMV Electronic Filing Fee (Not a Government Fee)	+ $	N/A
h. California Tire Fee	+ $	N/A
i. TIFF	+ $	112.00
j. N/A	+ $	N/A
k. N/A	+ $	N/A
l. N/A	+ $	N/A
m. N/A	+ $	N/A
n. N/A	+ $	N/A
o. N/A	+ $	N/A
p. N/A	+ $	N/A
q. N/A	+ $	N/A
r. N/A	+ $	N/A
s. Gross Capitalized Cost	= $	28,385.23

14. Lease Term and Scheduled Maturity Date

The Lease Term of this Lease is 36 months, and the Scheduled Maturity Date of this Lease is 10/03/2025.

15. Required Insurance

You must provide the following insurance during the Lease Term, with the Lessee and/or Co-Lessee as an insured driver. No other types of insurance are required and **no Required Insurance is provided by us in this Lease**:

a) primary automobile liability insurance with minimum limits for bodily injury or death of

i) $ 15,000.00 for any one person, and

ii) $ 30,000.00 for any one accident, and

iii) $ 5,000.00 for property damage; and

b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of $1,000.

See Section 24 for more information.

You have provided us today with the following insurance information:

UNKNOWN	12345678
Insurance Provider	Policy No.
UNKNOWN	(909) 793-0300
Agent's Name	Agent's Phone No.
N/A	
Agent's Address	

Insurance Coverage Verification by Dealer Employee [redacted] B

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16. Charges for Late/Returned Payments

If we do not receive a full Monthly Payment within 10 days after it is due, you must pay a late payment charge of 5% of the unpaid amount or $10, whichever is greater.

If any payment (including an electronic funds transfer) you make to us is not honored or returned to us for any reason, in addition to any late charges, you may be charged a fee of $25, as permitted by law.

17. Estimated Official Fees and Taxes

This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and taxes (including personal property taxes), whether included in your Total Monthly Payment (Section 9.I), the Amount Due at Lease Signing or Delivery (Section 7) or billed separately. The actual total of Official Fees and Taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed. **This estimate is based on your current address and may increase if you move or if tax rates change. You are responsible for paying any increases.** See Section 27 for additional information.

Estimated Total $ 2,277.49

18. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by a warranty unless identified below:

☐ Remainder of standard new vehicle warranty from manufacturer
☐ Used vehicle warranty from manufacturer

UNLESS WE MAKE A WRITTEN WARRANTY OR ENTER INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS LEASE AND EXCEPT AS STATED IN THE PARAGRAPH IMMEDIATELY ABOVE, OR AS OTHERWISE PROVIDED BY LAW, YOU ARE LEASING THIS VEHICLE "AS IS." THERE ARE NO WARRANTIES AS TO THE VEHICLE'S CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

19. Optional Insurance and Other Products

You are not required to buy any of the Optional Insurance or Other Products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless the appropriate box is checked, all information is filled in, you sign below, and you are accepted by the Provider. By your signature below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

☐ **Optional Credit Life Insurance**

N/A
N/A
Insured(s)

$ N/A
Beginning Coverage

N/A
Provider

$ N/A
Premium

Lessee N/A C

Co-Lessee N/A C

☐ **Optional Credit Disability Insurance**

N/A
N/A
Insured(s)

$ N/A
Maximum Monthly Coverage

N/A
Provider

$ N/A
Premium

Lessee N/A D

Co-Lessee N/A D

☐ **Optional Service Contract**

N/A Miles/Coverage, N/A Months

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A E

Co-Lessee N/A E

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☐ **Optional Guaranteed Automobile Protection** (See Section 31)

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A F

Co-Lessee N/A F

☐ **Optional Maintenance Agreement**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A G

Co-Lessee N/A G

☐ **Optional Excess Wear and Use Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A H

Co-Lessee N/A H

☐ **Optional Tire and Wheel Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A I

Co-Lessee N/A I

Total Premiums and Charges $ 0.00

20. Complete Agreement or Modification

By your signature, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you and by us.

Lessee [redacted] J

Co-Lessee N/A J

YOUR OBLIGATIONS DURING THIS LEASE

21. Vehicle Maintenance and Damage

You are responsible for all maintenance, repair, service, and operating expenses of the Vehicle. You agree to keep the Vehicle in the same condition as when you received it, except for reasonable wear, to maintain the Vehicle so that any warranties or similar agreements remain effective and so that it passes all inspections required by law, to follow the owner's manual and maintenance schedule, and to provide us with written proof of such maintenance. You agree to make the Vehicle available to us for inspection during the Lease Term at any reasonable time and place that we request.

22. Prohibited Uses of the Vehicle. You agree that you will not, nor permit others to:

a. use the Vehicle in any illegal manner, in violation of your insurance policy, or without the insurance coverage described in Sections 15 and 24;
b. alter or install any equipment on or in the Vehicle without our written consent. Any accessions to the Vehicle become our property;
c. subject the Vehicle to any lien, seizure or other involuntary transfer;
d. use the Vehicle to transport goods or people for hire;
e. remove the Vehicle from the state where it was first titled, for more than 30 days, without our written consent;

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f. take the Vehicle outside the continental United States (except to Canada or Mexico for less than 30 days, if you have our consent and have provided us with proof of insurance);
g. use the Vehicle in a way that causes the cancellation or suspension of any warranty or other similar protection agreement; or
h. allow anyone else to regularly use the Vehicle without our written consent.

Assigning, subleasing, pledging or permitting a security interest to be created in, or in any other way transferring by you of any interest in the Vehicle or this Lease is strictly prohibited.

23. **Title and Registration.** Legal title to the Vehicle will be in our name and the Vehicle will be registered as we direct. You must promptly pay all title, registration, and license fees.

24. **Required Insurance.** The limits required under state law may not be sufficient for your needs. See your insurance provider for more information. **You may obtain the required coverages through any insurance company, agent, or broker you choose which is reasonably acceptable to us and authorized to do business in the state where the Vehicle is located.** This insurance may be provided through existing policies that you own or control if it otherwise meets all requirements. The insurance policy must be acceptable to us, name Toyota Lease Trust as **additional insured** and **loss payee**, and give us at least 10 days written notice before any cancellation or reduction in coverage. You authorize us to endorse your name(s) on any check or draft from your insurance company for any claim. You must provide us with written proof of this insurance, including a copy of the insurance policy, at any time during the term of this Lease at our request. You agree to release to us all insurance or other proceeds you receive for damages or loss to the Vehicle (including any premium refunds on the Required Insurance) up to the amount you owe us.

Notice: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Lease.

25. **Payment Obligations.** You may not change or stop your Monthly Payments for any reason, even if the Vehicle is stolen, destroyed, seized by the government, non-operative, experiences any mechanical problem, or does not perform satisfactorily. We may apply each Monthly Payment and each other payment we receive to past due payments, current payment due, late charges, and other amounts due under this Lease in any order we choose, to the extent permitted by law.

26. **Change in Address.** You must notify us in writing within 30 days of any change in your address or the address where the Vehicle is garaged.

27. **Fees Taxes and Fines.** You must promptly pay all official fees and taxes related to the Vehicle and this Lease, including title, license and registration fees, and sales, use, excise and personal property taxes. These amounts may change from time to time based on changes to your address and changes in tax rates. You must also promptly pay all other fees, assessments, charges, costs and fines (collectively "fines") incurred on the Vehicle such as traffic tickets, impounds, towing charges, storage charges and toll violations. Some bills for official fees and taxes may be sent to you for payment. Other bills may be paid by us on your behalf and we will charge you the amount billed to us. If you fail to pay any such amount when billed by us or by a third party, and we elect to pay it, you will reimburse us for the amount paid plus a $10 administrative fee per incident, to the extent permitted by law. In connection with these bills, you give us permission to provide information regarding you and this Lease to the billing authority. You must pay all fees, taxes, assessments, charges, costs and fines incurred on the Vehicle during the Lease Term, even if they are assessed and billed after this Lease has ended. We may charge you an estimated amount for any remaining items at the time this Lease ends. You are responsible for any shortage in this estimate, and we will refund you any excess.

    We are not obligated to apply for any refund or abatement of official fees and taxes, including personal property taxes. If you make a written request that we apply for a refund of an official fee or tax that you paid to us, to which you are entitled, we will file an application for refund. We will send any refund we receive, less all amounts due under this Lease, to you.

    We may pay any title, registration, license fee, tax, assessment, charge, cost or fine which you fail to pay, and charge you the amount paid. You are responsible for any fines or penalties if you fail to pay the bill when due.

28. **Default and Remedies.** To the extent permitted by law, you will be in default if:
    a. you fail to make any payment when it is due;
    b. you fail to keep any other agreement in this Lease;
    c. you provided false or misleading information when applying for this Lease;
    d. you become the subject of a bankruptcy or insolvency proceeding;
    e. the Vehicle is lost, stolen, seized, confiscated, levied upon, or damaged beyond reasonable repair;
    f. you die and there is no surviving co-lessee; or
    g. you fail to return the Vehicle by the Scheduled Maturity Date and do not obtain our written consent to extend the Lease Term.

    If you are in default, we may do any or all of the following, as permitted by law, after giving any legally required notices, and observing any legally required cure or reinstatement periods:
    i. terminate this Lease and your right to use the Vehicle;
    ii. require you to return the Vehicle by allowing us to pick up the Vehicle or making it available to us at any reasonable time and place we specify;
    iii. take possession of the Vehicle by legal process or by self help in any manner not prohibited by law;
    iv. require you to pay the amounts set forth in Section 29;
    v. take any reasonable action to correct your default or to prevent our loss;
    vi. pursue any other remedy allowed by law; and
    vii. require you to pay all of our reasonable expenses for taking these actions and add the amount of our expenses to the amount you owe us under this Lease, including, but not limited to, expenses for repossession, transportation, storage, collection, and legal costs, including reasonable attorneys' fees paid to an attorney who is not our salaried employee, as allowed by applicable law.

    We or our agent may take possession of personal property left in or on the Vehicle, subject to your right to recover such property, if any. We or our agent may store it for you and you will be responsible to pay for this service. If you do not take possession of the personal property, we or our agent may dispose of it as permitted by law.

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ENDING YOUR LEASE

29. Early Termination by Us. We may terminate this Lease at any time if you are in default (see Section 28). If we do, you must return the Vehicle to us, at any reasonable location we specify. In addition, you must pay us, upon demand, the total of the following amounts:

a. the amounts set forth in Section 28(vii); plus
b. all Monthly Payments that have become due and are unpaid at termination; plus
c. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
d. an Early Termination Amount equal to, the difference, if any, between:
   (i) the Adjusted Capitalized Cost as disclosed in Section 9(c); and
   (ii) the sum of (a) all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method, and (b) the Realized Value of the Vehicle, as defined below; minus
e. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

The "Realized Value" means one of the following: (1) where the Vehicle is a total loss as a result of a theft or damage, and you maintain the Required Insurance, the amount of any applicable insurance deductible owed by you plus the proceeds of the settlement of the insurance claim, unless we agree to a higher amount; (2) the wholesale appraised value, if you elect to have an appraisal, which you may obtain, at your own expense, from a professional independent appraiser agreed to by you and us (the appraisal must be completed at least three days before the scheduled valuation or disposal date of the Vehicle, as provided by a notice that we will provide to you); (3) if we choose to retain ownership of the Vehicle for use or to lease the Vehicle to a subsequent lessee, the wholesale value as specified in the current edition of a recognized used vehicle guide such as Kelley Blue Book or the N.A.D.A. Official Used Car Guide; or, (4) under all other circumstances, the price paid for the Vehicle at disposition.

30. Early Termination by You. You may terminate this Lease at any time prior to the scheduled end of this Lease. If you terminate this Lease early, are not in default, and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand:

a. all Monthly Payments that have become due and are unpaid at termination; plus
b. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
c. the Early Termination Amount determined pursuant to Section 29(d) above; minus
d. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

If you terminate this Lease early, are in default (see Section 28), and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand, the amounts specified in Section 29 above.

Other terms apply if you terminate this Lease and purchase the Vehicle or trade in the Vehicle in connection with the purchase or lease of another vehicle.

31. Effect of Guaranteed Automobile Protection on Early Termination. If the Vehicle is subject to damage or theft resulting in a total loss, and you have purchased and received Guaranteed Automobile Protection in connection with this Lease, and you have met the conditions set forth in the Guaranteed Automobile Protection agreement, then your Early Termination obligations set forth in Sections 29 or 30, as applicable, will not include the charges set forth in Section 29(d), the disposition fee shown in Section 5, and the charges for Excessive Wear and Use and excess mileage (Sections 10 and 34).

32. Your Option to Purchase the Vehicle. You may purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date (unless a governmental agency has seized the Vehicle and instructed us not to release the Vehicle to you). The price to purchase the Vehicle at the Scheduled Maturity Date is the Purchase Option Price shown in Section 11, plus, the amount described in subsections 32(a), 32(b) and 32(c), below. The price to purchase the Vehicle during the Lease Term is the total of:

a. all unpaid Monthly Payments that have become due, and other amounts due and unpaid under this Lease, except the disposition fee shown in Section 5 and charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus,
b. all official fees and taxes, and documentary fees charged in connection with the purchase; plus,
c. all amounts necessary to meet any legal selling requirements; plus,
d. the difference, if any, between the Adjusted Capitalized Cost as disclosed in Section 9(c) and all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method.

As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor and Lessee are hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in any agreement for the sale of the Vehicle at Lease termination.

33. Obligations if You Do Not Purchase the Vehicle at the Scheduled Maturity Date. At the Scheduled Maturity Date, you must return the Vehicle to us at any reasonable location we specify, and pay us, upon demand, the following amounts:

a. all Monthly Payments and other amounts due under this Lease, including the disposition fee shown in Section 5; plus
b. all official fees and taxes charged in connection with this Lease termination; plus
c. all Excessive Wear and Use charges described in Section 34; plus
d. all excess mileage charges disclosed in Section 10. You will not receive a refund if you do not use all of the mileage set forth in Section 10.

If you keep possession of the Vehicle past the Scheduled Maturity Date, you agree to continue to pay the Monthly Payments. However, continued payment does not cure any default, including a default under Section 28(g), and does not permit you to keep the Vehicle unless you obtain our advance written consent to extend the Lease Term. You agree to pay us any damages we suffer because you failed to return the Vehicle at the end of this Lease.

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34. **Excessive Wear and Use Charges.** If you do not purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date, or if you elect to terminate this Lease pursuant to the terms of this Lease and except to the extent paid by the Excess Wear and Use Protection Plan; if you purchased and received that Plan, you are responsible for the estimated cost to repair damage (including diagnostic cost, if any) to the Vehicle which is excessive wear and use (even if we do not repair the Vehicle).

    Excessive wear and use may include but is not limited to certain damage such as:

    a. inoperative mechanical and electrical parts;
    b. damage (including but not limited to, damage to the engine) due to your failure to maintain the Vehicle pursuant to the terms of this Lease;
    c. damage to the body, lights, trim or paint;
    d. damaged, broken or missing glass;
    e. torn, damaged or stained interior;
    f. damage from flood, water, hail or sand;
    g. damage from removal of equipment or signs placed on the Vehicle;
    h. missing equipment, parts and accessories, including missing keys or remote entry devices; or
    i. any wear or damage to any part of the tire that doesn't allow the tire to meet the manufacturer's guidelines for safe operation, or any mismatched tire sizes in a set of 5 (or 4 with any emergency spare if the Vehicle was equipped with one).

ADDITIONAL INFORMATION

35. **Communication Consent.** You agree that we, TMCC and any affiliates, agents and service providers or any assignees of the foregoing (individually and collectively, as applicable in this Communications Consent section, "we," "our" or "us") may call you, leave you a voice, prerecorded or artificial voice message or send you a text, email or other electronic message for any purpose related to your Accounts with us, our products and services, or surveys or research (each a "Communication"). We may include your personal information in a Communication and conduct a Communication using an automated dialing system and any contact information we have for you, including a cell phone number. We will not charge you for a Communication but your service provider may do so. You understand and agree, we may always communicate with you in any manner permissible by law that does not require your consent.
36. **Refundable Security Deposit.** Your security deposit may be used by us to pay amounts that you owe under this Lease. If you elect to purchase your Vehicle, your security deposit may be applied by us to the amount you owe to purchase your Vehicle. Any unused security deposit will be returned to you at the end of the Lease Term. No interest, increase, or profits will be paid to you on the security deposit, unless required by law.
37. **Assignment.** We can assign our interest in this Lease and in the Vehicle without your consent. After you sign this Lease, we will assign it to TLT and you agree to make all payments to TMCC as servicer for TLT.
38. **Refund of Optional Insurance or Other Products.** If any optional insurance or product included in the Gross Capitalized Cost is cancelled before the end of the Lease Term, or if you are not accepted by the Provider for a requested optional insurance or product, we will credit any refunds to your account.
39. **Indemnity.** You agree to indemnify us from, and to pay on our behalf, any claim or loss (including damages, costs, expenses and legal fees) which arises from or is related to the possession, condition, use, maintenance or operation of the Vehicle. Any insurance we provide is secondary to the Required Insurance.
40. **Credit Information.** You authorize us, at any time, to investigate any information provided on your credit application in order to establish, maintain and collect on this Lease account, including to order one or more credit reports in connection with establishing, maintaining or collecting this Lease account. You authorize us to provide information concerning your account to credit reporting agencies and others who may lawfully receive such information. You may notify us if you believe that we have reported any inaccurate information about your Lease account to a consumer reporting agency. Send your written notice describing the specific inaccuracies to us at the following address: P.O. Box 9786, Cedar Rapids, IA 52409-9786.
41. **Liability.** Lessee and Co-Lessee are jointly and severally liable. If there is both a Lessee and Co-Lessee signing this Lease, we can release, waive, or delay the enforcement of our rights against one of you, without affecting our rights as to the other one(s).
42. **Notices.** All Lessee and Co-Lessee correspondence and notices will be sent to the Lessee's Billing Address shown on this Lease, unless you give us a different address. If the Co-Lessee provides a separate address, delinquency notices will be provided to such address in addition to the Billing Address. All correspondence and notices will be given solely in TMCC's name as the servicer, and will be given on behalf of TLT.
43. **Choice of Law and Severability.** You agree that the law of the state in which this Lease is signed applies to this Lease unless prohibited by law. If certain provisions of this Lease violate the law, those provisions will be void, and the rest of this Lease will be enforceable.
44. **No Waiver by Us.** If we delay or refrain from exercising our rights or remedies under this Lease, we do not lose those rights or remedies. If we accept late or partial payments from you, we do not waive our right to receive full and timely payments. We may accept payments with "Payment in Full," similar language or other restrictive endorsements without being bound by such language or waiving our rights or remedies.
45. **Odometer Disclosure Statement.** Federal law requires that you disclose the Vehicle's odometer reading to us upon termination of this Lease or transfer of ownership. Failure to complete an Odometer Disclosure Statement, failure to return it to us, or making a false statement therein, may result in fines and/or imprisonment. You will be provided an Odometer Disclosure Statement to complete prior to the termination of this Lease.
46. **Nonapproval of Credit Application. You have the right to return the vehicle and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.**

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47. **True Lease; Security Interest.** You and we intend that this Lease for all purposes constitutes a "true lease" of the Vehicle, and not a "financed lease" or a secured transaction under the laws of any state. However, if for some reason a court or arbitrator determines that this Lease constitutes a "financed lease" or a secured transaction, you grant us a security interest at that time, to the extent permitted by law, in the Vehicle including any property now or later installed in or affixed to the Vehicle, in all proceeds derived from the Vehicle, in your security deposit, in the proceeds of any insurance relating to persons or property and the proceeds of all Guaranteed Automobile Protection and other optional products, including return of unearned premiums and unearned charges.

48. **Electronic Records and Signatures and Conversion to Paper.** You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

    There will be one authoritative copy of this contract. It will be the electronic copy in a document management system we designate for storing it. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

ARBITRATION

49. **Arbitration Provision.** You agree that any claims arising from or relating to this Lease or related agreements or relationships, including the validity, enforceability, arbitrability or scope of this Provision, at your or our election, are subject to arbitration. This includes, without limitation, claims in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, and claims asserted by us against you and by you against us, and the following Covered Parties: Toyota Lease Trust, Toyota Motor Credit Corporation, Lexus Financial Services, Toyota Motor Insurance Services, Inc., and/or any of our or its affiliates and/or any of our or their employees, officers, successors, assigns or against any third party providing any product or service in connection with this Lease. Any arbitration shall be administered by either JAMS (its rules may be obtained at any of its many offices nationwide or online at www.jamsadr.com), or any arbitration provider that either party may choose subject to the other's approval, which may not be unreasonably withheld. The applicable rules of the selected arbitration provider shall govern, except that in the event of any inconsistency between those rules and this Provision, this Provision shall prevail. Such claims shall be resolved in accordance with (i) the Federal Arbitration Act (the "FAA"); (ii) the selected arbitration provider's rules and procedures in effect at the time the claim is filed; and (iii) this Provision. Any arbitration hearing at which you appear shall be conducted at a location that is reasonably convenient to where you live. The Arbitrator shall apply applicable substantive law consistent with the FAA (and not any state law concerning arbitration) and shall award such remedies, if any, that would be available in court if arbitration had not been elected. If you cannot afford to pay and cannot obtain a waiver of the fees charged by the Arbitrator or if you believe that such fees are or will be prohibitively expensive or excessive, we and the Covered Parties will entertain in good faith any reasonable written request by you for us and the Covered Parties to pay or reimburse you for all or part of such fees. In addition, we will pay the selected arbitration provider's fees for all claims under $15,000. For claims above that amount, the selected arbitration provider's fee shall be covered equally by the parties. In the event we prevail, we agree not to seek recovery of our attorneys' fees from you. If you prevail and the Arbitrator awards you an amount higher than our last written settlement offer before the Arbitrator was selected, we will pay you double your attorney's fees and the maximum claim that may be brought in small claims court in the county of your billing address. **We, the Covered Parties and you are prohibited from participating in any type of representative action, including a class action or private attorney general action. We, the Covered Parties and you are also prohibited from seeking any relief on a representative or class basis.** You will not be subject to this Provision for any individual claim brought by you in small claims court or your state's equivalent court, unless such claim is transferred, removed or appealed to a different court. IF ANY PARTY ELECTS ARBITRATION WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE NOR ANY COVERED PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT; TO HAVE A JURY TRIAL ON THAT CLAIM; OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO SUCH CLAIM. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING EXCEPT AS MAY BE PROVIDED IN THE FAA. This Provision will survive your full payment of this Lease; our sale or transfer of this Lease; any repossession of the Vehicle; and your (or our) bankruptcy.

    By checking the "opt-in" box and signing below, you agree that at the request of either you or us any controversy or claim between you and us shall be determined by neutral binding arbitration under the Federal Arbitration Act (definitions, terms and conditions described in the Arbitration Provision). IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, CHECK THE "OPT-OUT" BOX AND SIGN BELOW. By checking a box and signing below, you agree that you have read and received a copy of the Arbitration Provision.

☒ **OPT IN:** You agree to be bound by the Arbitration Provision.
☐ **OPT OUT:** You do not wish to be bound by the Arbitration Provision.

Lessee [redacted] K

Co-Lessee N/A K

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CALIFORNIA CREDIT DISABILITY INSURANCE CLAIM PROCEDURE NOTICE

If you have applied for and received Optional Credit Disability Insurance (Section 19), and become disabled, tell us right away. We will tell you where to get claim forms. Send in the completed form to the Insurance Provider as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment, WE CANNOT TRY TO COLLECT WHAT YOU OWE OR REPOSSESS THE VEHICLE UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, or repossess the vehicle if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior lien holder is foreclosing.

If the insurance company pays the claim within three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months as a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will be able to take action to collect or foreclose or repossess any collateral you may have given.

LEASE SIGNATURES AND NOTICES

By signing below, you acknowledge that: (1) You have read the entire Lease, including all pages; (2) You agree to all of the provisions of this Lease; (3) This is a lease; you have no ownership interest in the Vehicle unless and until you exercise your option to purchase set forth in this Lease.

Notice to the Lessee: (1) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this Lease; (3) Warning – Unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

You acknowledge that you have received a completely filled-in copy of this Lease.

Lessee [redacted] L

Name: CITY OF REDLANDS

Co-Lessee N/A L

Name: N/A

Notice Regarding Assignment. As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor is hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in agreements to acquire the Vehicle.

Acceptance and Assignment: The Lessor hereby accepts this Lease and assigns to the Toyota Lease Trust all rights, title and interest in this Lease and in the Vehicle, and Lessor's rights under any guaranty executed in connection with this Lease, with full powers to Toyota Lease Trust to collect and discharge all obligations related to this Lease, any guaranty, and this assignment.

Lessor [redacted] M

Name: TOYOTA OF REDLANDS

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Stock No:2300065

Deal ID:46047

CLOSED-END MOTOR VEHICLE LEASE AGREEMENT CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

1. Parties

Lease Date: 10/04/2022

LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS

CITY OF REDLANDS
PO BOX 3005
REDLANDS, County of SAN BERNARDINO, CA 92373

LESSOR (DEALER) NAME AND ADDRESS

TOYOTA OF REDLANDS
921 NEW YORK STREET
REDLANDS, CA 92374

VEHICLE GARAGING ADDRESS

N/A

This is a Lease for the Vehicle described below. The words **"you"**, **"your"** and **"yours"** refer to the Lessee and any Co-Lessee. The words **"we"**, **"us"** and **"our"** refer to the Lessor, and after assignment, to the Toyota Lease Trust ("TLT") and any subsequent assignee. Toyota Motor Credit Corporation ("TMCC") will be servicing this Lease on behalf of TLT. By signing this Lease, you agree to lease the Vehicle described below from us under the terms of this Lease, to pay all amounts due and to perform all of your obligations under this Lease.

2. Description of Leased Vehicle

You are leasing from us, and have received in satisfactory condition, the following Vehicle:

Leased Vehicle

2023 Toyota Camry XSE Auto

New or Used	Vehicle Identification Number	Primary Use	Odometer Mileage
New	4T1K61AK8PU731190	Business	5

The box below memorializes trade-in, turn-in and other individualized agreements between you and the Lessor (Dealer). Obligations of the Lessor set forth in this box shall be the sole responsibility of the Lessor (Dealer). If this box conflicts with any other section of this Lease, the other section of this Lease shall control.

N/A

"THERE IS NO COOLING OFF PERIOD"

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this Lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this Lease only with the agreement of the Lessor or for legal cause such as fraud.

Lessee [redacted] A

Co-Lessee N/A A

GAP LIABILITY NOTICE: In the event of theft or damage to the Vehicle that results in a total loss, there may be a GAP between the amount due upon early termination and the proceeds of your insurance settlement and deductible. THIS LEASE PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. Optional coverage for the GAP amount may be offered for an additional price.

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CLOSED-END MOTOR VEHICLE LEASE AGREEMENT
CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery (Itemized in Section 7 below)	4. Monthly Payments	5. Other Charges (not part of your Monthly Payment)	6. Total of Payments (The amount you will have paid by the end of the Lease)
$ 1,055.65	Your first Monthly Payment of $ 647.90 is due on 10/04/2022, followed by 35 payments of $ 647.90 due on the 4th of each month. The total of your Monthly Payments is: $ 23,324.40	Disposition fee (if you do not purchase the Vehicle) $ 350.00 Total $ 350.00	$ 24,082.15

Itemization of Amount Due at Lease Signing or Delivery

7. Amount Due at Lease Signing or Delivery:

a.	Capitalized Cost Reduction	$ N/A
b.	First Monthly Payment	$ 647.90
c.	Refundable Security Deposit	$ N/A
d.	Title Fees	$ N/A
e.	Registration Fees	$ 127.00
f.	License Fees	$ 242.00
g.	Tax on Capitalized Cost Reduction	$ N/A
h.	Acquisition Fee	$ N/A
i.	Document Processing Fee (Not a Government Fee)	$ N/A
j.	DMV Electronic Filing Fee (Not a Government Fee)	$ 30.00
k.	California Tire Fee	$ 8.75
l.	N/A	$ N/A
m.	N/A	$ N/A
n.	N/A	$ N/A
o.	N/A	$ N/A
p.	Total	$ 1,055.65

8. How the Amount Due at Lease Signing or Delivery will be Paid:

a. Net Trade-In Allowance
Year N/A Make N/A Model N/A
VIN N/A
(i) Agreed Upon Value $ N/A
(ii) Less: Pay Off $ N/A
(iii) Less: Cash to Lessee $ N/A
Net Trade In [(i) — (ii) — (iii), no less than 0] $ 0.00

b. Rebates and Noncash Credits $ 1,055.65

c.	N/A	$ N/A
d.	N/A	$ N/A
e.	N/A	$ N/A

f. Amount to be Paid in Cash $ N/A

g. Total $ 1,055.65

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Your Monthly Payment is determined as shown below

9. Payment Determination

a.	**Gross Capitalized Cost.** The agreed upon value of the Vehicle ($ 37,355.65) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). For an itemization of this amount, see Section 13.	$	38,258.65
b.	**Capitalized Cost Reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost.	– $	N/A
c.	**Adjusted Capitalized Cost.** The amount used in calculating your Base Monthly Payment.	= $	38,258.65
d.	**Residual Value.** The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment.	– $	21,199.00
e.	**Depreciation and any Amortized Amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term.	= $	17,059.65
f.	**Rent Charge.** The amount charged in addition to the Depreciation and any Amortized Amounts.	+ $	4,388.04
g.	**Total of Base Monthly Payments.** The Depreciation and any Amortized Amounts plus the Rent Charge.	= $	21,447.69
h.	**Lease Payments.** The number of payments in your Lease.	÷	36
i.	**Base Monthly Payment.**	= $	595.77
j.	**Monthly Sales/Use Tax.**	+ $	52.13
k.	N/A	+ $	N/A
l.	**Total Monthly Payment ("Monthly Payment")**	= $	647.90

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

10. Excessive Wear and Use

You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 36000 miles over the odometer mileage disclosed on page one, at the rate of $ 0.15 per mile.

11. Purchase Option at the End of Lease Term

You have an option to purchase the Vehicle at the end of the Lease Term for $ 21,199.00.
That amount does not include other charges you may be required to pay pursuant to Section 32.

12. Other Important Terms

Review this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

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Gross Capitalized Cost Itemization and Other Items

13. Itemization of Gross Capitalized Cost

You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a.1.	Agreed Upon Value of the Vehicle as equipped at time of signing this Lease	$ 37,355.65
a.2.	Agreed Upon Value of each accessory and item of optional equipment the Lessor (Dealer) agrees to add to the Vehicle after signing this Lease:	
	i. N/A	+ $ N/A
	ii. N/A	+ $ N/A
	iii. N/A	+ $ N/A
	iv. N/A	+ $ N/A
a.3.	Total Agreed Upon Value of the Vehicle	= $ 37,355.65
b.	Taxes	+ $ N/A
c.	Initial Title, License, and Registration Fees	+ $ N/A
d.	Outstanding Prior Credit or Lease Balance	+ $ N/A
e.	Acquisition Fee	+ $ 650.00
f.	Document Processing Fee (Not a Government Fee)	+ $ 85.00
g.	DMV Electronic Filing Fee (Not a Government Fee)	+ $ N/A
h.	California Tire Fee	+ $ N/A
i.	TIFF	+ $ 168.00
j.	N/A	+ $ N/A
k.	N/A	+ $ N/A
l.	N/A	+ $ N/A
m.	N/A	+ $ N/A
n.	N/A	+ $ N/A
o.	N/A	+ $ N/A
p.	N/A	+ $ N/A
q.	N/A	+ $ N/A
r.	N/A	+ $ N/A
s.	Gross Capitalized Cost	= $ 38,258.65

14. Lease Term and Scheduled Maturity Date

The Lease Term of this Lease is 36 months, and the Scheduled Maturity Date of this Lease is 10/03/2025.

15. Required Insurance

You must provide the following insurance during the Lease Term, with the Lessee and/or Co-Lessee as an insured driver. No other types of insurance are required and **no Required Insurance is provided by us in this Lease**:

a) primary automobile liability insurance with minimum limits for bodily injury or death of

i) $ 15,000.00 for any one person, and

ii) $ 30,000.00 for any one accident, and

iii) $ 5,000.00 for property damage; and

b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of $1,000.

See Section 24 for more information.

You have provided us today with the following insurance information:

ZTS	12345678
Insurance Provider	Policy No.
ZS	(909) 793-0300
Agent's Name	Agent's Phone No.
N/A	
Agent's Address	

Insurance Coverage Verification by Dealer Employee [redacted] B

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16. Charges for Late/Returned Payments

If we do not receive a full Monthly Payment within 10 days after it is due, you must pay a late payment charge of 5% of the unpaid amount or $10, whichever is greater.

If any payment (including an electronic funds transfer) you make to us is not honored or returned to us for any reason, in addition to any late charges, you may be charged a fee of $25, as permitted by law.

17. Estimated Official Fees and Taxes

This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and taxes (including personal property taxes), whether included in your Total Monthly Payment (Section 9.I), the Amount Due at Lease Signing or Delivery (Section 7) or billed separately. The actual total of Official Fees and Taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed. **This estimate is based on your current address and may increase if you move or if tax rates change. You are responsible for paying any increases.** See Section 27 for additional information.

Estimated Total $ 2,991.58

18. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by a warranty unless identified below:

☐ Remainder of standard new vehicle warranty from manufacturer
☐ Used vehicle warranty from manufacturer

UNLESS WE MAKE A WRITTEN WARRANTY OR ENTER INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS LEASE AND EXCEPT AS STATED IN THE PARAGRAPH IMMEDIATELY ABOVE, OR AS OTHERWISE PROVIDED BY LAW, YOU ARE LEASING THIS VEHICLE "AS IS." THERE ARE NO WARRANTIES AS TO THE VEHICLE'S CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

19. Optional Insurance and Other Products

You are not required to buy any of the Optional Insurance or Other Products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless the appropriate box is checked, all information is filled in, you sign below, and you are accepted by the Provider. By your signature below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

☐ **Optional Credit Life Insurance**

N/A
N/A
Insured(s)

$ N/A
Beginning Coverage

N/A
Provider

$ N/A
Premium

Lessee N/A C

Co-Lessee N/A C

☐ **Optional Credit Disability Insurance**

N/A
N/A
Insured(s)

$ N/A
Maximum Monthly Coverage

N/A
Provider

$ N/A
Premium

Lessee N/A D

Co-Lessee N/A D

☐ **Optional Service Contract**

N/A Miles/Coverage, N/A Months

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A E

Co-Lessee N/A E

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☐ **Optional Guaranteed Automobile Protection** (See Section 31)

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A F

Co-Lessee N/A F

☐ **Optional Maintenance Agreement**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A G

Co-Lessee N/A G

☐ **Optional Excess Wear and Use Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A H

Co-Lessee N/A H

☐ **Optional Tire and Wheel Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A I

Co-Lessee N/A I

Total Premiums and Charges $ 0.00

20. Complete Agreement or Modification

By your signature, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you and by us.

Lessee [redacted] J

Co-Lessee N/A J

YOUR OBLIGATIONS DURING THIS LEASE

21. Vehicle Maintenance and Damage

You are responsible for all maintenance, repair, service, and operating expenses of the Vehicle. You agree to keep the Vehicle in the same condition as when you received it, except for reasonable wear, to maintain the Vehicle so that any warranties or similar agreements remain effective and so that it passes all inspections required by law, to follow the owner's manual and maintenance schedule, and to provide us with written proof of such maintenance. You agree to make the Vehicle available to us for inspection during the Lease Term at any reasonable time and place that we request.

22. Prohibited Uses of the Vehicle. You agree that you will not, nor permit others to:

a. use the Vehicle in any illegal manner, in violation of your insurance policy, or without the insurance coverage described in Sections 15 and 24;
b. alter or install any equipment on or in the Vehicle without our written consent. Any accessions to the Vehicle become our property;
c. subject the Vehicle to any lien, seizure or other involuntary transfer;
d. use the Vehicle to transport goods or people for hire;
e. remove the Vehicle from the state where it was first titled, for more than 30 days, without our written consent;

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f. take the Vehicle outside the continental United States (except to Canada or Mexico for less than 30 days, if you have our consent and have provided us with proof of insurance);
g. use the Vehicle in a way that causes the cancellation or suspension of any warranty or other similar protection agreement; or
h. allow anyone else to regularly use the Vehicle without our written consent.

Assigning, subleasing, pledging or permitting a security interest to be created in, or in any other way transferring by you of any interest in the Vehicle or this Lease is strictly prohibited.

23. **Title and Registration.** Legal title to the Vehicle will be in our name and the Vehicle will be registered as we direct. You must promptly pay all title, registration, and license fees.

24. **Required Insurance.** The limits required under state law may not be sufficient for your needs. See your insurance provider for more information. **You may obtain the required coverages through any insurance company, agent, or broker you choose which is reasonably acceptable to us and authorized to do business in the state where the Vehicle is located.** This insurance may be provided through existing policies that you own or control if it otherwise meets all requirements. The insurance policy must be acceptable to us, name Toyota Lease Trust as **additional insured** and **loss payee**, and give us at least 10 days written notice before any cancellation or reduction in coverage. You authorize us to endorse your name(s) on any check or draft from your insurance company for any claim. You must provide us with written proof of this insurance, including a copy of the insurance policy, at any time during the term of this Lease at our request. You agree to release to us all insurance or other proceeds you receive for damages or loss to the Vehicle (including any premium refunds on the Required Insurance) up to the amount you owe us.

Notice: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Lease.

25. **Payment Obligations.** You may not change or stop your Monthly Payments for any reason, even if the Vehicle is stolen, destroyed, seized by the government, non-operative, experiences any mechanical problem, or does not perform satisfactorily. We may apply each Monthly Payment and each other payment we receive to past due payments, current payment due, late charges, and other amounts due under this Lease in any order we choose, to the extent permitted by law.

26. **Change in Address.** You must notify us in writing within 30 days of any change in your address or the address where the Vehicle is garaged.

27. **Fees Taxes and Fines.** You must promptly pay all official fees and taxes related to the Vehicle and this Lease, including title, license and registration fees, and sales, use, excise and personal property taxes. These amounts may change from time to time based on changes to your address and changes in tax rates. You must also promptly pay all other fees, assessments, charges, costs and fines (collectively "fines") incurred on the Vehicle such as traffic tickets, impounds, towing charges, storage charges and toll violations. Some bills for official fees and taxes may be sent to you for payment. Other bills may be paid by us on your behalf and we will charge you the amount billed to us. If you fail to pay any such amount when billed by us or by a third party, and we elect to pay it, you will reimburse us for the amount paid plus a $10 administrative fee per incident, to the extent permitted by law. In connection with these bills, you give us permission to provide information regarding you and this Lease to the billing authority. You must pay all fees, taxes, assessments, charges, costs and fines incurred on the Vehicle during the Lease Term, even if they are assessed and billed after this Lease has ended. We may charge you an estimated amount for any remaining items at the time this Lease ends. You are responsible for any shortage in this estimate, and we will refund you any excess.

    We are not obligated to apply for any refund or abatement of official fees and taxes, including personal property taxes. If you make a written request that we apply for a refund of an official fee or tax that you paid to us, to which you are entitled, we will file an application for refund. We will send any refund we receive, less all amounts due under this Lease, to you.

    We may pay any title, registration, license fee, tax, assessment, charge, cost or fine which you fail to pay, and charge you the amount paid. You are responsible for any fines or penalties if you fail to pay the bill when due.

28. **Default and Remedies.** To the extent permitted by law, you will be in default if:
    a. you fail to make any payment when it is due;
    b. you fail to keep any other agreement in this Lease;
    c. you provided false or misleading information when applying for this Lease;
    d. you become the subject of a bankruptcy or insolvency proceeding;
    e. the Vehicle is lost, stolen, seized, confiscated, levied upon, or damaged beyond reasonable repair;
    f. you die and there is no surviving co-lessee; or
    g. you fail to return the Vehicle by the Scheduled Maturity Date and do not obtain our written consent to extend the Lease Term.

    If you are in default, we may do any or all of the following, as permitted by law, after giving any legally required notices, and observing any legally required cure or reinstatement periods:
    i. terminate this Lease and your right to use the Vehicle;
    ii. require you to return the Vehicle by allowing us to pick up the Vehicle or making it available to us at any reasonable time and place we specify;
    iii. take possession of the Vehicle by legal process or by self help in any manner not prohibited by law;
    iv. require you to pay the amounts set forth in Section 29;
    v. take any reasonable action to correct your default or to prevent our loss;
    vi. pursue any other remedy allowed by law; and
    vii. require you to pay all of our reasonable expenses for taking these actions and add the amount of our expenses to the amount you owe us under this Lease, including, but not limited to, expenses for repossession, transportation, storage, collection, and legal costs, including reasonable attorneys' fees paid to an attorney who is not our salaried employee, as allowed by applicable law.

    We or our agent may take possession of personal property left in or on the Vehicle, subject to your right to recover such property, if any. We or our agent may store it for you and you will be responsible to pay for this service. If you do not take possession of the personal property, we or our agent may dispose of it as permitted by law.

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CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

ENDING YOUR LEASE

29. Early Termination by Us. We may terminate this Lease at any time if you are in default (see Section 28). If we do, you must return the Vehicle to us, at any reasonable location we specify. In addition, you must pay us, upon demand, the total of the following amounts:

a. the amounts set forth in Section 28(vii); plus
b. all Monthly Payments that have become due and are unpaid at termination; plus
c. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
d. an Early Termination Amount equal to, the difference, if any, between:
   (i) the Adjusted Capitalized Cost as disclosed in Section 9(c); and
   (ii) the sum of (a) all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method, and (b) the Realized Value of the Vehicle, as defined below; minus
e. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

The "Realized Value" means one of the following: (1) where the Vehicle is a total loss as a result of a theft or damage, and you maintain the Required Insurance, the amount of any applicable insurance deductible owed by you plus the proceeds of the settlement of the insurance claim, unless we agree to a higher amount; (2) the wholesale appraised value, if you elect to have an appraisal, which you may obtain, at your own expense, from a professional independent appraiser agreed to by you and us (the appraisal must be completed at least three days before the scheduled valuation or disposal date of the Vehicle, as provided by a notice that we will provide to you); (3) if we choose to retain ownership of the Vehicle for use or to lease the Vehicle to a subsequent lessee, the wholesale value as specified in the current edition of a recognized used vehicle guide such as Kelley Blue Book or the N.A.D.A. Official Used Car Guide; or, (4) under all other circumstances, the price paid for the Vehicle at disposition.

30. Early Termination by You. You may terminate this Lease at any time prior to the scheduled end of this Lease. If you terminate this Lease early, are not in default, and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand:

a. all Monthly Payments that have become due and are unpaid at termination; plus
b. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
c. the Early Termination Amount determined pursuant to Section 29(d) above; minus
d. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

If you terminate this Lease early, are in default (see Section 28), and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand, the amounts specified in Section 29 above.

Other terms apply if you terminate this Lease and purchase the Vehicle or trade in the Vehicle in connection with the purchase or lease of another vehicle.

31. Effect of Guaranteed Automobile Protection on Early Termination. If the Vehicle is subject to damage or theft resulting in a total loss, and you have purchased and received Guaranteed Automobile Protection in connection with this Lease, and you have met the conditions set forth in the Guaranteed Automobile Protection agreement, then your Early Termination obligations set forth in Sections 29 or 30, as applicable, will not include the charges set forth in Section 29(d), the disposition fee shown in Section 5, and the charges for Excessive Wear and Use and excess mileage (Sections 10 and 34).

32. Your Option to Purchase the Vehicle. You may purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date (unless a governmental agency has seized the Vehicle and instructed us not to release the Vehicle to you). The price to purchase the Vehicle at the Scheduled Maturity Date is the Purchase Option Price shown in Section 11, plus, the amount described in subsections 32(a), 32(b) and 32(c), below. The price to purchase the Vehicle during the Lease Term is the total of:

a. all unpaid Monthly Payments that have become due, and other amounts due and unpaid under this Lease, except the disposition fee shown in Section 5 and charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus,
b. all official fees and taxes, and documentary fees charged in connection with the purchase; plus,
c. all amounts necessary to meet any legal selling requirements; plus,
d. the difference, if any, between the Adjusted Capitalized Cost as disclosed in Section 9(c) and all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method.

As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor and Lessee are hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in any agreement for the sale of the Vehicle at Lease termination.

33. Obligations if You Do Not Purchase the Vehicle at the Scheduled Maturity Date. At the Scheduled Maturity Date, you must return the Vehicle to us at any reasonable location we specify, and pay us, upon demand, the following amounts:

a. all Monthly Payments and other amounts due under this Lease, including the disposition fee shown in Section 5; plus
b. all official fees and taxes charged in connection with this Lease termination; plus
c. all Excessive Wear and Use charges described in Section 34; plus
d. all excess mileage charges disclosed in Section 10. You will not receive a refund if you do not use all of the mileage set forth in Section 10.

If you keep possession of the Vehicle past the Scheduled Maturity Date, you agree to continue to pay the Monthly Payments. However, continued payment does not cure any default, including a default under Section 28(g), and does not permit you to keep the Vehicle unless you obtain our advance written consent to extend the Lease Term. You agree to pay us any damages we suffer because you failed to return the Vehicle at the end of this Lease.

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34. **Excessive Wear and Use Charges.** If you do not purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date, or if you elect to terminate this Lease pursuant to the terms of this Lease and except to the extent paid by the Excess Wear and Use Protection Plan; if you purchased and received that Plan, you are responsible for the estimated cost to repair damage (including diagnostic cost, if any) to the Vehicle which is excessive wear and use (even if we do not repair the Vehicle).

    Excessive wear and use may include but is not limited to certain damage such as:

    a. inoperative mechanical and electrical parts;
    b. damage (including but not limited to, damage to the engine) due to your failure to maintain the Vehicle pursuant to the terms of this Lease;
    c. damage to the body, lights, trim or paint;
    d. damaged, broken or missing glass;
    e. torn, damaged or stained interior;
    f. damage from flood, water, hail or sand;
    g. damage from removal of equipment or signs placed on the Vehicle;
    h. missing equipment, parts and accessories, including missing keys or remote entry devices; or
    i. any wear or damage to any part of the tire that doesn't allow the tire to meet the manufacturer's guidelines for safe operation, or any mismatched tire sizes in a set of 5 (or 4 with any emergency spare if the Vehicle was equipped with one).

ADDITIONAL INFORMATION

35. **Communication Consent.** You agree that we, TMCC and any affiliates, agents and service providers or any assignees of the foregoing (individually and collectively, as applicable in this Communications Consent section, "we," "our" or "us") may call you, leave you a voice, prerecorded or artificial voice message or send you a text, email or other electronic message for any purpose related to your Accounts with us, our products and services, or surveys or research (each a "Communication"). We may include your personal information in a Communication and conduct a Communication using an automated dialing system and any contact information we have for you, including a cell phone number. We will not charge you for a Communication but your service provider may do so. You understand and agree, we may always communicate with you in any manner permissible by law that does not require your consent.
36. **Refundable Security Deposit.** Your security deposit may be used by us to pay amounts that you owe under this Lease. If you elect to purchase your Vehicle, your security deposit may be applied by us to the amount you owe to purchase your Vehicle. Any unused security deposit will be returned to you at the end of the Lease Term. No interest, increase, or profits will be paid to you on the security deposit, unless required by law.
37. **Assignment.** We can assign our interest in this Lease and in the Vehicle without your consent. After you sign this Lease, we will assign it to TLT and you agree to make all payments to TMCC as servicer for TLT.
38. **Refund of Optional Insurance or Other Products.** If any optional insurance or product included in the Gross Capitalized Cost is cancelled before the end of the Lease Term, or if you are not accepted by the Provider for a requested optional insurance or product, we will credit any refunds to your account.
39. **Indemnity.** You agree to indemnify us from, and to pay on our behalf, any claim or loss (including damages, costs, expenses and legal fees) which arises from or is related to the possession, condition, use, maintenance or operation of the Vehicle. Any insurance we provide is secondary to the Required Insurance.
40. **Credit Information.** You authorize us, at any time, to investigate any information provided on your credit application in order to establish, maintain and collect on this Lease account, including to order one or more credit reports in connection with establishing, maintaining or collecting this Lease account. You authorize us to provide information concerning your account to credit reporting agencies and others who may lawfully receive such information. You may notify us if you believe that we have reported any inaccurate information about your Lease account to a consumer reporting agency. Send your written notice describing the specific inaccuracies to us at the following address: P.O. Box 9786, Cedar Rapids, IA 52409-9786.
41. **Liability.** Lessee and Co-Lessee are jointly and severally liable. If there is both a Lessee and Co-Lessee signing this Lease, we can release, waive, or delay the enforcement of our rights against one of you, without affecting our rights as to the other one(s).
42. **Notices.** All Lessee and Co-Lessee correspondence and notices will be sent to the Lessee's Billing Address shown on this Lease, unless you give us a different address. If the Co-Lessee provides a separate address, delinquency notices will be provided to such address in addition to the Billing Address. All correspondence and notices will be given solely in TMCC's name as the servicer, and will be given on behalf of TLT.
43. **Choice of Law and Severability.** You agree that the law of the state in which this Lease is signed applies to this Lease unless prohibited by law. If certain provisions of this Lease violate the law, those provisions will be void, and the rest of this Lease will be enforceable.
44. **No Waiver by Us.** If we delay or refrain from exercising our rights or remedies under this Lease, we do not lose those rights or remedies. If we accept late or partial payments from you, we do not waive our right to receive full and timely payments. We may accept payments with "Payment in Full," similar language or other restrictive endorsements without being bound by such language or waiving our rights or remedies.
45. **Odometer Disclosure Statement.** Federal law requires that you disclose the Vehicle's odometer reading to us upon termination of this Lease or transfer of ownership. Failure to complete an Odometer Disclosure Statement, failure to return it to us, or making a false statement therein, may result in fines and/or imprisonment. You will be provided an Odometer Disclosure Statement to complete prior to the termination of this Lease.
46. **Nonapproval of Credit Application. You have the right to return the vehicle and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.**

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47. **True Lease; Security Interest.** You and we intend that this Lease for all purposes constitutes a "true lease" of the Vehicle, and not a "financed lease" or a secured transaction under the laws of any state. However, if for some reason a court or arbitrator determines that this Lease constitutes a "financed lease" or a secured transaction, you grant us a security interest at that time, to the extent permitted by law, in the Vehicle including any property now or later installed in or affixed to the Vehicle, in all proceeds derived from the Vehicle, in your security deposit, in the proceeds of any insurance relating to persons or property and the proceeds of all Guaranteed Automobile Protection and other optional products, including return of unearned premiums and unearned charges.

48. **Electronic Records and Signatures and Conversion to Paper.** You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

    There will be one authoritative copy of this contract. It will be the electronic copy in a document management system we designate for storing it. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

ARBITRATION

49. **Arbitration Provision.** You agree that any claims arising from or relating to this Lease or related agreements or relationships, including the validity, enforceability, arbitrability or scope of this Provision, at your or our election, are subject to arbitration. This includes, without limitation, claims in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, and claims asserted by us against you and by you against us, and the following Covered Parties: Toyota Lease Trust, Toyota Motor Credit Corporation, Lexus Financial Services, Toyota Motor Insurance Services, Inc., and/or any of our or its affiliates and/or any of our or their employees, officers, successors, assigns or against any third party providing any product or service in connection with this Lease. Any arbitration shall be administered by either JAMS (its rules may be obtained at any of its many offices nationwide or online at www.jamsadr.com), or any arbitration provider that either party may choose subject to the other's approval, which may not be unreasonably withheld. The applicable rules of the selected arbitration provider shall govern, except that in the event of any inconsistency between those rules and this Provision, this Provision shall prevail. Such claims shall be resolved in accordance with (i) the Federal Arbitration Act (the "FAA"); (ii) the selected arbitration provider's rules and procedures in effect at the time the claim is filed; and (iii) this Provision. Any arbitration hearing at which you appear shall be conducted at a location that is reasonably convenient to where you live. The Arbitrator shall apply applicable substantive law consistent with the FAA (and not any state law concerning arbitration) and shall award such remedies, if any, that would be available in court if arbitration had not been elected. If you cannot afford to pay and cannot obtain a waiver of the fees charged by the Arbitrator or if you believe that such fees are or will be prohibitively expensive or excessive, we and the Covered Parties will entertain in good faith any reasonable written request by you for us and the Covered Parties to pay or reimburse you for all or part of such fees. In addition, we will pay the selected arbitration provider's fees for all claims under $15,000. For claims above that amount, the selected arbitration provider's fee shall be covered equally by the parties. In the event we prevail, we agree not to seek recovery of our attorneys' fees from you. If you prevail and the Arbitrator awards you an amount higher than our last written settlement offer before the Arbitrator was selected, we will pay you double your attorney's fees and the maximum claim that may be brought in small claims court in the county of your billing address. **We, the Covered Parties and you are prohibited from participating in any type of representative action, including a class action or private attorney general action. We, the Covered Parties and you are also prohibited from seeking any relief on a representative or class basis.** You will not be subject to this Provision for any individual claim brought by you in small claims court or your state's equivalent court, unless such claim is transferred, removed or appealed to a different court. IF ANY PARTY ELECTS ARBITRATION WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE NOR ANY COVERED PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT; TO HAVE A JURY TRIAL ON THAT CLAIM; OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO SUCH CLAIM. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING EXCEPT AS MAY BE PROVIDED IN THE FAA. This Provision will survive your full payment of this Lease; our sale or transfer of this Lease; any repossession of the Vehicle; and your (or our) bankruptcy.

    By checking the "opt-in" box and signing below, you agree that at the request of either you or us any controversy or claim between you and us shall be determined by neutral binding arbitration under the Federal Arbitration Act (definitions, terms and conditions described in the Arbitration Provision). IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, CHECK THE "OPT-OUT" BOX AND SIGN BELOW. By checking a box and signing below, you agree that you have read and received a copy of the Arbitration Provision.

☒ **OPT IN:** You agree to be bound by the Arbitration Provision.
☐ **OPT OUT:** You do not wish to be bound by the Arbitration Provision.

Lessee [redacted] K

Co-Lessee N/A K

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CALIFORNIA CREDIT DISABILITY INSURANCE CLAIM PROCEDURE NOTICE

If you have applied for and received Optional Credit Disability Insurance (Section 19), and become disabled, tell us right away. We will tell you where to get claim forms. Send in the completed form to the Insurance Provider as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment, WE CANNOT TRY TO COLLECT WHAT YOU OWE OR REPOSSESS THE VEHICLE UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, or repossess the vehicle if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior lien holder is foreclosing.

If the insurance company pays the claim within three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months as a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will be able to take action to collect or foreclose or repossess any collateral you may have given.

LEASE SIGNATURES AND NOTICES

By signing below, you acknowledge that: (1) You have read the entire Lease, including all pages; (2) You agree to all of the provisions of this Lease; (3) This is a lease; you have no ownership interest in the Vehicle unless and until you exercise your option to purchase set forth in this Lease.

Notice to the Lessee: (1) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this Lease; (3) Warning – Unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

You acknowledge that you have received a completely filled-in copy of this Lease.

Lessee [redacted] L

Name: CITY OF REDLANDS

Co-Lessee N/A L

Name: N/A

Notice Regarding Assignment. As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor is hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in agreements to acquire the Vehicle.

Acceptance and Assignment: The Lessor hereby accepts this Lease and assigns to the Toyota Lease Trust all rights, title and interest in this Lease and in the Vehicle, and Lessor's rights under any guaranty executed in connection with this Lease, with full powers to Toyota Lease Trust to collect and discharge all obligations related to this Lease, any guaranty, and this assignment.

Lessor [redacted] M

Name: TOYOTA OF REDLANDS

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Stock No:2201824

Deal ID:46049

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TOYOTA FINANCIAL SERVICES SM

1. Parties

Lease Date: 10/04/2022

LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS

CITY OF REDLANDS
PO BOX 3005
REDLANDS, County of SAN BERNARDINO, CA 92373

LESSOR (DEALER) NAME AND ADDRESS

TOYOTA OF REDLANDS
921 NEW YORK STREET
REDLANDS, CA 92374

VEHICLE GARAGING ADDRESS

N/A

This is a Lease for the Vehicle described below. The words **"you"**, **"your"** and **"yours"** refer to the Lessee and any Co-Lessee. The words **"we"**, **"us"** and **"our"** refer to the Lessor, and after assignment, to the Toyota Lease Trust ("TLT") and any subsequent assignee. Toyota Motor Credit Corporation ("TMCC") will be servicing this Lease on behalf of TLT. By signing this Lease, you agree to lease the Vehicle described below from us under the terms of this Lease, to pay all amounts due and to perform all of your obligations under this Lease.

2. Description of Leased Vehicle

You are leasing from us, and have received in satisfactory condition, the following Vehicle:

Leased Vehicle

2022 Toyota RAV4 LE FWD

New or Used	Vehicle Identification Number	Primary Use	Odometer Mileage
New	2T3K1RFV6NC206876	Business	2

The box below memorializes trade-in, turn-in and other individualized agreements between you and the Lessor (Dealer). Obligations of the Lessor set forth in this box shall be the sole responsibility of the Lessor (Dealer). If this box conflicts with any other section of this Lease, the other section of this Lease shall control.

N/A

"THERE IS NO COOLING OFF PERIOD"

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this Lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this Lease only with the agreement of the Lessor or for legal cause such as fraud.

Lessee [redacted] A

Co-Lessee N/A A

GAP LIABILITY NOTICE: In the event of theft or damage to the Vehicle that results in a total loss, there may be a GAP between the amount due upon early termination and the proceeds of your insurance settlement and deductible. THIS LEASE PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. Optional coverage for the GAP amount may be offered for an additional price.

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CLOSED-END MOTOR VEHICLE LEASE AGREEMENT
CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery (Itemized in Section 7 below)	4. Monthly Payments	5. Other Charges (not part of your Monthly Payment)	6. Total of Payments (The amount you will have paid by the end of the Lease)
$ 949.50	Your first Monthly Payment of $ 567.75 is due on 10/04/2022, followed by 35 payments of $ 567.75 due on the 4th of each month. The total of your Monthly Payments is: $ 20,439.00	Disposition fee (if you do not purchase the Vehicle) $ 350.00 Total $ 350.00	$ 21,170.75

Itemization of Amount Due at Lease Signing or Delivery

7. Amount Due at Lease Signing or Delivery:

a.	Capitalized Cost Reduction	$ N/A
b.	First Monthly Payment	$ 567.75
c.	Refundable Security Deposit	$ N/A
d.	Title Fees	$ N/A
e.	Registration Fees	$ 127.00
f.	License Fees	$ 216.00
g.	Tax on Capitalized Cost Reduction	$ N/A
h.	Acquisition Fee	$ N/A
i.	Document Processing Fee (Not a Government Fee)	$ N/A
j.	DMV Electronic Filing Fee (Not a Government Fee)	$ 30.00
k.	California Tire Fee	$ 8.75
l.	N/A	$ N/A
m.	N/A	$ N/A
n.	N/A	$ N/A
o.	N/A	$ N/A
p.	Total	$ 949.50

8. How the Amount Due at Lease Signing or Delivery will be Paid:

a. Net Trade-In Allowance
Year N/A Make N/A Model N/A
VIN N/A
(i) Agreed Upon Value $ N/A
(ii) Less: Pay Off $ N/A
(iii) Less: Cash to Lessee $ N/A
Net Trade In [(i) — (ii) — (iii), no less than 0] $ 0.00

b. Rebates and Noncash Credits $ 949.50

c.	N/A	$ N/A
d.	N/A	$ N/A
e.	N/A	$ N/A

f. Amount to be Paid in Cash $ N/A

g. Total $ 949.50

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Your Monthly Payment is determined as shown below

9. Payment Determination

a.	**Gross Capitalized Cost.** The agreed upon value of the Vehicle ($ 33,369.50) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). For an itemization of this amount, see Section 13.	$	34,216.50
b.	**Capitalized Cost Reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost.	– $	N/A
c.	**Adjusted Capitalized Cost.** The amount used in calculating your Base Monthly Payment.	= $	34,216.50
d.	**Residual Value.** The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment.	– $	20,876.00
e.	**Depreciation and any Amortized Amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term.	= $	13,340.50
f.	**Rent Charge.** The amount charged in addition to the Depreciation and any Amortized Amounts.	+ $	5,454.00
g.	**Total of Base Monthly Payments.** The Depreciation and any Amortized Amounts plus the Rent Charge.	= $	18,794.50
h.	**Lease Payments.** The number of payments in your Lease.	÷	36
i.	**Base Monthly Payment.**	= $	522.07
j.	**Monthly Sales/Use Tax.**	+ $	45.68
k.	N/A	+ $	N/A
l.	**Total Monthly Payment ("Monthly Payment")**	= $	567.75

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

10. Excessive Wear and Use

You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 36000 miles over the odometer mileage disclosed on page one, at the rate of $ 0.15 per mile.

11. Purchase Option at the End of Lease Term

You have an option to purchase the Vehicle at the end of the Lease Term for $ 20,876.00.
That amount does not include other charges you may be required to pay pursuant to Section 32.

12. Other Important Terms

Review this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

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Gross Capitalized Cost Itemization and Other Items

13. Itemization of Gross Capitalized Cost

You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a.1. Agreed Upon Value of the Vehicle as equipped at time of signing this Lease		$ 33,369.50
a.2. Agreed Upon Value of each accessory and item of optional equipment the Lessor (Dealer) agrees to add to the Vehicle after signing this Lease:		
i. N/A	+ $	N/A
ii. N/A	+ $	N/A
iii. N/A	+ $	N/A
iv. N/A	+ $	N/A
a.3. Total Agreed Upon Value of the Vehicle	= $	33,369.50
b. Taxes	+ $	N/A
c. Initial Title, License, and Registration Fees	+ $	N/A
d. Outstanding Prior Credit or Lease Balance	+ $	N/A
e. Acquisition Fee	+ $	650.00
f. Document Processing Fee (Not a Government Fee)	+ $	85.00
g. DMV Electronic Filing Fee (Not a Government Fee)	+ $	N/A
h. California Tire Fee	+ $	N/A
i. TIFF	+ $	112.00
j. N/A	+ $	N/A
k. N/A	+ $	N/A
l. N/A	+ $	N/A
m. N/A	+ $	N/A
n. N/A	+ $	N/A
o. N/A	+ $	N/A
p. N/A	+ $	N/A
q. N/A	+ $	N/A
r. N/A	+ $	N/A
s. Gross Capitalized Cost	= $	34,216.50

14. Lease Term and Scheduled Maturity Date

The Lease Term of this Lease is 36 months, and the Scheduled Maturity Date of this Lease is 10/03/2025.

15. Required Insurance

You must provide the following insurance during the Lease Term, with the Lessee and/or Co-Lessee as an insured driver. No other types of insurance are required and **no Required Insurance is provided by us in this Lease**:

a) primary automobile liability insurance with minimum limits for bodily injury or death of

i) $ 15,000.00 for any one person, and

ii) $ 30,000.00 for any one accident, and

iii) $ 5,000.00 for property damage; and

b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of $1,000.

See Section 24 for more information.

You have provided us today with the following insurance information:

UNKOWN	12345678
Insurance Provider	Policy No.
UNKNOWN	(909) 793-0300
Agent's Name	Agent's Phone No.
N/A	
Agent's Address	

Insurance Coverage Verification by Dealer Employee [redacted] B

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16. Charges for Late/Returned Payments

If we do not receive a full Monthly Payment within 10 days after it is due, you must pay a late payment charge of 5% of the unpaid amount or $10, whichever is greater.

If any payment (including an electronic funds transfer) you make to us is not honored or returned to us for any reason, in addition to any late charges, you may be charged a fee of $25, as permitted by law.

17. Estimated Official Fees and Taxes

This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and taxes (including personal property taxes), whether included in your Total Monthly Payment (Section 9.I), the Amount Due at Lease Signing or Delivery (Section 7) or billed separately. The actual total of Official Fees and Taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed. **This estimate is based on your current address and may increase if you move or if tax rates change. You are responsible for paying any increases.** See Section 27 for additional information.

Estimated Total $ 2,635.50

18. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by a warranty unless identified below:

☐ Remainder of standard new vehicle warranty from manufacturer
☐ Used vehicle warranty from manufacturer

UNLESS WE MAKE A WRITTEN WARRANTY OR ENTER INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS LEASE AND EXCEPT AS STATED IN THE PARAGRAPH IMMEDIATELY ABOVE, OR AS OTHERWISE PROVIDED BY LAW, YOU ARE LEASING THIS VEHICLE "AS IS." THERE ARE NO WARRANTIES AS TO THE VEHICLE'S CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

19. Optional Insurance and Other Products

You are not required to buy any of the Optional Insurance or Other Products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless the appropriate box is checked, all information is filled in, you sign below, and you are accepted by the Provider. By your signature below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

☐ **Optional Credit Life Insurance**

N/A
N/A
Insured(s)

$ N/A
Beginning Coverage

N/A
Provider

$ N/A
Premium

Lessee: N/A C

Co-Lessee: N/A C

☐ **Optional Credit Disability Insurance**

N/A
N/A
Insured(s)

$ N/A
Maximum Monthly Coverage

N/A
Provider

$ N/A
Premium

Lessee: N/A D

Co-Lessee: N/A D

☐ **Optional Service Contract**

N/A Miles/Coverage, N/A Months

N/A
Provider

$ N/A
Premium or Charge

Lessee: N/A E

Co-Lessee: N/A E

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☐ **Optional Guaranteed Automobile Protection** (See Section 31)

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A F

Co-Lessee N/A F

☐ **Optional Maintenance Agreement**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A G

Co-Lessee N/A G

☐ **Optional Excess Wear and Use Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A H

Co-Lessee N/A H

☐ **Optional Tire and Wheel Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A I

Co-Lessee N/A I

Total Premiums and Charges $ 0.00

20. Complete Agreement or Modification

By your signature, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you and by us.

Lessee [redacted] J

Co-Lessee N/A J

YOUR OBLIGATIONS DURING THIS LEASE

21. Vehicle Maintenance and Damage

You are responsible for all maintenance, repair, service, and operating expenses of the Vehicle. You agree to keep the Vehicle in the same condition as when you received it, except for reasonable wear, to maintain the Vehicle so that any warranties or similar agreements remain effective and so that it passes all inspections required by law, to follow the owner's manual and maintenance schedule, and to provide us with written proof of such maintenance. You agree to make the Vehicle available to us for inspection during the Lease Term at any reasonable time and place that we request.

22. Prohibited Uses of the Vehicle. You agree that you will not, nor permit others to:

a. use the Vehicle in any illegal manner, in violation of your insurance policy, or without the insurance coverage described in Sections 15 and 24;
b. alter or install any equipment on or in the Vehicle without our written consent. Any accessions to the Vehicle become our property;
c. subject the Vehicle to any lien, seizure or other involuntary transfer;
d. use the Vehicle to transport goods or people for hire;
e. remove the Vehicle from the state where it was first titled, for more than 30 days, without our written consent;

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f. take the Vehicle outside the continental United States (except to Canada or Mexico for less than 30 days, if you have our consent and have provided us with proof of insurance);
g. use the Vehicle in a way that causes the cancellation or suspension of any warranty or other similar protection agreement; or
h. allow anyone else to regularly use the Vehicle without our written consent.

Assigning, subleasing, pledging or permitting a security interest to be created in, or in any other way transferring by you of any interest in the Vehicle or this Lease is strictly prohibited.

23. **Title and Registration.** Legal title to the Vehicle will be in our name and the Vehicle will be registered as we direct. You must promptly pay all title, registration, and license fees.

24. **Required Insurance.** The limits required under state law may not be sufficient for your needs. See your insurance provider for more information. **You may obtain the required coverages through any insurance company, agent, or broker you choose which is reasonably acceptable to us and authorized to do business in the state where the Vehicle is located.** This insurance may be provided through existing policies that you own or control if it otherwise meets all requirements. The insurance policy must be acceptable to us, name Toyota Lease Trust as **additional insured** and **loss payee**, and give us at least 10 days written notice before any cancellation or reduction in coverage. You authorize us to endorse your name(s) on any check or draft from your insurance company for any claim. You must provide us with written proof of this insurance, including a copy of the insurance policy, at any time during the term of this Lease at our request. You agree to release to us all insurance or other proceeds you receive for damages or loss to the Vehicle (including any premium refunds on the Required Insurance) up to the amount you owe us.

Notice: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Lease.

25. **Payment Obligations.** You may not change or stop your Monthly Payments for any reason, even if the Vehicle is stolen, destroyed, seized by the government, non-operative, experiences any mechanical problem, or does not perform satisfactorily. We may apply each Monthly Payment and each other payment we receive to past due payments, current payment due, late charges, and other amounts due under this Lease in any order we choose, to the extent permitted by law.

26. **Change in Address.** You must notify us in writing within 30 days of any change in your address or the address where the Vehicle is garaged.

27. **Fees Taxes and Fines.** You must promptly pay all official fees and taxes related to the Vehicle and this Lease, including title, license and registration fees, and sales, use, excise and personal property taxes. These amounts may change from time to time based on changes to your address and changes in tax rates. You must also promptly pay all other fees, assessments, charges, costs and fines (collectively "fines") incurred on the Vehicle such as traffic tickets, impounds, towing charges, storage charges and toll violations. Some bills for official fees and taxes may be sent to you for payment. Other bills may be paid by us on your behalf and we will charge you the amount billed to us. If you fail to pay any such amount when billed by us or by a third party, and we elect to pay it, you will reimburse us for the amount paid plus a $10 administrative fee per incident, to the extent permitted by law. In connection with these bills, you give us permission to provide information regarding you and this Lease to the billing authority. You must pay all fees, taxes, assessments, charges, costs and fines incurred on the Vehicle during the Lease Term, even if they are assessed and billed after this Lease has ended. We may charge you an estimated amount for any remaining items at the time this Lease ends. You are responsible for any shortage in this estimate, and we will refund you any excess.

    We are not obligated to apply for any refund or abatement of official fees and taxes, including personal property taxes. If you make a written request that we apply for a refund of an official fee or tax that you paid to us, to which you are entitled, we will file an application for refund. We will send any refund we receive, less all amounts due under this Lease, to you.

    We may pay any title, registration, license fee, tax, assessment, charge, cost or fine which you fail to pay, and charge you the amount paid. You are responsible for any fines or penalties if you fail to pay the bill when due.

28. **Default and Remedies.** To the extent permitted by law, you will be in default if:
    a. you fail to make any payment when it is due;
    b. you fail to keep any other agreement in this Lease;
    c. you provided false or misleading information when applying for this Lease;
    d. you become the subject of a bankruptcy or insolvency proceeding;
    e. the Vehicle is lost, stolen, seized, confiscated, levied upon, or damaged beyond reasonable repair;
    f. you die and there is no surviving co-lessee; or
    g. you fail to return the Vehicle by the Scheduled Maturity Date and do not obtain our written consent to extend the Lease Term.

    If you are in default, we may do any or all of the following, as permitted by law, after giving any legally required notices, and observing any legally required cure or reinstatement periods:
    i. terminate this Lease and your right to use the Vehicle;
    ii. require you to return the Vehicle by allowing us to pick up the Vehicle or making it available to us at any reasonable time and place we specify;
    iii. take possession of the Vehicle by legal process or by self help in any manner not prohibited by law;
    iv. require you to pay the amounts set forth in Section 29;
    v. take any reasonable action to correct your default or to prevent our loss;
    vi. pursue any other remedy allowed by law; and
    vii. require you to pay all of our reasonable expenses for taking these actions and add the amount of our expenses to the amount you owe us under this Lease, including, but not limited to, expenses for repossession, transportation, storage, collection, and legal costs, including reasonable attorneys' fees paid to an attorney who is not our salaried employee, as allowed by applicable law.

    We or our agent may take possession of personal property left in or on the Vehicle, subject to your right to recover such property, if any. We or our agent may store it for you and you will be responsible to pay for this service. If you do not take possession of the personal property, we or our agent may dispose of it as permitted by law.

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ENDING YOUR LEASE

29. Early Termination by Us. We may terminate this Lease at any time if you are in default (see Section 28). If we do, you must return the Vehicle to us, at any reasonable location we specify. In addition, you must pay us, upon demand, the total of the following amounts:

a. the amounts set forth in Section 28(vii); plus
b. all Monthly Payments that have become due and are unpaid at termination; plus
c. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
d. an Early Termination Amount equal to, the difference, if any, between:
   (i) the Adjusted Capitalized Cost as disclosed in Section 9(c); and
   (ii) the sum of (a) all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method, and (b) the Realized Value of the Vehicle, as defined below; minus
e. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

The "Realized Value" means one of the following: (1) where the Vehicle is a total loss as a result of a theft or damage, and you maintain the Required Insurance, the amount of any applicable insurance deductible owed by you plus the proceeds of the settlement of the insurance claim, unless we agree to a higher amount; (2) the wholesale appraised value, if you elect to have an appraisal, which you may obtain, at your own expense, from a professional independent appraiser agreed to by you and us (the appraisal must be completed at least three days before the scheduled valuation or disposal date of the Vehicle, as provided by a notice that we will provide to you); (3) if we choose to retain ownership of the Vehicle for use or to lease the Vehicle to a subsequent lessee, the wholesale value as specified in the current edition of a recognized used vehicle guide such as Kelley Blue Book or the N.A.D.A. Official Used Car Guide; or, (4) under all other circumstances, the price paid for the Vehicle at disposition.

30. Early Termination by You. You may terminate this Lease at any time prior to the scheduled end of this Lease. If you terminate this Lease early, are not in default, and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand:

a. all Monthly Payments that have become due and are unpaid at termination; plus
b. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
c. the Early Termination Amount determined pursuant to Section 29(d) above; minus
d. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

If you terminate this Lease early, are in default (see Section 28), and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand, the amounts specified in Section 29 above.

Other terms apply if you terminate this Lease and purchase the Vehicle or trade in the Vehicle in connection with the purchase or lease of another vehicle.

31. Effect of Guaranteed Automobile Protection on Early Termination. If the Vehicle is subject to damage or theft resulting in a total loss, and you have purchased and received Guaranteed Automobile Protection in connection with this Lease, and you have met the conditions set forth in the Guaranteed Automobile Protection agreement, then your Early Termination obligations set forth in Sections 29 or 30, as applicable, will not include the charges set forth in Section 29(d), the disposition fee shown in Section 5, and the charges for Excessive Wear and Use and excess mileage (Sections 10 and 34).

32. Your Option to Purchase the Vehicle. You may purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date (unless a governmental agency has seized the Vehicle and instructed us not to release the Vehicle to you). The price to purchase the Vehicle at the Scheduled Maturity Date is the Purchase Option Price shown in Section 11, plus, the amount described in subsections 32(a), 32(b) and 32(c), below. The price to purchase the Vehicle during the Lease Term is the total of:

a. all unpaid Monthly Payments that have become due, and other amounts due and unpaid under this Lease, except the disposition fee shown in Section 5 and charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus,
b. all official fees and taxes, and documentary fees charged in connection with the purchase; plus,
c. all amounts necessary to meet any legal selling requirements; plus,
d. the difference, if any, between the Adjusted Capitalized Cost as disclosed in Section 9(c) and all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method.

As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor and Lessee are hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in any agreement for the sale of the Vehicle at Lease termination.

33. Obligations if You Do Not Purchase the Vehicle at the Scheduled Maturity Date. At the Scheduled Maturity Date, you must return the Vehicle to us at any reasonable location we specify, and pay us, upon demand, the following amounts:

a. all Monthly Payments and other amounts due under this Lease, including the disposition fee shown in Section 5; plus
b. all official fees and taxes charged in connection with this Lease termination; plus
c. all Excessive Wear and Use charges described in Section 34; plus
d. all excess mileage charges disclosed in Section 10. You will not receive a refund if you do not use all of the mileage set forth in Section 10.

If you keep possession of the Vehicle past the Scheduled Maturity Date, you agree to continue to pay the Monthly Payments. However, continued payment does not cure any default, including a default under Section 28(g), and does not permit you to keep the Vehicle unless you obtain our advance written consent to extend the Lease Term. You agree to pay us any damages we suffer because you failed to return the Vehicle at the end of this Lease.

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34. **Excessive Wear and Use Charges.** If you do not purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date, or if you elect to terminate this Lease pursuant to the terms of this Lease and except to the extent paid by the Excess Wear and Use Protection Plan; if you purchased and received that Plan, you are responsible for the estimated cost to repair damage (including diagnostic cost, if any) to the Vehicle which is excessive wear and use (even if we do not repair the Vehicle).

    Excessive wear and use may include but is not limited to certain damage such as:

    a. inoperative mechanical and electrical parts;
    b. damage (including but not limited to, damage to the engine) due to your failure to maintain the Vehicle pursuant to the terms of this Lease;
    c. damage to the body, lights, trim or paint;
    d. damaged, broken or missing glass;
    e. torn, damaged or stained interior;
    f. damage from flood, water, hail or sand;
    g. damage from removal of equipment or signs placed on the Vehicle;
    h. missing equipment, parts and accessories, including missing keys or remote entry devices; or
    i. any wear or damage to any part of the tire that doesn't allow the tire to meet the manufacturer's guidelines for safe operation, or any mismatched tire sizes in a set of 5 (or 4 with any emergency spare if the Vehicle was equipped with one).

ADDITIONAL INFORMATION

35. **Communication Consent.** You agree that we, TMCC and any affiliates, agents and service providers or any assignees of the foregoing (individually and collectively, as applicable in this Communications Consent section, "we," "our" or "us") may call you, leave you a voice, prerecorded or artificial voice message or send you a text, email or other electronic message for any purpose related to your Accounts with us, our products and services, or surveys or research (each a "Communication"). We may include your personal information in a Communication and conduct a Communication using an automated dialing system and any contact information we have for you, including a cell phone number. We will not charge you for a Communication but your service provider may do so. You understand and agree, we may always communicate with you in any manner permissible by law that does not require your consent.
36. **Refundable Security Deposit.** Your security deposit may be used by us to pay amounts that you owe under this Lease. If you elect to purchase your Vehicle, your security deposit may be applied by us to the amount you owe to purchase your Vehicle. Any unused security deposit will be returned to you at the end of the Lease Term. No interest, increase, or profits will be paid to you on the security deposit, unless required by law.
37. **Assignment.** We can assign our interest in this Lease and in the Vehicle without your consent. After you sign this Lease, we will assign it to TLT and you agree to make all payments to TMCC as servicer for TLT.
38. **Refund of Optional Insurance or Other Products.** If any optional insurance or product included in the Gross Capitalized Cost is cancelled before the end of the Lease Term, or if you are not accepted by the Provider for a requested optional insurance or product, we will credit any refunds to your account.
39. **Indemnity.** You agree to indemnify us from, and to pay on our behalf, any claim or loss (including damages, costs, expenses and legal fees) which arises from or is related to the possession, condition, use, maintenance or operation of the Vehicle. Any insurance we provide is secondary to the Required Insurance.
40. **Credit Information.** You authorize us, at any time, to investigate any information provided on your credit application in order to establish, maintain and collect on this Lease account, including to order one or more credit reports in connection with establishing, maintaining or collecting this Lease account. You authorize us to provide information concerning your account to credit reporting agencies and others who may lawfully receive such information. You may notify us if you believe that we have reported any inaccurate information about your Lease account to a consumer reporting agency. Send your written notice describing the specific inaccuracies to us at the following address: P.O. Box 9786, Cedar Rapids, IA 52409-9786.
41. **Liability.** Lessee and Co-Lessee are jointly and severally liable. If there is both a Lessee and Co-Lessee signing this Lease, we can release, waive, or delay the enforcement of our rights against one of you, without affecting our rights as to the other one(s).
42. **Notices.** All Lessee and Co-Lessee correspondence and notices will be sent to the Lessee's Billing Address shown on this Lease, unless you give us a different address. If the Co-Lessee provides a separate address, delinquency notices will be provided to such address in addition to the Billing Address. All correspondence and notices will be given solely in TMCC's name as the servicer, and will be given on behalf of TLT.
43. **Choice of Law and Severability.** You agree that the law of the state in which this Lease is signed applies to this Lease unless prohibited by law. If certain provisions of this Lease violate the law, those provisions will be void, and the rest of this Lease will be enforceable.
44. **No Waiver by Us.** If we delay or refrain from exercising our rights or remedies under this Lease, we do not lose those rights or remedies. If we accept late or partial payments from you, we do not waive our right to receive full and timely payments. We may accept payments with "Payment in Full," similar language or other restrictive endorsements without being bound by such language or waiving our rights or remedies.
45. **Odometer Disclosure Statement.** Federal law requires that you disclose the Vehicle's odometer reading to us upon termination of this Lease or transfer of ownership. Failure to complete an Odometer Disclosure Statement, failure to return it to us, or making a false statement therein, may result in fines and/or imprisonment. You will be provided an Odometer Disclosure Statement to complete prior to the termination of this Lease.
46. **Nonapproval of Credit Application. You have the right to return the vehicle and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.**

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47. **True Lease; Security Interest.** You and we intend that this Lease for all purposes constitutes a "true lease" of the Vehicle, and not a "financed lease" or a secured transaction under the laws of any state. However, if for some reason a court or arbitrator determines that this Lease constitutes a "financed lease" or a secured transaction, you grant us a security interest at that time, to the extent permitted by law, in the Vehicle including any property now or later installed in or affixed to the Vehicle, in all proceeds derived from the Vehicle, in your security deposit, in the proceeds of any insurance relating to persons or property and the proceeds of all Guaranteed Automobile Protection and other optional products, including return of unearned premiums and unearned charges.

48. **Electronic Records and Signatures and Conversion to Paper.** You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

    There will be one authoritative copy of this contract. It will be the electronic copy in a document management system we designate for storing it. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

ARBITRATION

49. **Arbitration Provision.** You agree that any claims arising from or relating to this Lease or related agreements or relationships, including the validity, enforceability, arbitrability or scope of this Provision, at your or our election, are subject to arbitration. This includes, without limitation, claims in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, and claims asserted by us against you and by you against us, and the following Covered Parties: Toyota Lease Trust, Toyota Motor Credit Corporation, Lexus Financial Services, Toyota Motor Insurance Services, Inc., and/or any of our or its affiliates and/or any of our or their employees, officers, successors, assigns or against any third party providing any product or service in connection with this Lease. Any arbitration shall be administered by either JAMS (its rules may be obtained at any of its many offices nationwide or online at www.jamsadr.com), or any arbitration provider that either party may choose subject to the other's approval, which may not be unreasonably withheld. The applicable rules of the selected arbitration provider shall govern, except that in the event of any inconsistency between those rules and this Provision, this Provision shall prevail. Such claims shall be resolved in accordance with (i) the Federal Arbitration Act (the "FAA"); (ii) the selected arbitration provider's rules and procedures in effect at the time the claim is filed; and (iii) this Provision. Any arbitration hearing at which you appear shall be conducted at a location that is reasonably convenient to where you live. The Arbitrator shall apply applicable substantive law consistent with the FAA (and not any state law concerning arbitration) and shall award such remedies, if any, that would be available in court if arbitration had not been elected. If you cannot afford to pay and cannot obtain a waiver of the fees charged by the Arbitrator or if you believe that such fees are or will be prohibitively expensive or excessive, we and the Covered Parties will entertain in good faith any reasonable written request by you for us and the Covered Parties to pay or reimburse you for all or part of such fees. In addition, we will pay the selected arbitration provider's fees for all claims under $15,000. For claims above that amount, the selected arbitration provider's fee shall be covered equally by the parties. In the event we prevail, we agree not to seek recovery of our attorneys' fees from you. If you prevail and the Arbitrator awards you an amount higher than our last written settlement offer before the Arbitrator was selected, we will pay you double your attorney's fees and the maximum claim that may be brought in small claims court in the county of your billing address. **We, the Covered Parties and you are prohibited from participating in any type of representative action, including a class action or private attorney general action. We, the Covered Parties and you are also prohibited from seeking any relief on a representative or class basis.** You will not be subject to this Provision for any individual claim brought by you in small claims court or your state's equivalent court, unless such claim is transferred, removed or appealed to a different court. IF ANY PARTY ELECTS ARBITRATION WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE NOR ANY COVERED PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT; TO HAVE A JURY TRIAL ON THAT CLAIM; OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO SUCH CLAIM. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING EXCEPT AS MAY BE PROVIDED IN THE FAA. This Provision will survive your full payment of this Lease; our sale or transfer of this Lease; any repossession of the Vehicle; and your (or our) bankruptcy.

    By checking the "opt-in" box and signing below, you agree that at the request of either you or us any controversy or claim between you and us shall be determined by neutral binding arbitration under the Federal Arbitration Act (definitions, terms and conditions described in the Arbitration Provision). IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, CHECK THE "OPT-OUT" BOX AND SIGN BELOW. By checking a box and signing below, you agree that you have read and received a copy of the Arbitration Provision.

☒ **OPT IN:** You agree to be bound by the Arbitration Provision.
☐ **OPT OUT:** You do not wish to be bound by the Arbitration Provision.

Lessee [redacted] K

Co-Lessee N/A K

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CLOSED-END MOTOR VEHICLE LEASE AGREEMENT
CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

CALIFORNIA CREDIT DISABILITY INSURANCE CLAIM PROCEDURE NOTICE

If you have applied for and received Optional Credit Disability Insurance (Section 19), and become disabled, tell us right away. We will tell you where to get claim forms. Send in the completed form to the Insurance Provider as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment, WE CANNOT TRY TO COLLECT WHAT YOU OWE OR REPOSSESS THE VEHICLE UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, or repossess the vehicle if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior lien holder is foreclosing.

If the insurance company pays the claim within three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months as a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will be able to take action to collect or foreclose or repossess any collateral you may have given.

LEASE SIGNATURES AND NOTICES

By signing below, you acknowledge that: (1) You have read the entire Lease, including all pages; (2) You agree to all of the provisions of this Lease; (3) This is a lease; you have no ownership interest in the Vehicle unless and until you exercise your option to purchase set forth in this Lease.

Notice to the Lessee: (1) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this Lease; (3) Warning – Unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

You acknowledge that you have received a completely filled-in copy of this Lease.

Lessee [redacted] L

Name: CITY OF REDLANDS

Co-Lessee N/A L

Name: N/A

Notice Regarding Assignment. As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor is hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in agreements to acquire the Vehicle.

Acceptance and Assignment: The Lessor hereby accepts this Lease and assigns to the Toyota Lease Trust all rights, title and interest in this Lease and in the Vehicle, and Lessor's rights under any guaranty executed in connection with this Lease, with full powers to Toyota Lease Trust to collect and discharge all obligations related to this Lease, any guaranty, and this assignment.

Lessor [redacted] M

Name: TOYOTA OF REDLANDS

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Deal ID:46053

CLOSED-END MOTOR VEHICLE LEASE AGREEMENT CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

1. Parties

Lease Date: 10/04/2022

LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS

CITY OF REDLANDS
PO BOX 3005
REDLANDS, County of SAN BERNARDINO, CA 92373

LESSOR (DEALER) NAME AND ADDRESS

TOYOTA OF REDLANDS
921 NEW YORK STREET
REDLANDS, CA 92374

VEHICLE GARAGING ADDRESS

N/A

This is a Lease for the Vehicle described below. The words **"you"**, **"your"** and **"yours"** refer to the Lessee and any Co-Lessee. The words **"we"**, **"us"** and **"our"** refer to the Lessor, and after assignment, to the Toyota Lease Trust ("TLT") and any subsequent assignee. Toyota Motor Credit Corporation ("TMCC") will be servicing this Lease on behalf of TLT. By signing this Lease, you agree to lease the Vehicle described below from us under the terms of this Lease, to pay all amounts due and to perform all of your obligations under this Lease.

2. Description of Leased Vehicle

You are leasing from us, and have received in satisfactory condition, the following Vehicle:

Leased Vehicle

2022 Toyota Highlander LE FWD

New or Used	Vehicle Identification Number	Primary Use	Odometer Mileage
New	5TDZZRAH4NS139171	Business	5

The box below memorializes trade-in, turn-in and other individualized agreements between you and the Lessor (Dealer). Obligations of the Lessor set forth in this box shall be the sole responsibility of the Lessor (Dealer). If this box conflicts with any other section of this Lease, the other section of this Lease shall control.

N/A

"THERE IS NO COOLING OFF PERIOD"

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this Lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this Lease only with the agreement of the Lessor or for legal cause such as fraud.

Lessee [redacted] A

Co-Lessee N/A A

GAP LIABILITY NOTICE: In the event of theft or damage to the Vehicle that results in a total loss, there may be a GAP between the amount due upon early termination and the proceeds of your insurance settlement and deductible. THIS LEASE PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. Optional coverage for the GAP amount may be offered for an additional price.

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TOYOTA FINANCIAL SERVICES SM

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery (Itemized in Section 7 below)	4. Monthly Payments	5. Other Charges (not part of your Monthly Payment)	6. Total of Payments (The amount you will have paid by the end of the Lease)
$ 1,056.51	Your first Monthly Payment of $ 632.76 is due on 10/04/2022, followed by 35 payments of $ 632.76 due on the 4th of each month. The total of your Monthly Payments is: $ 22,779.36	Disposition fee (if you do not purchase the Vehicle) $ 350.00 Total $ 350.00	$ 23,553.11

Itemization of Amount Due at Lease Signing or Delivery

7. Amount Due at Lease Signing or Delivery:

a.	Capitalized Cost Reduction	$ N/A
b.	First Monthly Payment	$ 632.76
c.	Refundable Security Deposit	$ N/A
d.	Title Fees	$ N/A
e.	Registration Fees	$ 127.00
f.	License Fees	$ 258.00
g.	Tax on Capitalized Cost Reduction	$ N/A
h.	Acquisition Fee	$ N/A
i.	Document Processing Fee (Not a Government Fee)	$ N/A
j.	DMV Electronic Filing Fee (Not a Government Fee)	$ 30.00
k.	California Tire Fee	$ 8.75
l.	N/A	$ N/A
m.	N/A	$ N/A
n.	N/A	$ N/A
o.	N/A	$ N/A
p.	Total	$ 1,056.51

8. How the Amount Due at Lease Signing or Delivery will be Paid:

a. Net Trade-In Allowance
Year N/A Make N/A Model N/A
VIN N/A
(i) Agreed Upon Value $ N/A
(ii) Less: Pay Off $ N/A
(iii) Less: Cash to Lessee $ N/A
Net Trade In [(i) — (ii) — (iii), no less than 0] $ 0.00

b. Rebates and Noncash Credits $ 1,056.51

c.	N/A	$ N/A
d.	N/A	$ N/A
e.	N/A	$ N/A

f. Amount to be Paid in Cash $ N/A

g. Total $ 1,056.51

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Your Monthly Payment is determined as shown below

9. Payment Determination

a.	**Gross Capitalized Cost.** The agreed upon value of the Vehicle ($ 39,716.51) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). For an itemization of this amount, see Section 13.	$	40,619.51
b.	**Capitalized Cost Reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost.	– $	N/A
c.	**Adjusted Capitalized Cost.** The amount used in calculating your Base Monthly Payment.	= $	40,619.51
d.	**Residual Value.** The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment.	– $	25,636.00
e.	**Depreciation and any Amortized Amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term.	= $	14,983.51
f.	**Rent Charge.** The amount charged in addition to the Depreciation and any Amortized Amounts.	+ $	5,963.04
g.	**Total of Base Monthly Payments.** The Depreciation and any Amortized Amounts plus the Rent Charge.	= $	20,946.55
h.	**Lease Payments.** The number of payments in your Lease.	÷	36
i.	**Base Monthly Payment.**	= $	581.85
j.	**Monthly Sales/Use Tax.**	+ $	50.91
k.	N/A	+ $	N/A
l.	**Total Monthly Payment ("Monthly Payment")**	= $	632.76

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

10. Excessive Wear and Use

You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 36000 miles over the odometer mileage disclosed on page one, at the rate of $ 0.15 per mile.

11. Purchase Option at the End of Lease Term

You have an option to purchase the Vehicle at the end of the Lease Term for $ 25,636.00.
That amount does not include other charges you may be required to pay pursuant to Section 32.

12. Other Important Terms

Review this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

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Gross Capitalized Cost Itemization and Other Items

13. Itemization of Gross Capitalized Cost

You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a.1. Agreed Upon Value of the Vehicle as equipped at time of signing this Lease		$ 39,716.51
a.2. Agreed Upon Value of each accessory and item of optional equipment the Lessor (Dealer) agrees to add to the Vehicle after signing this Lease:		
i. N/A	+ $	N/A
ii. N/A	+ $	N/A
iii. N/A	+ $	N/A
iv. N/A	+ $	N/A
a.3. Total Agreed Upon Value of the Vehicle	= $	39,716.51
b. Taxes	+ $	N/A
c. Initial Title, License, and Registration Fees	+ $	N/A
d. Outstanding Prior Credit or Lease Balance	+ $	N/A
e. Acquisition Fee	+ $	650.00
f. Document Processing Fee (Not a Government Fee)	+ $	85.00
g. DMV Electronic Filing Fee (Not a Government Fee)	+ $	N/A
h. California Tire Fee	+ $	N/A
i. TIFF	+ $	168.00
j. N/A	+ $	N/A
k. N/A	+ $	N/A
l. N/A	+ $	N/A
m. N/A	+ $	N/A
n. N/A	+ $	N/A
o. N/A	+ $	N/A
p. N/A	+ $	N/A
q. N/A	+ $	N/A
r. N/A	+ $	N/A
s. Gross Capitalized Cost	= $	40,619.51

14. Lease Term and Scheduled Maturity Date

The Lease Term of this Lease is 36 months, and the Scheduled Maturity Date of this Lease is 10/03/2025.

15. Required Insurance

You must provide the following insurance during the Lease Term, with the Lessee and/or Co-Lessee as an insured driver. No other types of insurance are required and **no Required Insurance is provided by us in this Lease**:

a) primary automobile liability insurance with minimum limits for bodily injury or death of

i) $ 15,000.00 for any one person, and

ii) $ 30,000.00 for any one accident, and

iii) $ 5,000.00 for property damage; and

b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of $1,000.

See Section 24 for more information.

You have provided us today with the following insurance information:

UNKNOWN	12345678
Insurance Provider	Policy No.
UNKNOWN	(909) 793-0300
Agent's Name	Agent's Phone No.
N/A	
Agent's Address	

Insurance Coverage Verification by Dealer Employee [redacted] B

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16. Charges for Late/Returned Payments

If we do not receive a full Monthly Payment within 10 days after it is due, you must pay a late payment charge of 5% of the unpaid amount or $10, whichever is greater.

If any payment (including an electronic funds transfer) you make to us is not honored or returned to us for any reason, in addition to any late charges, you may be charged a fee of $25, as permitted by law.

17. Estimated Official Fees and Taxes

This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and taxes (including personal property taxes), whether included in your Total Monthly Payment (Section 9.I), the Amount Due at Lease Signing or Delivery (Section 7) or billed separately. The actual total of Official Fees and Taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed. **This estimate is based on your current address and may increase if you move or if tax rates change. You are responsible for paying any increases.** See Section 27 for additional information.

Estimated Total $ 3,029.74

18. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by a warranty unless identified below:

☐ Remainder of standard new vehicle warranty from manufacturer
☐ Used vehicle warranty from manufacturer

UNLESS WE MAKE A WRITTEN WARRANTY OR ENTER INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS LEASE AND EXCEPT AS STATED IN THE PARAGRAPH IMMEDIATELY ABOVE, OR AS OTHERWISE PROVIDED BY LAW, YOU ARE LEASING THIS VEHICLE "AS IS." THERE ARE NO WARRANTIES AS TO THE VEHICLE'S CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

19. Optional Insurance and Other Products

You are not required to buy any of the Optional Insurance or Other Products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless the appropriate box is checked, all information is filled in, you sign below, and you are accepted by the Provider. By your signature below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

☐ **Optional Credit Life Insurance**

N/A
N/A
Insured(s)

$ N/A
Beginning Coverage

N/A
Provider

$ N/A
Premium

Lessee N/A C

Co-Lessee N/A C

☐ **Optional Credit Disability Insurance**

N/A
N/A
Insured(s)

$ N/A
Maximum Monthly Coverage

N/A
Provider

$ N/A
Premium

Lessee N/A D

Co-Lessee N/A D

☐ **Optional Service Contract**

N/A Miles/Coverage, N/A Months

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A E

Co-Lessee N/A E

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CLOSED-END MOTOR VEHICLE LEASE AGREEMENT
CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

☐ **Optional Guaranteed Automobile Protection** (See Section 31)

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A F

Co-Lessee N/A F

☐ **Optional Maintenance Agreement**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A G

Co-Lessee N/A G

☐ **Optional Excess Wear and Use Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A H

Co-Lessee N/A H

☐ **Optional Tire and Wheel Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A I

Co-Lessee N/A I

Total Premiums and Charges $ 0.00

20. Complete Agreement or Modification

By your signature, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you and by us.

Lessee [redacted] J

Co-Lessee N/A J

YOUR OBLIGATIONS DURING THIS LEASE

21. Vehicle Maintenance and Damage

You are responsible for all maintenance, repair, service, and operating expenses of the Vehicle. You agree to keep the Vehicle in the same condition as when you received it, except for reasonable wear, to maintain the Vehicle so that any warranties or similar agreements remain effective and so that it passes all inspections required by law, to follow the owner's manual and maintenance schedule, and to provide us with written proof of such maintenance. You agree to make the Vehicle available to us for inspection during the Lease Term at any reasonable time and place that we request.

22. Prohibited Uses of the Vehicle. You agree that you will not, nor permit others to:

a. use the Vehicle in any illegal manner, in violation of your insurance policy, or without the insurance coverage described in Sections 15 and 24;
b. alter or install any equipment on or in the Vehicle without our written consent. Any accessions to the Vehicle become our property;
c. subject the Vehicle to any lien, seizure or other involuntary transfer;
d. use the Vehicle to transport goods or people for hire;
e. remove the Vehicle from the state where it was first titled, for more than 30 days, without our written consent;

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f. take the Vehicle outside the continental United States (except to Canada or Mexico for less than 30 days, if you have our consent and have provided us with proof of insurance);
g. use the Vehicle in a way that causes the cancellation or suspension of any warranty or other similar protection agreement; or
h. allow anyone else to regularly use the Vehicle without our written consent.

Assigning, subleasing, pledging or permitting a security interest to be created in, or in any other way transferring by you of any interest in the Vehicle or this Lease is strictly prohibited.

23. **Title and Registration.** Legal title to the Vehicle will be in our name and the Vehicle will be registered as we direct. You must promptly pay all title, registration, and license fees.

24. **Required Insurance.** The limits required under state law may not be sufficient for your needs. See your insurance provider for more information. **You may obtain the required coverages through any insurance company, agent, or broker you choose which is reasonably acceptable to us and authorized to do business in the state where the Vehicle is located.** This insurance may be provided through existing policies that you own or control if it otherwise meets all requirements. The insurance policy must be acceptable to us, name Toyota Lease Trust as **additional insured** and **loss payee**, and give us at least 10 days written notice before any cancellation or reduction in coverage. You authorize us to endorse your name(s) on any check or draft from your insurance company for any claim. You must provide us with written proof of this insurance, including a copy of the insurance policy, at any time during the term of this Lease at our request. You agree to release to us all insurance or other proceeds you receive for damages or loss to the Vehicle (including any premium refunds on the Required Insurance) up to the amount you owe us.

Notice: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Lease.

25. **Payment Obligations.** You may not change or stop your Monthly Payments for any reason, even if the Vehicle is stolen, destroyed, seized by the government, non-operative, experiences any mechanical problem, or does not perform satisfactorily. We may apply each Monthly Payment and each other payment we receive to past due payments, current payment due, late charges, and other amounts due under this Lease in any order we choose, to the extent permitted by law.

26. **Change in Address.** You must notify us in writing within 30 days of any change in your address or the address where the Vehicle is garaged.

27. **Fees Taxes and Fines.** You must promptly pay all official fees and taxes related to the Vehicle and this Lease, including title, license and registration fees, and sales, use, excise and personal property taxes. These amounts may change from time to time based on changes to your address and changes in tax rates. You must also promptly pay all other fees, assessments, charges, costs and fines (collectively "fines") incurred on the Vehicle such as traffic tickets, impounds, towing charges, storage charges and toll violations. Some bills for official fees and taxes may be sent to you for payment. Other bills may be paid by us on your behalf and we will charge you the amount billed to us. If you fail to pay any such amount when billed by us or by a third party, and we elect to pay it, you will reimburse us for the amount paid plus a $10 administrative fee per incident, to the extent permitted by law. In connection with these bills, you give us permission to provide information regarding you and this Lease to the billing authority. You must pay all fees, taxes, assessments, charges, costs and fines incurred on the Vehicle during the Lease Term, even if they are assessed and billed after this Lease has ended. We may charge you an estimated amount for any remaining items at the time this Lease ends. You are responsible for any shortage in this estimate, and we will refund you any excess.

    We are not obligated to apply for any refund or abatement of official fees and taxes, including personal property taxes. If you make a written request that we apply for a refund of an official fee or tax that you paid to us, to which you are entitled, we will file an application for refund. We will send any refund we receive, less all amounts due under this Lease, to you.

    We may pay any title, registration, license fee, tax, assessment, charge, cost or fine which you fail to pay, and charge you the amount paid. You are responsible for any fines or penalties if you fail to pay the bill when due.

28. **Default and Remedies.** To the extent permitted by law, you will be in default if:
    a. you fail to make any payment when it is due;
    b. you fail to keep any other agreement in this Lease;
    c. you provided false or misleading information when applying for this Lease;
    d. you become the subject of a bankruptcy or insolvency proceeding;
    e. the Vehicle is lost, stolen, seized, confiscated, levied upon, or damaged beyond reasonable repair;
    f. you die and there is no surviving co-lessee; or
    g. you fail to return the Vehicle by the Scheduled Maturity Date and do not obtain our written consent to extend the Lease Term.

    If you are in default, we may do any or all of the following, as permitted by law, after giving any legally required notices, and observing any legally required cure or reinstatement periods:
    i. terminate this Lease and your right to use the Vehicle;
    ii. require you to return the Vehicle by allowing us to pick up the Vehicle or making it available to us at any reasonable time and place we specify;
    iii. take possession of the Vehicle by legal process or by self help in any manner not prohibited by law;
    iv. require you to pay the amounts set forth in Section 29;
    v. take any reasonable action to correct your default or to prevent our loss;
    vi. pursue any other remedy allowed by law; and
    vii. require you to pay all of our reasonable expenses for taking these actions and add the amount of our expenses to the amount you owe us under this Lease, including, but not limited to, expenses for repossession, transportation, storage, collection, and legal costs, including reasonable attorneys' fees paid to an attorney who is not our salaried employee, as allowed by applicable law.

    We or our agent may take possession of personal property left in or on the Vehicle, subject to your right to recover such property, if any. We or our agent may store it for you and you will be responsible to pay for this service. If you do not take possession of the personal property, we or our agent may dispose of it as permitted by law.

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ENDING YOUR LEASE

29. Early Termination by Us. We may terminate this Lease at any time if you are in default (see Section 28). If we do, you must return the Vehicle to us, at any reasonable location we specify. In addition, you must pay us, upon demand, the total of the following amounts:

a. the amounts set forth in Section 28(vii); plus
b. all Monthly Payments that have become due and are unpaid at termination; plus
c. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
d. an Early Termination Amount equal to, the difference, if any, between:
   (i) the Adjusted Capitalized Cost as disclosed in Section 9(c); and
   (ii) the sum of (a) all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method, and (b) the Realized Value of the Vehicle, as defined below; minus
e. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

The "Realized Value" means one of the following: (1) where the Vehicle is a total loss as a result of a theft or damage, and you maintain the Required Insurance, the amount of any applicable insurance deductible owed by you plus the proceeds of the settlement of the insurance claim, unless we agree to a higher amount; (2) the wholesale appraised value, if you elect to have an appraisal, which you may obtain, at your own expense, from a professional independent appraiser agreed to by you and us (the appraisal must be completed at least three days before the scheduled valuation or disposal date of the Vehicle, as provided by a notice that we will provide to you); (3) if we choose to retain ownership of the Vehicle for use or to lease the Vehicle to a subsequent lessee, the wholesale value as specified in the current edition of a recognized used vehicle guide such as Kelley Blue Book or the N.A.D.A. Official Used Car Guide; or, (4) under all other circumstances, the price paid for the Vehicle at disposition.

30. Early Termination by You. You may terminate this Lease at any time prior to the scheduled end of this Lease. If you terminate this Lease early, are not in default, and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand:

a. all Monthly Payments that have become due and are unpaid at termination; plus
b. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
c. the Early Termination Amount determined pursuant to Section 29(d) above; minus
d. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

If you terminate this Lease early, are in default (see Section 28), and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand, the amounts specified in Section 29 above.

Other terms apply if you terminate this Lease and purchase the Vehicle or trade in the Vehicle in connection with the purchase or lease of another vehicle.

31. Effect of Guaranteed Automobile Protection on Early Termination. If the Vehicle is subject to damage or theft resulting in a total loss, and you have purchased and received Guaranteed Automobile Protection in connection with this Lease, and you have met the conditions set forth in the Guaranteed Automobile Protection agreement, then your Early Termination obligations set forth in Sections 29 or 30, as applicable, will not include the charges set forth in Section 29(d), the disposition fee shown in Section 5, and the charges for Excessive Wear and Use and excess mileage (Sections 10 and 34).

32. Your Option to Purchase the Vehicle. You may purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date (unless a governmental agency has seized the Vehicle and instructed us not to release the Vehicle to you). The price to purchase the Vehicle at the Scheduled Maturity Date is the Purchase Option Price shown in Section 11, plus, the amount described in subsections 32(a), 32(b) and 32(c), below. The price to purchase the Vehicle during the Lease Term is the total of:

a. all unpaid Monthly Payments that have become due, and other amounts due and unpaid under this Lease, except the disposition fee shown in Section 5 and charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus,
b. all official fees and taxes, and documentary fees charged in connection with the purchase; plus,
c. all amounts necessary to meet any legal selling requirements; plus,
d. the difference, if any, between the Adjusted Capitalized Cost as disclosed in Section 9(c) and all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method.

As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor and Lessee are hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in any agreement for the sale of the Vehicle at Lease termination.

33. Obligations if You Do Not Purchase the Vehicle at the Scheduled Maturity Date. At the Scheduled Maturity Date, you must return the Vehicle to us at any reasonable location we specify, and pay us, upon demand, the following amounts:

a. all Monthly Payments and other amounts due under this Lease, including the disposition fee shown in Section 5; plus
b. all official fees and taxes charged in connection with this Lease termination; plus
c. all Excessive Wear and Use charges described in Section 34; plus
d. all excess mileage charges disclosed in Section 10. You will not receive a refund if you do not use all of the mileage set forth in Section 10.

If you keep possession of the Vehicle past the Scheduled Maturity Date, you agree to continue to pay the Monthly Payments. However, continued payment does not cure any default, including a default under Section 28(g), and does not permit you to keep the Vehicle unless you obtain our advance written consent to extend the Lease Term. You agree to pay us any damages we suffer because you failed to return the Vehicle at the end of this Lease.

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34. **Excessive Wear and Use Charges.** If you do not purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date, or if you elect to terminate this Lease pursuant to the terms of this Lease and except to the extent paid by the Excess Wear and Use Protection Plan; if you purchased and received that Plan, you are responsible for the estimated cost to repair damage (including diagnostic cost, if any) to the Vehicle which is excessive wear and use (even if we do not repair the Vehicle).

    Excessive wear and use may include but is not limited to certain damage such as:

    a. inoperative mechanical and electrical parts;
    b. damage (including but not limited to, damage to the engine) due to your failure to maintain the Vehicle pursuant to the terms of this Lease;
    c. damage to the body, lights, trim or paint;
    d. damaged, broken or missing glass;
    e. torn, damaged or stained interior;
    f. damage from flood, water, hail or sand;
    g. damage from removal of equipment or signs placed on the Vehicle;
    h. missing equipment, parts and accessories, including missing keys or remote entry devices; or
    i. any wear or damage to any part of the tire that doesn't allow the tire to meet the manufacturer's guidelines for safe operation, or any mismatched tire sizes in a set of 5 (or 4 with any emergency spare if the Vehicle was equipped with one).

ADDITIONAL INFORMATION

35. **Communication Consent.** You agree that we, TMCC and any affiliates, agents and service providers or any assignees of the foregoing (individually and collectively, as applicable in this Communications Consent section, "we," "our" or "us") may call you, leave you a voice, prerecorded or artificial voice message or send you a text, email or other electronic message for any purpose related to your Accounts with us, our products and services, or surveys or research (each a "Communication"). We may include your personal information in a Communication and conduct a Communication using an automated dialing system and any contact information we have for you, including a cell phone number. We will not charge you for a Communication but your service provider may do so. You understand and agree, we may always communicate with you in any manner permissible by law that does not require your consent.
36. **Refundable Security Deposit.** Your security deposit may be used by us to pay amounts that you owe under this Lease. If you elect to purchase your Vehicle, your security deposit may be applied by us to the amount you owe to purchase your Vehicle. Any unused security deposit will be returned to you at the end of the Lease Term. No interest, increase, or profits will be paid to you on the security deposit, unless required by law.
37. **Assignment.** We can assign our interest in this Lease and in the Vehicle without your consent. After you sign this Lease, we will assign it to TLT and you agree to make all payments to TMCC as servicer for TLT.
38. **Refund of Optional Insurance or Other Products.** If any optional insurance or product included in the Gross Capitalized Cost is cancelled before the end of the Lease Term, or if you are not accepted by the Provider for a requested optional insurance or product, we will credit any refunds to your account.
39. **Indemnity.** You agree to indemnify us from, and to pay on our behalf, any claim or loss (including damages, costs, expenses and legal fees) which arises from or is related to the possession, condition, use, maintenance or operation of the Vehicle. Any insurance we provide is secondary to the Required Insurance.
40. **Credit Information.** You authorize us, at any time, to investigate any information provided on your credit application in order to establish, maintain and collect on this Lease account, including to order one or more credit reports in connection with establishing, maintaining or collecting this Lease account. You authorize us to provide information concerning your account to credit reporting agencies and others who may lawfully receive such information. You may notify us if you believe that we have reported any inaccurate information about your Lease account to a consumer reporting agency. Send your written notice describing the specific inaccuracies to us at the following address: P.O. Box 9786, Cedar Rapids, IA 52409-9786.
41. **Liability.** Lessee and Co-Lessee are jointly and severally liable. If there is both a Lessee and Co-Lessee signing this Lease, we can release, waive, or delay the enforcement of our rights against one of you, without affecting our rights as to the other one(s).
42. **Notices.** All Lessee and Co-Lessee correspondence and notices will be sent to the Lessee's Billing Address shown on this Lease, unless you give us a different address. If the Co-Lessee provides a separate address, delinquency notices will be provided to such address in addition to the Billing Address. All correspondence and notices will be given solely in TMCC's name as the servicer, and will be given on behalf of TLT.
43. **Choice of Law and Severability.** You agree that the law of the state in which this Lease is signed applies to this Lease unless prohibited by law. If certain provisions of this Lease violate the law, those provisions will be void, and the rest of this Lease will be enforceable.
44. **No Waiver by Us.** If we delay or refrain from exercising our rights or remedies under this Lease, we do not lose those rights or remedies. If we accept late or partial payments from you, we do not waive our right to receive full and timely payments. We may accept payments with "Payment in Full," similar language or other restrictive endorsements without being bound by such language or waiving our rights or remedies.
45. **Odometer Disclosure Statement.** Federal law requires that you disclose the Vehicle's odometer reading to us upon termination of this Lease or transfer of ownership. Failure to complete an Odometer Disclosure Statement, failure to return it to us, or making a false statement therein, may result in fines and/or imprisonment. You will be provided an Odometer Disclosure Statement to complete prior to the termination of this Lease.
46. **Nonapproval of Credit Application. You have the right to return the vehicle and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.**

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CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

47. **True Lease; Security Interest.** You and we intend that this Lease for all purposes constitutes a "true lease" of the Vehicle, and not a "financed lease" or a secured transaction under the laws of any state. However, if for some reason a court or arbitrator determines that this Lease constitutes a "financed lease" or a secured transaction, you grant us a security interest at that time, to the extent permitted by law, in the Vehicle including any property now or later installed in or affixed to the Vehicle, in all proceeds derived from the Vehicle, in your security deposit, in the proceeds of any insurance relating to persons or property and the proceeds of all Guaranteed Automobile Protection and other optional products, including return of unearned premiums and unearned charges.

48. **Electronic Records and Signatures and Conversion to Paper.** You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

    There will be one authoritative copy of this contract. It will be the electronic copy in a document management system we designate for storing it. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

ARBITRATION

49. **Arbitration Provision.** You agree that any claims arising from or relating to this Lease or related agreements or relationships, including the validity, enforceability, arbitrability or scope of this Provision, at your or our election, are subject to arbitration. This includes, without limitation, claims in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, and claims asserted by us against you and by you against us, and the following Covered Parties: Toyota Lease Trust, Toyota Motor Credit Corporation, Lexus Financial Services, Toyota Motor Insurance Services, Inc., and/or any of our or its affiliates and/or any of our or their employees, officers, successors, assigns or against any third party providing any product or service in connection with this Lease. Any arbitration shall be administered by either JAMS (its rules may be obtained at any of its many offices nationwide or online at www.jamsadr.com), or any arbitration provider that either party may choose subject to the other's approval, which may not be unreasonably withheld. The applicable rules of the selected arbitration provider shall govern, except that in the event of any inconsistency between those rules and this Provision, this Provision shall prevail. Such claims shall be resolved in accordance with (i) the Federal Arbitration Act (the "FAA"); (ii) the selected arbitration provider's rules and procedures in effect at the time the claim is filed; and (iii) this Provision. Any arbitration hearing at which you appear shall be conducted at a location that is reasonably convenient to where you live. The Arbitrator shall apply applicable substantive law consistent with the FAA (and not any state law concerning arbitration) and shall award such remedies, if any, that would be available in court if arbitration had not been elected. If you cannot afford to pay and cannot obtain a waiver of the fees charged by the Arbitrator or if you believe that such fees are or will be prohibitively expensive or excessive, we and the Covered Parties will entertain in good faith any reasonable written request by you for us and the Covered Parties to pay or reimburse you for all or part of such fees. In addition, we will pay the selected arbitration provider's fees for all claims under $15,000. For claims above that amount, the selected arbitration provider's fee shall be covered equally by the parties. In the event we prevail, we agree not to seek recovery of our attorneys' fees from you. If you prevail and the Arbitrator awards you an amount higher than our last written settlement offer before the Arbitrator was selected, we will pay you double your attorney's fees and the maximum claim that may be brought in small claims court in the county of your billing address. **We, the Covered Parties and you are prohibited from participating in any type of representative action, including a class action or private attorney general action. We, the Covered Parties and you are also prohibited from seeking any relief on a representative or class basis.** You will not be subject to this Provision for any individual claim brought by you in small claims court or your state's equivalent court, unless such claim is transferred, removed or appealed to a different court. IF ANY PARTY ELECTS ARBITRATION WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE NOR ANY COVERED PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT; TO HAVE A JURY TRIAL ON THAT CLAIM; OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO SUCH CLAIM. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING EXCEPT AS MAY BE PROVIDED IN THE FAA. This Provision will survive your full payment of this Lease; our sale or transfer of this Lease; any repossession of the Vehicle; and your (or our) bankruptcy.

    By checking the "opt-in" box and signing below, you agree that at the request of either you or us any controversy or claim between you and us shall be determined by neutral binding arbitration under the Federal Arbitration Act (definitions, terms and conditions described in the Arbitration Provision). IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, CHECK THE "OPT-OUT" BOX AND SIGN BELOW. By checking a box and signing below, you agree that you have read and received a copy of the Arbitration Provision.

☒ **OPT IN:** You agree to be bound by the Arbitration Provision.
☐ **OPT OUT:** You do not wish to be bound by the Arbitration Provision.

Lessee [redacted] K

Co-Lessee N/A K

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CALIFORNIA CREDIT DISABILITY INSURANCE CLAIM PROCEDURE NOTICE

If you have applied for and received Optional Credit Disability Insurance (Section 19), and become disabled, tell us right away. We will tell you where to get claim forms. Send in the completed form to the Insurance Provider as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment, WE CANNOT TRY TO COLLECT WHAT YOU OWE OR REPOSSESS THE VEHICLE UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, or repossess the vehicle if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior lien holder is foreclosing.

If the insurance company pays the claim within three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months as a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will be able to take action to collect or foreclose or repossess any collateral you may have given.

LEASE SIGNATURES AND NOTICES

By signing below, you acknowledge that: (1) You have read the entire Lease, including all pages; (2) You agree to all of the provisions of this Lease; (3) This is a lease; you have no ownership interest in the Vehicle unless and until you exercise your option to purchase set forth in this Lease.

Notice to the Lessee: (1) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this Lease; (3) Warning – Unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

You acknowledge that you have received a completely filled-in copy of this Lease.

Lessee [redacted] L

Name: CITY OF REDLANDS

Co-Lessee N/A L

Name: N/A

Notice Regarding Assignment. As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor is hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in agreements to acquire the Vehicle.

Acceptance and Assignment: The Lessor hereby accepts this Lease and assigns to the Toyota Lease Trust all rights, title and interest in this Lease and in the Vehicle, and Lessor's rights under any guaranty executed in connection with this Lease, with full powers to Toyota Lease Trust to collect and discharge all obligations related to this Lease, any guaranty, and this assignment.

Lessor [redacted] M

Name: TOYOTA OF REDLANDS

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Stock No:2300117

Deal ID:46054

CLOSED-END MOTOR VEHICLE LEASE AGREEMENT CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

1. Parties

Lease Date: 10/04/2022

LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS

CITY OF REDLANDS
PO BOX 3005
REDLANDS, County of SAN BERNARDINO, CA 92373

LESSOR (DEALER) NAME AND ADDRESS

TOYOTA OF REDLANDS
921 NEW YORK STREET
REDLANDS, CA 92374

VEHICLE GARAGING ADDRESS

N/A

This is a Lease for the Vehicle described below. The words **"you"**, **"your"** and **"yours"** refer to the Lessee and any Co-Lessee. The words **"we"**, **"us"** and **"our"** refer to the Lessor, and after assignment, to the Toyota Lease Trust ("TLT") and any subsequent assignee. Toyota Motor Credit Corporation ("TMCC") will be servicing this Lease on behalf of TLT. By signing this Lease, you agree to lease the Vehicle described below from us under the terms of this Lease, to pay all amounts due and to perform all of your obligations under this Lease.

2. Description of Leased Vehicle

You are leasing from us, and have received in satisfactory condition, the following Vehicle:

Leased Vehicle

2023 Toyota Tacoma 2WD SR Access Cab 6' Bed I4 AT

New or Used	Vehicle Identification Number	Primary Use	Odometer Mileage
New	3TYRX5GN7PT067904	Business	1

The box below memorializes trade-in, turn-in and other individualized agreements between you and the Lessor (Dealer). Obligations of the Lessor set forth in this box shall be the sole responsibility of the Lessor (Dealer). If this box conflicts with any other section of this Lease, the other section of this Lease shall control.

N/A

"THERE IS NO COOLING OFF PERIOD"

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this Lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this Lease only with the agreement of the Lessor or for legal cause such as fraud.

Lessee [redacted] A

Co-Lessee N/A A

GAP LIABILITY NOTICE: In the event of theft or damage to the Vehicle that results in a total loss, there may be a GAP between the amount due upon early termination and the proceeds of your insurance settlement and deductible. THIS LEASE PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. Optional coverage for the GAP amount may be offered for an additional price.

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CLOSED-END MOTOR VEHICLE LEASE AGREEMENT
CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery (Itemized in Section 7 below)	4. Monthly Payments	5. Other Charges (not part of your Monthly Payment)	6. Total of Payments (The amount you will have paid by the end of the Lease)
$ 824.01	Your first Monthly Payment of $ 474.26 is due on 10/04/2022, followed by 35 payments of $ 474.26 due on the 4th of each month. The total of your Monthly Payments is: $ 17,073.36	Disposition fee (if you do not purchase the Vehicle) $ 350.00 Total $ 350.00	$ 17,773.11

Itemization of Amount Due at Lease Signing or Delivery

7. Amount Due at Lease Signing or Delivery:

a.	Capitalized Cost Reduction	$ N/A
b.	First Monthly Payment	$ 474.26
c.	Refundable Security Deposit	$ N/A
d.	Title Fees	$ N/A
e.	Registration Fees	$ 127.00
f.	License Fees	$ 184.00
g.	Tax on Capitalized Cost Reduction	$ N/A
h.	Acquisition Fee	$ N/A
i.	Document Processing Fee (Not a Government Fee)	$ N/A
j.	DMV Electronic Filing Fee (Not a Government Fee)	$ 30.00
k.	California Tire Fee	$ 8.75
l.	N/A	$ N/A
m.	N/A	$ N/A
n.	N/A	$ N/A
o.	N/A	$ N/A
p.	Total	$ 824.01

8. How the Amount Due at Lease Signing or Delivery will be Paid:

a. Net Trade-In Allowance
Year N/A Make N/A Model N/A
VIN N/A
(i) Agreed Upon Value $ N/A
(ii) Less: Pay Off $ N/A
(iii) Less: Cash to Lessee $ N/A
Net Trade In [(i) — (ii) — (iii), no less than 0] $ 0.00

b. Rebates and Noncash Credits $ 824.01

c.	N/A	$ N/A
d.	N/A	$ N/A
e.	N/A	$ N/A

f. Amount to be Paid in Cash $ N/A

g. Total $ 824.01

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CLOSED-END MOTOR VEHICLE LEASE AGREEMENT
CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

Your Monthly Payment is determined as shown below

9. Payment Determination

a.	**Gross Capitalized Cost.** The agreed upon value of the Vehicle ($ 28,316.01) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). For an itemization of this amount, see Section 13.	$	29,187.01
b.	**Capitalized Cost Reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost.	– $	N/A
c.	**Adjusted Capitalized Cost.** The amount used in calculating your Base Monthly Payment.	= $	29,187.01
d.	**Residual Value.** The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment.	– $	18,558.00
e.	**Depreciation and any Amortized Amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term.	= $	10,629.01
f.	**Rent Charge.** The amount charged in addition to the Depreciation and any Amortized Amounts.	+ $	5,070.60
g.	**Total of Base Monthly Payments.** The Depreciation and any Amortized Amounts plus the Rent Charge.	= $	15,699.61
h.	**Lease Payments.** The number of payments in your Lease.	÷	36
i.	**Base Monthly Payment.**	= $	436.10
j.	**Monthly Sales/Use Tax.**	+ $	38.16
k.	N/A	+ $	N/A
l.	**Total Monthly Payment ("Monthly Payment")**	= $	474.26

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

10. Excessive Wear and Use

You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 36000 miles over the odometer mileage disclosed on page one, at the rate of $ 0.15 per mile.

11. Purchase Option at the End of Lease Term

You have an option to purchase the Vehicle at the end of the Lease Term for $ 18,558.00.
That amount does not include other charges you may be required to pay pursuant to Section 32.

12. Other Important Terms

Review this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

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Gross Capitalized Cost Itemization and Other Items

13. Itemization of Gross Capitalized Cost

You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a.1.	Agreed Upon Value of the Vehicle as equipped at time of signing this Lease	$	28,316.01
a.2.	Agreed Upon Value of each accessory and item of optional equipment the Lessor (Dealer) agrees to add to the Vehicle after signing this Lease:		
	i. N/A	+ $	N/A
	ii. N/A	+ $	N/A
	iii. N/A	+ $	N/A
	iv. N/A	+ $	N/A
a.3.	Total Agreed Upon Value of the Vehicle	= $	28,316.01
b.	Taxes	+ $	N/A
c.	Initial Title, License, and Registration Fees	+ $	N/A
d.	Outstanding Prior Credit or Lease Balance	+ $	N/A
e.	Acquisition Fee	+ $	650.00
f.	Document Processing Fee (Not a Government Fee)	+ $	85.00
g.	DMV Electronic Filing Fee (Not a Government Fee)	+ $	N/A
h.	California Tire Fee	+ $	N/A
i.	TIFF& WEIGHT FEE	+ $	136.00
j.	N/A	+ $	N/A
k.	N/A	+ $	N/A
l.	N/A	+ $	N/A
m.	N/A	+ $	N/A
n.	N/A	+ $	N/A
o.	N/A	+ $	N/A
p.	N/A	+ $	N/A
q.	N/A	+ $	N/A
r.	N/A	+ $	N/A
s.	Gross Capitalized Cost	= $	29,187.01

14. Lease Term and Scheduled Maturity Date

The Lease Term of this Lease is 36 months, and the Scheduled Maturity Date of this Lease is 10/03/2025.

15. Required Insurance

You must provide the following insurance during the Lease Term, with the Lessee and/or Co-Lessee as an insured driver. No other types of insurance are required and **no Required Insurance is provided by us in this Lease**:

a) primary automobile liability insurance with minimum limits for bodily injury or death of

i) $ 15,000.00 for any one person, and

ii) $ 30,000.00 for any one accident, and

iii) $ 5,000.00 for property damage; and

b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of $1,000.

See Section 24 for more information.

You have provided us today with the following insurance information:

UNKOWN	12345678
Insurance Provider	Policy No.
CITY REDLANDS	(909) 793-0300
Agent's Name	Agent's Phone No.
N/A	
Agent's Address	

Insurance Coverage Verification by Dealer Employee [redacted] B

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16. Charges for Late/Returned Payments

If we do not receive a full Monthly Payment within 10 days after it is due, you must pay a late payment charge of 5% of the unpaid amount or $10, whichever is greater.

If any payment (including an electronic funds transfer) you make to us is not honored or returned to us for any reason, in addition to any late charges, you may be charged a fee of $25, as permitted by law.

17. Estimated Official Fees and Taxes

This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and taxes (including personal property taxes), whether included in your Total Monthly Payment (Section 9.I), the Amount Due at Lease Signing or Delivery (Section 7) or billed separately. The actual total of Official Fees and Taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed. **This estimate is based on your current address and may increase if you move or if tax rates change. You are responsible for paying any increases.** See Section 27 for additional information.

Estimated Total $ 2,285.13

18. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by a warranty unless identified below:

☐ Remainder of standard new vehicle warranty from manufacturer
☐ Used vehicle warranty from manufacturer

UNLESS WE MAKE A WRITTEN WARRANTY OR ENTER INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS LEASE AND EXCEPT AS STATED IN THE PARAGRAPH IMMEDIATELY ABOVE, OR AS OTHERWISE PROVIDED BY LAW, YOU ARE LEASING THIS VEHICLE "AS IS." THERE ARE NO WARRANTIES AS TO THE VEHICLE'S CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

19. Optional Insurance and Other Products

You are not required to buy any of the Optional Insurance or Other Products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless the appropriate box is checked, all information is filled in, you sign below, and you are accepted by the Provider. By your signature below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

☐ **Optional Credit Life Insurance**

N/A
N/A
Insured(s)

$ N/A
Beginning Coverage

N/A
Provider

$ N/A
Premium

Lessee N/A C

Co-Lessee N/A C

☐ **Optional Credit Disability Insurance**

N/A
N/A
Insured(s)

$ N/A
Maximum Monthly Coverage

N/A
Provider

$ N/A
Premium

Lessee N/A D

Co-Lessee N/A D

☐ **Optional Service Contract**

N/A Miles/Coverage, N/A Months

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A E

Co-Lessee N/A E

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☐ **Optional Guaranteed Automobile Protection** (See Section 31)

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A F

Co-Lessee N/A F

☐ **Optional Maintenance Agreement**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A G

Co-Lessee N/A G

☐ **Optional Excess Wear and Use Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A H

Co-Lessee N/A H

☐ **Optional Tire and Wheel Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A I

Co-Lessee N/A I

Total Premiums and Charges $ 0.00

20. Complete Agreement or Modification

By your signature, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you and by us.

Lessee [redacted] J

Co-Lessee N/A J

YOUR OBLIGATIONS DURING THIS LEASE

21. Vehicle Maintenance and Damage

You are responsible for all maintenance, repair, service, and operating expenses of the Vehicle. You agree to keep the Vehicle in the same condition as when you received it, except for reasonable wear, to maintain the Vehicle so that any warranties or similar agreements remain effective and so that it passes all inspections required by law, to follow the owner's manual and maintenance schedule, and to provide us with written proof of such maintenance. You agree to make the Vehicle available to us for inspection during the Lease Term at any reasonable time and place that we request.

22. Prohibited Uses of the Vehicle. You agree that you will not, nor permit others to:

a. use the Vehicle in any illegal manner, in violation of your insurance policy, or without the insurance coverage described in Sections 15 and 24;
b. alter or install any equipment on or in the Vehicle without our written consent. Any accessions to the Vehicle become our property;
c. subject the Vehicle to any lien, seizure or other involuntary transfer;
d. use the Vehicle to transport goods or people for hire;
e. remove the Vehicle from the state where it was first titled, for more than 30 days, without our written consent;

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f. take the Vehicle outside the continental United States (except to Canada or Mexico for less than 30 days, if you have our consent and have provided us with proof of insurance);
g. use the Vehicle in a way that causes the cancellation or suspension of any warranty or other similar protection agreement; or
h. allow anyone else to regularly use the Vehicle without our written consent.

Assigning, subleasing, pledging or permitting a security interest to be created in, or in any other way transferring by you of any interest in the Vehicle or this Lease is strictly prohibited.

23. **Title and Registration.** Legal title to the Vehicle will be in our name and the Vehicle will be registered as we direct. You must promptly pay all title, registration, and license fees.

24. **Required Insurance.** The limits required under state law may not be sufficient for your needs. See your insurance provider for more information. **You may obtain the required coverages through any insurance company, agent, or broker you choose which is reasonably acceptable to us and authorized to do business in the state where the Vehicle is located.** This insurance may be provided through existing policies that you own or control if it otherwise meets all requirements. The insurance policy must be acceptable to us, name Toyota Lease Trust as **additional insured** and **loss payee**, and give us at least 10 days written notice before any cancellation or reduction in coverage. You authorize us to endorse your name(s) on any check or draft from your insurance company for any claim. You must provide us with written proof of this insurance, including a copy of the insurance policy, at any time during the term of this Lease at our request. You agree to release to us all insurance or other proceeds you receive for damages or loss to the Vehicle (including any premium refunds on the Required Insurance) up to the amount you owe us.

Notice: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Lease.

25. **Payment Obligations.** You may not change or stop your Monthly Payments for any reason, even if the Vehicle is stolen, destroyed, seized by the government, non-operative, experiences any mechanical problem, or does not perform satisfactorily. We may apply each Monthly Payment and each other payment we receive to past due payments, current payment due, late charges, and other amounts due under this Lease in any order we choose, to the extent permitted by law.

26. **Change in Address.** You must notify us in writing within 30 days of any change in your address or the address where the Vehicle is garaged.

27. **Fees Taxes and Fines.** You must promptly pay all official fees and taxes related to the Vehicle and this Lease, including title, license and registration fees, and sales, use, excise and personal property taxes. These amounts may change from time to time based on changes to your address and changes in tax rates. You must also promptly pay all other fees, assessments, charges, costs and fines (collectively "fines") incurred on the Vehicle such as traffic tickets, impounds, towing charges, storage charges and toll violations. Some bills for official fees and taxes may be sent to you for payment. Other bills may be paid by us on your behalf and we will charge you the amount billed to us. If you fail to pay any such amount when billed by us or by a third party, and we elect to pay it, you will reimburse us for the amount paid plus a $10 administrative fee per incident, to the extent permitted by law. In connection with these bills, you give us permission to provide information regarding you and this Lease to the billing authority. You must pay all fees, taxes, assessments, charges, costs and fines incurred on the Vehicle during the Lease Term, even if they are assessed and billed after this Lease has ended. We may charge you an estimated amount for any remaining items at the time this Lease ends. You are responsible for any shortage in this estimate, and we will refund you any excess.

    We are not obligated to apply for any refund or abatement of official fees and taxes, including personal property taxes. If you make a written request that we apply for a refund of an official fee or tax that you paid to us, to which you are entitled, we will file an application for refund. We will send any refund we receive, less all amounts due under this Lease, to you.

    We may pay any title, registration, license fee, tax, assessment, charge, cost or fine which you fail to pay, and charge you the amount paid. You are responsible for any fines or penalties if you fail to pay the bill when due.

28. **Default and Remedies.** To the extent permitted by law, you will be in default if:
    a. you fail to make any payment when it is due;
    b. you fail to keep any other agreement in this Lease;
    c. you provided false or misleading information when applying for this Lease;
    d. you become the subject of a bankruptcy or insolvency proceeding;
    e. the Vehicle is lost, stolen, seized, confiscated, levied upon, or damaged beyond reasonable repair;
    f. you die and there is no surviving co-lessee; or
    g. you fail to return the Vehicle by the Scheduled Maturity Date and do not obtain our written consent to extend the Lease Term.

    If you are in default, we may do any or all of the following, as permitted by law, after giving any legally required notices, and observing any legally required cure or reinstatement periods:
    i. terminate this Lease and your right to use the Vehicle;
    ii. require you to return the Vehicle by allowing us to pick up the Vehicle or making it available to us at any reasonable time and place we specify;
    iii. take possession of the Vehicle by legal process or by self help in any manner not prohibited by law;
    iv. require you to pay the amounts set forth in Section 29;
    v. take any reasonable action to correct your default or to prevent our loss;
    vi. pursue any other remedy allowed by law; and
    vii. require you to pay all of our reasonable expenses for taking these actions and add the amount of our expenses to the amount you owe us under this Lease, including, but not limited to, expenses for repossession, transportation, storage, collection, and legal costs, including reasonable attorneys' fees paid to an attorney who is not our salaried employee, as allowed by applicable law.

    We or our agent may take possession of personal property left in or on the Vehicle, subject to your right to recover such property, if any. We or our agent may store it for you and you will be responsible to pay for this service. If you do not take possession of the personal property, we or our agent may dispose of it as permitted by law.

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CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

ENDING YOUR LEASE

29. Early Termination by Us. We may terminate this Lease at any time if you are in default (see Section 28). If we do, you must return the Vehicle to us, at any reasonable location we specify. In addition, you must pay us, upon demand, the total of the following amounts:

a. the amounts set forth in Section 28(vii); plus
b. all Monthly Payments that have become due and are unpaid at termination; plus
c. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
d. an Early Termination Amount equal to, the difference, if any, between:
   (i) the Adjusted Capitalized Cost as disclosed in Section 9(c); and
   (ii) the sum of (a) all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method, and (b) the Realized Value of the Vehicle, as defined below; minus
e. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

The "Realized Value" means one of the following: (1) where the Vehicle is a total loss as a result of a theft or damage, and you maintain the Required Insurance, the amount of any applicable insurance deductible owed by you plus the proceeds of the settlement of the insurance claim, unless we agree to a higher amount; (2) the wholesale appraised value, if you elect to have an appraisal, which you may obtain, at your own expense, from a professional independent appraiser agreed to by you and us (the appraisal must be completed at least three days before the scheduled valuation or disposal date of the Vehicle, as provided by a notice that we will provide to you); (3) if we choose to retain ownership of the Vehicle for use or to lease the Vehicle to a subsequent lessee, the wholesale value as specified in the current edition of a recognized used vehicle guide such as Kelley Blue Book or the N.A.D.A. Official Used Car Guide; or, (4) under all other circumstances, the price paid for the Vehicle at disposition.

30. Early Termination by You. You may terminate this Lease at any time prior to the scheduled end of this Lease. If you terminate this Lease early, are not in default, and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand:

a. all Monthly Payments that have become due and are unpaid at termination; plus
b. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
c. the Early Termination Amount determined pursuant to Section 29(d) above; minus
d. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

If you terminate this Lease early, are in default (see Section 28), and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand, the amounts specified in Section 29 above.

Other terms apply if you terminate this Lease and purchase the Vehicle or trade in the Vehicle in connection with the purchase or lease of another vehicle.

31. Effect of Guaranteed Automobile Protection on Early Termination. If the Vehicle is subject to damage or theft resulting in a total loss, and you have purchased and received Guaranteed Automobile Protection in connection with this Lease, and you have met the conditions set forth in the Guaranteed Automobile Protection agreement, then your Early Termination obligations set forth in Sections 29 or 30, as applicable, will not include the charges set forth in Section 29(d), the disposition fee shown in Section 5, and the charges for Excessive Wear and Use and excess mileage (Sections 10 and 34).

32. Your Option to Purchase the Vehicle. You may purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date (unless a governmental agency has seized the Vehicle and instructed us not to release the Vehicle to you). The price to purchase the Vehicle at the Scheduled Maturity Date is the Purchase Option Price shown in Section 11, plus, the amount described in subsections 32(a), 32(b) and 32(c), below. The price to purchase the Vehicle during the Lease Term is the total of:

a. all unpaid Monthly Payments that have become due, and other amounts due and unpaid under this Lease, except the disposition fee shown in Section 5 and charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus,
b. all official fees and taxes, and documentary fees charged in connection with the purchase; plus,
c. all amounts necessary to meet any legal selling requirements; plus,
d. the difference, if any, between the Adjusted Capitalized Cost as disclosed in Section 9(c) and all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method.

As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor and Lessee are hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in any agreement for the sale of the Vehicle at Lease termination.

33. Obligations if You Do Not Purchase the Vehicle at the Scheduled Maturity Date. At the Scheduled Maturity Date, you must return the Vehicle to us at any reasonable location we specify, and pay us, upon demand, the following amounts:

a. all Monthly Payments and other amounts due under this Lease, including the disposition fee shown in Section 5; plus
b. all official fees and taxes charged in connection with this Lease termination; plus
c. all Excessive Wear and Use charges described in Section 34; plus
d. all excess mileage charges disclosed in Section 10. You will not receive a refund if you do not use all of the mileage set forth in Section 10.

If you keep possession of the Vehicle past the Scheduled Maturity Date, you agree to continue to pay the Monthly Payments. However, continued payment does not cure any default, including a default under Section 28(g), and does not permit you to keep the Vehicle unless you obtain our advance written consent to extend the Lease Term. You agree to pay us any damages we suffer because you failed to return the Vehicle at the end of this Lease.

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34. **Excessive Wear and Use Charges.** If you do not purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date, or if you elect to terminate this Lease pursuant to the terms of this Lease and except to the extent paid by the Excess Wear and Use Protection Plan; if you purchased and received that Plan, you are responsible for the estimated cost to repair damage (including diagnostic cost, if any) to the Vehicle which is excessive wear and use (even if we do not repair the Vehicle).

    Excessive wear and use may include but is not limited to certain damage such as:

    a. inoperative mechanical and electrical parts;
    b. damage (including but not limited to, damage to the engine) due to your failure to maintain the Vehicle pursuant to the terms of this Lease;
    c. damage to the body, lights, trim or paint;
    d. damaged, broken or missing glass;
    e. torn, damaged or stained interior;
    f. damage from flood, water, hail or sand;
    g. damage from removal of equipment or signs placed on the Vehicle;
    h. missing equipment, parts and accessories, including missing keys or remote entry devices; or
    i. any wear or damage to any part of the tire that doesn't allow the tire to meet the manufacturer's guidelines for safe operation, or any mismatched tire sizes in a set of 5 (or 4 with any emergency spare if the Vehicle was equipped with one).

ADDITIONAL INFORMATION

35. **Communication Consent.** You agree that we, TMCC and any affiliates, agents and service providers or any assignees of the foregoing (individually and collectively, as applicable in this Communications Consent section, "we," "our" or "us") may call you, leave you a voice, prerecorded or artificial voice message or send you a text, email or other electronic message for any purpose related to your Accounts with us, our products and services, or surveys or research (each a "Communication"). We may include your personal information in a Communication and conduct a Communication using an automated dialing system and any contact information we have for you, including a cell phone number. We will not charge you for a Communication but your service provider may do so. You understand and agree, we may always communicate with you in any manner permissible by law that does not require your consent.
36. **Refundable Security Deposit.** Your security deposit may be used by us to pay amounts that you owe under this Lease. If you elect to purchase your Vehicle, your security deposit may be applied by us to the amount you owe to purchase your Vehicle. Any unused security deposit will be returned to you at the end of the Lease Term. No interest, increase, or profits will be paid to you on the security deposit, unless required by law.
37. **Assignment.** We can assign our interest in this Lease and in the Vehicle without your consent. After you sign this Lease, we will assign it to TLT and you agree to make all payments to TMCC as servicer for TLT.
38. **Refund of Optional Insurance or Other Products.** If any optional insurance or product included in the Gross Capitalized Cost is cancelled before the end of the Lease Term, or if you are not accepted by the Provider for a requested optional insurance or product, we will credit any refunds to your account.
39. **Indemnity.** You agree to indemnify us from, and to pay on our behalf, any claim or loss (including damages, costs, expenses and legal fees) which arises from or is related to the possession, condition, use, maintenance or operation of the Vehicle. Any insurance we provide is secondary to the Required Insurance.
40. **Credit Information.** You authorize us, at any time, to investigate any information provided on your credit application in order to establish, maintain and collect on this Lease account, including to order one or more credit reports in connection with establishing, maintaining or collecting this Lease account. You authorize us to provide information concerning your account to credit reporting agencies and others who may lawfully receive such information. You may notify us if you believe that we have reported any inaccurate information about your Lease account to a consumer reporting agency. Send your written notice describing the specific inaccuracies to us at the following address: P.O. Box 9786, Cedar Rapids, IA 52409-9786.
41. **Liability.** Lessee and Co-Lessee are jointly and severally liable. If there is both a Lessee and Co-Lessee signing this Lease, we can release, waive, or delay the enforcement of our rights against one of you, without affecting our rights as to the other one(s).
42. **Notices.** All Lessee and Co-Lessee correspondence and notices will be sent to the Lessee's Billing Address shown on this Lease, unless you give us a different address. If the Co-Lessee provides a separate address, delinquency notices will be provided to such address in addition to the Billing Address. All correspondence and notices will be given solely in TMCC's name as the servicer, and will be given on behalf of TLT.
43. **Choice of Law and Severability.** You agree that the law of the state in which this Lease is signed applies to this Lease unless prohibited by law. If certain provisions of this Lease violate the law, those provisions will be void, and the rest of this Lease will be enforceable.
44. **No Waiver by Us.** If we delay or refrain from exercising our rights or remedies under this Lease, we do not lose those rights or remedies. If we accept late or partial payments from you, we do not waive our right to receive full and timely payments. We may accept payments with "Payment in Full," similar language or other restrictive endorsements without being bound by such language or waiving our rights or remedies.
45. **Odometer Disclosure Statement.** Federal law requires that you disclose the Vehicle's odometer reading to us upon termination of this Lease or transfer of ownership. Failure to complete an Odometer Disclosure Statement, failure to return it to us, or making a false statement therein, may result in fines and/or imprisonment. You will be provided an Odometer Disclosure Statement to complete prior to the termination of this Lease.
46. **Nonapproval of Credit Application. You have the right to return the vehicle and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.**

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47. **True Lease; Security Interest.** You and we intend that this Lease for all purposes constitutes a "true lease" of the Vehicle, and not a "financed lease" or a secured transaction under the laws of any state. However, if for some reason a court or arbitrator determines that this Lease constitutes a "financed lease" or a secured transaction, you grant us a security interest at that time, to the extent permitted by law, in the Vehicle including any property now or later installed in or affixed to the Vehicle, in all proceeds derived from the Vehicle, in your security deposit, in the proceeds of any insurance relating to persons or property and the proceeds of all Guaranteed Automobile Protection and other optional products, including return of unearned premiums and unearned charges.

48. **Electronic Records and Signatures and Conversion to Paper.** You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

    There will be one authoritative copy of this contract. It will be the electronic copy in a document management system we designate for storing it. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

ARBITRATION

49. **Arbitration Provision.** You agree that any claims arising from or relating to this Lease or related agreements or relationships, including the validity, enforceability, arbitrability or scope of this Provision, at your or our election, are subject to arbitration. This includes, without limitation, claims in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, and claims asserted by us against you and by you against us, and the following Covered Parties: Toyota Lease Trust, Toyota Motor Credit Corporation, Lexus Financial Services, Toyota Motor Insurance Services, Inc., and/or any of our or its affiliates and/or any of our or their employees, officers, successors, assigns or against any third party providing any product or service in connection with this Lease. Any arbitration shall be administered by either JAMS (its rules may be obtained at any of its many offices nationwide or online at www.jamsadr.com), or any arbitration provider that either party may choose subject to the other's approval, which may not be unreasonably withheld. The applicable rules of the selected arbitration provider shall govern, except that in the event of any inconsistency between those rules and this Provision, this Provision shall prevail. Such claims shall be resolved in accordance with (i) the Federal Arbitration Act (the "FAA"); (ii) the selected arbitration provider's rules and procedures in effect at the time the claim is filed; and (iii) this Provision. Any arbitration hearing at which you appear shall be conducted at a location that is reasonably convenient to where you live. The Arbitrator shall apply applicable substantive law consistent with the FAA (and not any state law concerning arbitration) and shall award such remedies, if any, that would be available in court if arbitration had not been elected. If you cannot afford to pay and cannot obtain a waiver of the fees charged by the Arbitrator or if you believe that such fees are or will be prohibitively expensive or excessive, we and the Covered Parties will entertain in good faith any reasonable written request by you for us and the Covered Parties to pay or reimburse you for all or part of such fees. In addition, we will pay the selected arbitration provider's fees for all claims under $15,000. For claims above that amount, the selected arbitration provider's fee shall be covered equally by the parties. In the event we prevail, we agree not to seek recovery of our attorneys' fees from you. If you prevail and the Arbitrator awards you an amount higher than our last written settlement offer before the Arbitrator was selected, we will pay you double your attorney's fees and the maximum claim that may be brought in small claims court in the county of your billing address. **We, the Covered Parties and you are prohibited from participating in any type of representative action, including a class action or private attorney general action. We, the Covered Parties and you are also prohibited from seeking any relief on a representative or class basis.** You will not be subject to this Provision for any individual claim brought by you in small claims court or your state's equivalent court, unless such claim is transferred, removed or appealed to a different court. IF ANY PARTY ELECTS ARBITRATION WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE NOR ANY COVERED PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT; TO HAVE A JURY TRIAL ON THAT CLAIM; OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO SUCH CLAIM. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING EXCEPT AS MAY BE PROVIDED IN THE FAA. This Provision will survive your full payment of this Lease; our sale or transfer of this Lease; any repossession of the Vehicle; and your (or our) bankruptcy.

    By checking the "opt-in" box and signing below, you agree that at the request of either you or us any controversy or claim between you and us shall be determined by neutral binding arbitration under the Federal Arbitration Act (definitions, terms and conditions described in the Arbitration Provision). IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, CHECK THE "OPT-OUT" BOX AND SIGN BELOW. By checking a box and signing below, you agree that you have read and received a copy of the Arbitration Provision.

☒ **OPT IN:** You agree to be bound by the Arbitration Provision.
☐ **OPT OUT:** You do not wish to be bound by the Arbitration Provision.

Lessee [redacted] K

Co-Lessee N/A K

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CLOSED-END MOTOR VEHICLE LEASE AGREEMENT
CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

CALIFORNIA CREDIT DISABILITY INSURANCE CLAIM PROCEDURE NOTICE

If you have applied for and received Optional Credit Disability Insurance (Section 19), and become disabled, tell us right away. We will tell you where to get claim forms. Send in the completed form to the Insurance Provider as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment, WE CANNOT TRY TO COLLECT WHAT YOU OWE OR REPOSSESS THE VEHICLE UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, or repossess the vehicle if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior lien holder is foreclosing.

If the insurance company pays the claim within three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months as a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will be able to take action to collect or foreclose or repossess any collateral you may have given.

LEASE SIGNATURES AND NOTICES

By signing below, you acknowledge that: (1) You have read the entire Lease, including all pages; (2) You agree to all of the provisions of this Lease; (3) This is a lease; you have no ownership interest in the Vehicle unless and until you exercise your option to purchase set forth in this Lease.

Notice to the Lessee: (1) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this Lease; (3) Warning – Unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

You acknowledge that you have received a completely filled-in copy of this Lease.

Lessee [redacted] L

Name: CITY OF REDLANDS

Co-Lessee N/A L

Name: N/A

Notice Regarding Assignment. As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor is hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in agreements to acquire the Vehicle.

Acceptance and Assignment: The Lessor hereby accepts this Lease and assigns to the Toyota Lease Trust all rights, title and interest in this Lease and in the Vehicle, and Lessor's rights under any guaranty executed in connection with this Lease, with full powers to Toyota Lease Trust to collect and discharge all obligations related to this Lease, any guaranty, and this assignment.

Lessor [redacted] M

Name: TOYOTA OF REDLANDS

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Deal ID:46055

CLOSED-END MOTOR VEHICLE LEASE AGREEMENT CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

1. Parties

Lease Date: 10/04/2022

LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS

CITY OF REDLANDS
PO BOX 3005
REDLANDS, County of SAN BERNARDINO, CA 92373

LESSOR (DEALER) NAME AND ADDRESS

TOYOTA OF REDLANDS
921 NEW YORK STREET
REDLANDS, CA 92374

VEHICLE GARAGING ADDRESS

N/A

This is a Lease for the Vehicle described below. The words **"you"**, **"your"** and **"yours"** refer to the Lessee and any Co-Lessee. The words **"we"**, **"us"** and **"our"** refer to the Lessor, and after assignment, to the Toyota Lease Trust ("TLT") and any subsequent assignee. Toyota Motor Credit Corporation ("TMCC") will be servicing this Lease on behalf of TLT. By signing this Lease, you agree to lease the Vehicle described below from us under the terms of this Lease, to pay all amounts due and to perform all of your obligations under this Lease.

2. Description of Leased Vehicle

You are leasing from us, and have received in satisfactory condition, the following Vehicle:

Leased Vehicle

2022 Toyota Tacoma 4WD SR5 Double Cab 5' Bed V6 AT

New or Used	Vehicle Identification Number	Primary Use	Odometer Mileage
New	3TYCZ5AN1NT103186	Business	5

The box below memorializes trade-in, turn-in and other individualized agreements between you and the Lessor (Dealer). Obligations of the Lessor set forth in this box shall be the sole responsibility of the Lessor (Dealer). If this box conflicts with any other section of this Lease, the other section of this Lease shall control.

N/A

"THERE IS NO COOLING OFF PERIOD"

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this Lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this Lease only with the agreement of the Lessor or for legal cause such as fraud.

Lessee [redacted] A

Co-Lessee N/A A

GAP LIABILITY NOTICE: In the event of theft or damage to the Vehicle that results in a total loss, there may be a GAP between the amount due upon early termination and the proceeds of your insurance settlement and deductible. THIS LEASE PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. Optional coverage for the GAP amount may be offered for an additional price.

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CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery (Itemized in Section 7 below)	4. Monthly Payments	5. Other Charges (not part of your Monthly Payment)	6. Total of Payments (The amount you will have paid by the end of the Lease)
$ 1,025.31	Your first Monthly Payment of $ 584.56 is due on 10/04/2022, followed by 35 payments of $ 584.56 due on the 4th of each month. The total of your Monthly Payments is: $ 21,044.16	Disposition fee (if you do not purchase the Vehicle) $ 350.00 Total $ 350.00	$ 21,834.91

Itemization of Amount Due at Lease Signing or Delivery

7. Amount Due at Lease Signing or Delivery:

a.	Capitalized Cost Reduction	$ N/A
b.	First Monthly Payment	$ 584.56
c.	Refundable Security Deposit	$ N/A
d.	Title Fees	$ N/A
e.	Registration Fees	$ 127.00
f.	License Fees	$ 275.00
g.	Tax on Capitalized Cost Reduction	$ N/A
h.	Acquisition Fee	$ N/A
i.	Document Processing Fee (Not a Government Fee)	$ N/A
j.	DMV Electronic Filing Fee (Not a Government Fee)	$ 30.00
k.	California Tire Fee	$ 8.75
l.	N/A	$ N/A
m.	N/A	$ N/A
n.	N/A	$ N/A
o.	N/A	$ N/A
p.	Total	$ 1,025.31

8. How the Amount Due at Lease Signing or Delivery will be Paid:

a. Net Trade-In Allowance
Year N/A Make N/A Model N/A
VIN N/A
(i) Agreed Upon Value $ N/A
(ii) Less: Pay Off $ N/A
(iii) Less: Cash to Lessee $ N/A
Net Trade In [(i) — (ii) — (iii), no less than 0] $ 0.00

b. Rebates and Noncash Credits $ 1,025.31

c.	N/A	$ N/A
d.	N/A	$ N/A
e.	N/A	$ N/A

f. Amount to be Paid in Cash $ N/A

g. Total $ 1,025.31

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Your Monthly Payment is determined as shown below

9. Payment Determination

a.	**Gross Capitalized Cost.** The agreed upon value of the Vehicle ($ 42,288.31) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). For an itemization of this amount, see Section 13.	$	43,271.31
b.	**Capitalized Cost Reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost.	– $	N/A
c.	**Adjusted Capitalized Cost.** The amount used in calculating your Base Monthly Payment.	= $	43,271.31
d.	**Residual Value.** The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment.	– $	31,904.00
e.	**Depreciation and any Amortized Amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term.	= $	11,367.31
f.	**Rent Charge.** The amount charged in addition to the Depreciation and any Amortized Amounts.	+ $	7,983.72
g.	**Total of Base Monthly Payments.** The Depreciation and any Amortized Amounts plus the Rent Charge.	= $	19,351.03
h.	**Lease Payments.** The number of payments in your Lease.	÷	36
i.	**Base Monthly Payment.**	= $	537.53
j.	**Monthly Sales/Use Tax.**	+ $	47.03
k.	N/A	+ $	N/A
l.	**Total Monthly Payment ("Monthly Payment")**	= $	584.56

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

10. Excessive Wear and Use

You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 36000 miles over the odometer mileage disclosed on page one, at the rate of $ 0.15 per mile.

11. Purchase Option at the End of Lease Term

You have an option to purchase the Vehicle at the end of the Lease Term for $ 31,904.00.
That amount does not include other charges you may be required to pay pursuant to Section 32.

12. Other Important Terms

Review this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

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Gross Capitalized Cost Itemization and Other Items

13. Itemization of Gross Capitalized Cost

You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a.1. Agreed Upon Value of the Vehicle as equipped at time of signing this Lease		$ 42,288.31
a.2. Agreed Upon Value of each accessory and item of optional equipment the Lessor (Dealer) agrees to add to the Vehicle after signing this Lease:		
i. N/A	+ $	N/A
ii. N/A	+ $	N/A
iii. N/A	+ $	N/A
iv. N/A	+ $	N/A
a.3. Total Agreed Upon Value of the Vehicle	= $	42,288.31
b. Taxes	+ $	N/A
c. Initial Title, License, and Registration Fees	+ $	N/A
d. Outstanding Prior Credit or Lease Balance	+ $	N/A
e. Acquisition Fee	+ $	650.00
f. Document Processing Fee (Not a Government Fee)	+ $	85.00
g. DMV Electronic Filing Fee (Not a Government Fee)	+ $	N/A
h. California Tire Fee	+ $	N/A
i. TIFF&WEIGHT FEE	+ $	248.00
j. N/A	+ $	N/A
k. N/A	+ $	N/A
l. N/A	+ $	N/A
m. N/A	+ $	N/A
n. N/A	+ $	N/A
o. N/A	+ $	N/A
p. N/A	+ $	N/A
q. N/A	+ $	N/A
r. N/A	+ $	N/A
s. Gross Capitalized Cost	= $	43,271.31

14. Lease Term and Scheduled Maturity Date

The Lease Term of this Lease is 36 months, and the Scheduled Maturity Date of this Lease is 10/03/2025.

15. Required Insurance

You must provide the following insurance during the Lease Term, with the Lessee and/or Co-Lessee as an insured driver. No other types of insurance are required and **no Required Insurance is provided by us in this Lease**:

a) primary automobile liability insurance with minimum limits for bodily injury or death of

i) $ 15,000.00 for any one person, and

ii) $ 30,000.00 for any one accident, and

iii) $ 5,000.00 for property damage; and

b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of $1,000.

See Section 24 for more information.

You have provided us today with the following insurance information:

UNKNOWN	1234568
Insurance Provider	Policy No.
CITY REDLANDS	(909) 793-0300
Agent's Name	Agent's Phone No.
N/A	
Agent's Address	

Insurance Coverage Verification by Dealer Employee [redacted] B

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16. Charges for Late/Returned Payments

If we do not receive a full Monthly Payment within 10 days after it is due, you must pay a late payment charge of 5% of the unpaid amount or $10, whichever is greater.

If any payment (including an electronic funds transfer) you make to us is not honored or returned to us for any reason, in addition to any late charges, you may be charged a fee of $25, as permitted by law.

17. Estimated Official Fees and Taxes

This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and taxes (including personal property taxes), whether included in your Total Monthly Payment (Section 9.I), the Amount Due at Lease Signing or Delivery (Section 7) or billed separately. The actual total of Official Fees and Taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed. **This estimate is based on your current address and may increase if you move or if tax rates change. You are responsible for paying any increases.** See Section 27 for additional information.

Estimated Total $ 2,824.98

18. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by a warranty unless identified below:

☐ Remainder of standard new vehicle warranty from manufacturer
☐ Used vehicle warranty from manufacturer

UNLESS WE MAKE A WRITTEN WARRANTY OR ENTER INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS LEASE AND EXCEPT AS STATED IN THE PARAGRAPH IMMEDIATELY ABOVE, OR AS OTHERWISE PROVIDED BY LAW, YOU ARE LEASING THIS VEHICLE "AS IS." THERE ARE NO WARRANTIES AS TO THE VEHICLE'S CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

19. Optional Insurance and Other Products

You are not required to buy any of the Optional Insurance or Other Products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless the appropriate box is checked, all information is filled in, you sign below, and you are accepted by the Provider. By your signature below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

☐ **Optional Credit Life Insurance**

N/A
N/A
Insured(s)

$ N/A
Beginning Coverage

N/A
Provider

$ N/A
Premium

Lessee N/A C

Co-Lessee N/A C

☐ **Optional Credit Disability Insurance**

N/A
N/A
Insured(s)

$ N/A
Maximum Monthly Coverage

N/A
Provider

$ N/A
Premium

Lessee N/A D

Co-Lessee N/A D

☐ **Optional Service Contract**

N/A Miles/Coverage, N/A Months

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A E

Co-Lessee N/A E

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☐ **Optional Guaranteed Automobile Protection** (See Section 31)

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A F

Co-Lessee N/A F

☐ **Optional Maintenance Agreement**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A G

Co-Lessee N/A G

☐ **Optional Excess Wear and Use Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A H

Co-Lessee N/A H

☐ **Optional Tire and Wheel Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A I

Co-Lessee N/A I

Total Premiums and Charges $ 0.00

20. Complete Agreement or Modification

By your signature, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you and by us.

Lessee [redacted] J

Co-Lessee N/A J

YOUR OBLIGATIONS DURING THIS LEASE

21. Vehicle Maintenance and Damage

You are responsible for all maintenance, repair, service, and operating expenses of the Vehicle. You agree to keep the Vehicle in the same condition as when you received it, except for reasonable wear, to maintain the Vehicle so that any warranties or similar agreements remain effective and so that it passes all inspections required by law, to follow the owner's manual and maintenance schedule, and to provide us with written proof of such maintenance. You agree to make the Vehicle available to us for inspection during the Lease Term at any reasonable time and place that we request.

22. Prohibited Uses of the Vehicle. You agree that you will not, nor permit others to:

a. use the Vehicle in any illegal manner, in violation of your insurance policy, or without the insurance coverage described in Sections 15 and 24;
b. alter or install any equipment on or in the Vehicle without our written consent. Any accessions to the Vehicle become our property;
c. subject the Vehicle to any lien, seizure or other involuntary transfer;
d. use the Vehicle to transport goods or people for hire;
e. remove the Vehicle from the state where it was first titled, for more than 30 days, without our written consent;

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f. take the Vehicle outside the continental United States (except to Canada or Mexico for less than 30 days, if you have our consent and have provided us with proof of insurance);
g. use the Vehicle in a way that causes the cancellation or suspension of any warranty or other similar protection agreement; or
h. allow anyone else to regularly use the Vehicle without our written consent.

Assigning, subleasing, pledging or permitting a security interest to be created in, or in any other way transferring by you of any interest in the Vehicle or this Lease is strictly prohibited.

23. **Title and Registration.** Legal title to the Vehicle will be in our name and the Vehicle will be registered as we direct. You must promptly pay all title, registration, and license fees.

24. **Required Insurance.** The limits required under state law may not be sufficient for your needs. See your insurance provider for more information. **You may obtain the required coverages through any insurance company, agent, or broker you choose which is reasonably acceptable to us and authorized to do business in the state where the Vehicle is located.** This insurance may be provided through existing policies that you own or control if it otherwise meets all requirements. The insurance policy must be acceptable to us, name Toyota Lease Trust as **additional insured** and **loss payee**, and give us at least 10 days written notice before any cancellation or reduction in coverage. You authorize us to endorse your name(s) on any check or draft from your insurance company for any claim. You must provide us with written proof of this insurance, including a copy of the insurance policy, at any time during the term of this Lease at our request. You agree to release to us all insurance or other proceeds you receive for damages or loss to the Vehicle (including any premium refunds on the Required Insurance) up to the amount you owe us.

Notice: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Lease.

25. **Payment Obligations.** You may not change or stop your Monthly Payments for any reason, even if the Vehicle is stolen, destroyed, seized by the government, non-operative, experiences any mechanical problem, or does not perform satisfactorily. We may apply each Monthly Payment and each other payment we receive to past due payments, current payment due, late charges, and other amounts due under this Lease in any order we choose, to the extent permitted by law.

26. **Change in Address.** You must notify us in writing within 30 days of any change in your address or the address where the Vehicle is garaged.

27. **Fees Taxes and Fines.** You must promptly pay all official fees and taxes related to the Vehicle and this Lease, including title, license and registration fees, and sales, use, excise and personal property taxes. These amounts may change from time to time based on changes to your address and changes in tax rates. You must also promptly pay all other fees, assessments, charges, costs and fines (collectively "fines") incurred on the Vehicle such as traffic tickets, impounds, towing charges, storage charges and toll violations. Some bills for official fees and taxes may be sent to you for payment. Other bills may be paid by us on your behalf and we will charge you the amount billed to us. If you fail to pay any such amount when billed by us or by a third party, and we elect to pay it, you will reimburse us for the amount paid plus a $10 administrative fee per incident, to the extent permitted by law. In connection with these bills, you give us permission to provide information regarding you and this Lease to the billing authority. You must pay all fees, taxes, assessments, charges, costs and fines incurred on the Vehicle during the Lease Term, even if they are assessed and billed after this Lease has ended. We may charge you an estimated amount for any remaining items at the time this Lease ends. You are responsible for any shortage in this estimate, and we will refund you any excess.

    We are not obligated to apply for any refund or abatement of official fees and taxes, including personal property taxes. If you make a written request that we apply for a refund of an official fee or tax that you paid to us, to which you are entitled, we will file an application for refund. We will send any refund we receive, less all amounts due under this Lease, to you.

    We may pay any title, registration, license fee, tax, assessment, charge, cost or fine which you fail to pay, and charge you the amount paid. You are responsible for any fines or penalties if you fail to pay the bill when due.

28. **Default and Remedies.** To the extent permitted by law, you will be in default if:
    a. you fail to make any payment when it is due;
    b. you fail to keep any other agreement in this Lease;
    c. you provided false or misleading information when applying for this Lease;
    d. you become the subject of a bankruptcy or insolvency proceeding;
    e. the Vehicle is lost, stolen, seized, confiscated, levied upon, or damaged beyond reasonable repair;
    f. you die and there is no surviving co-lessee; or
    g. you fail to return the Vehicle by the Scheduled Maturity Date and do not obtain our written consent to extend the Lease Term.

    If you are in default, we may do any or all of the following, as permitted by law, after giving any legally required notices, and observing any legally required cure or reinstatement periods:
    i. terminate this Lease and your right to use the Vehicle;
    ii. require you to return the Vehicle by allowing us to pick up the Vehicle or making it available to us at any reasonable time and place we specify;
    iii. take possession of the Vehicle by legal process or by self help in any manner not prohibited by law;
    iv. require you to pay the amounts set forth in Section 29;
    v. take any reasonable action to correct your default or to prevent our loss;
    vi. pursue any other remedy allowed by law; and
    vii. require you to pay all of our reasonable expenses for taking these actions and add the amount of our expenses to the amount you owe us under this Lease, including, but not limited to, expenses for repossession, transportation, storage, collection, and legal costs, including reasonable attorneys' fees paid to an attorney who is not our salaried employee, as allowed by applicable law.

    We or our agent may take possession of personal property left in or on the Vehicle, subject to your right to recover such property, if any. We or our agent may store it for you and you will be responsible to pay for this service. If you do not take possession of the personal property, we or our agent may dispose of it as permitted by law.

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ENDING YOUR LEASE

29. Early Termination by Us. We may terminate this Lease at any time if you are in default (see Section 28). If we do, you must return the Vehicle to us, at any reasonable location we specify. In addition, you must pay us, upon demand, the total of the following amounts:

a. the amounts set forth in Section 28(vii); plus
b. all Monthly Payments that have become due and are unpaid at termination; plus
c. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
d. an Early Termination Amount equal to, the difference, if any, between:
   (i) the Adjusted Capitalized Cost as disclosed in Section 9(c); and
   (ii) the sum of (a) all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method, and (b) the Realized Value of the Vehicle, as defined below; minus
e. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

The "Realized Value" means one of the following: (1) where the Vehicle is a total loss as a result of a theft or damage, and you maintain the Required Insurance, the amount of any applicable insurance deductible owed by you plus the proceeds of the settlement of the insurance claim, unless we agree to a higher amount; (2) the wholesale appraised value, if you elect to have an appraisal, which you may obtain, at your own expense, from a professional independent appraiser agreed to by you and us (the appraisal must be completed at least three days before the scheduled valuation or disposal date of the Vehicle, as provided by a notice that we will provide to you); (3) if we choose to retain ownership of the Vehicle for use or to lease the Vehicle to a subsequent lessee, the wholesale value as specified in the current edition of a recognized used vehicle guide such as Kelley Blue Book or the N.A.D.A. Official Used Car Guide; or, (4) under all other circumstances, the price paid for the Vehicle at disposition.

30. Early Termination by You. You may terminate this Lease at any time prior to the scheduled end of this Lease. If you terminate this Lease early, are not in default, and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand:

a. all Monthly Payments that have become due and are unpaid at termination; plus
b. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
c. the Early Termination Amount determined pursuant to Section 29(d) above; minus
d. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

If you terminate this Lease early, are in default (see Section 28), and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand, the amounts specified in Section 29 above.

Other terms apply if you terminate this Lease and purchase the Vehicle or trade in the Vehicle in connection with the purchase or lease of another vehicle.

31. Effect of Guaranteed Automobile Protection on Early Termination. If the Vehicle is subject to damage or theft resulting in a total loss, and you have purchased and received Guaranteed Automobile Protection in connection with this Lease, and you have met the conditions set forth in the Guaranteed Automobile Protection agreement, then your Early Termination obligations set forth in Sections 29 or 30, as applicable, will not include the charges set forth in Section 29(d), the disposition fee shown in Section 5, and the charges for Excessive Wear and Use and excess mileage (Sections 10 and 34).

32. Your Option to Purchase the Vehicle. You may purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date (unless a governmental agency has seized the Vehicle and instructed us not to release the Vehicle to you). The price to purchase the Vehicle at the Scheduled Maturity Date is the Purchase Option Price shown in Section 11, plus, the amount described in subsections 32(a), 32(b) and 32(c), below. The price to purchase the Vehicle during the Lease Term is the total of:

a. all unpaid Monthly Payments that have become due, and other amounts due and unpaid under this Lease, except the disposition fee shown in Section 5 and charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus,
b. all official fees and taxes, and documentary fees charged in connection with the purchase; plus,
c. all amounts necessary to meet any legal selling requirements; plus,
d. the difference, if any, between the Adjusted Capitalized Cost as disclosed in Section 9(c) and all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method.

As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor and Lessee are hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in any agreement for the sale of the Vehicle at Lease termination.

33. Obligations if You Do Not Purchase the Vehicle at the Scheduled Maturity Date. At the Scheduled Maturity Date, you must return the Vehicle to us at any reasonable location we specify, and pay us, upon demand, the following amounts:

a. all Monthly Payments and other amounts due under this Lease, including the disposition fee shown in Section 5; plus
b. all official fees and taxes charged in connection with this Lease termination; plus
c. all Excessive Wear and Use charges described in Section 34; plus
d. all excess mileage charges disclosed in Section 10. You will not receive a refund if you do not use all of the mileage set forth in Section 10.

If you keep possession of the Vehicle past the Scheduled Maturity Date, you agree to continue to pay the Monthly Payments. However, continued payment does not cure any default, including a default under Section 28(g), and does not permit you to keep the Vehicle unless you obtain our advance written consent to extend the Lease Term. You agree to pay us any damages we suffer because you failed to return the Vehicle at the end of this Lease.

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34. **Excessive Wear and Use Charges.** If you do not purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date, or if you elect to terminate this Lease pursuant to the terms of this Lease and except to the extent paid by the Excess Wear and Use Protection Plan; if you purchased and received that Plan, you are responsible for the estimated cost to repair damage (including diagnostic cost, if any) to the Vehicle which is excessive wear and use (even if we do not repair the Vehicle).

    Excessive wear and use may include but is not limited to certain damage such as:

    a. inoperative mechanical and electrical parts;
    b. damage (including but not limited to, damage to the engine) due to your failure to maintain the Vehicle pursuant to the terms of this Lease;
    c. damage to the body, lights, trim or paint;
    d. damaged, broken or missing glass;
    e. torn, damaged or stained interior;
    f. damage from flood, water, hail or sand;
    g. damage from removal of equipment or signs placed on the Vehicle;
    h. missing equipment, parts and accessories, including missing keys or remote entry devices; or
    i. any wear or damage to any part of the tire that doesn't allow the tire to meet the manufacturer's guidelines for safe operation, or any mismatched tire sizes in a set of 5 (or 4 with any emergency spare if the Vehicle was equipped with one).

ADDITIONAL INFORMATION

35. **Communication Consent.** You agree that we, TMCC and any affiliates, agents and service providers or any assignees of the foregoing (individually and collectively, as applicable in this Communications Consent section, "we," "our" or "us") may call you, leave you a voice, prerecorded or artificial voice message or send you a text, email or other electronic message for any purpose related to your Accounts with us, our products and services, or surveys or research (each a "Communication"). We may include your personal information in a Communication and conduct a Communication using an automated dialing system and any contact information we have for you, including a cell phone number. We will not charge you for a Communication but your service provider may do so. You understand and agree, we may always communicate with you in any manner permissible by law that does not require your consent.
36. **Refundable Security Deposit.** Your security deposit may be used by us to pay amounts that you owe under this Lease. If you elect to purchase your Vehicle, your security deposit may be applied by us to the amount you owe to purchase your Vehicle. Any unused security deposit will be returned to you at the end of the Lease Term. No interest, increase, or profits will be paid to you on the security deposit, unless required by law.
37. **Assignment.** We can assign our interest in this Lease and in the Vehicle without your consent. After you sign this Lease, we will assign it to TLT and you agree to make all payments to TMCC as servicer for TLT.
38. **Refund of Optional Insurance or Other Products.** If any optional insurance or product included in the Gross Capitalized Cost is cancelled before the end of the Lease Term, or if you are not accepted by the Provider for a requested optional insurance or product, we will credit any refunds to your account.
39. **Indemnity.** You agree to indemnify us from, and to pay on our behalf, any claim or loss (including damages, costs, expenses and legal fees) which arises from or is related to the possession, condition, use, maintenance or operation of the Vehicle. Any insurance we provide is secondary to the Required Insurance.
40. **Credit Information.** You authorize us, at any time, to investigate any information provided on your credit application in order to establish, maintain and collect on this Lease account, including to order one or more credit reports in connection with establishing, maintaining or collecting this Lease account. You authorize us to provide information concerning your account to credit reporting agencies and others who may lawfully receive such information. You may notify us if you believe that we have reported any inaccurate information about your Lease account to a consumer reporting agency. Send your written notice describing the specific inaccuracies to us at the following address: P.O. Box 9786, Cedar Rapids, IA 52409-9786.
41. **Liability.** Lessee and Co-Lessee are jointly and severally liable. If there is both a Lessee and Co-Lessee signing this Lease, we can release, waive, or delay the enforcement of our rights against one of you, without affecting our rights as to the other one(s).
42. **Notices.** All Lessee and Co-Lessee correspondence and notices will be sent to the Lessee's Billing Address shown on this Lease, unless you give us a different address. If the Co-Lessee provides a separate address, delinquency notices will be provided to such address in addition to the Billing Address. All correspondence and notices will be given solely in TMCC's name as the servicer, and will be given on behalf of TLT.
43. **Choice of Law and Severability.** You agree that the law of the state in which this Lease is signed applies to this Lease unless prohibited by law. If certain provisions of this Lease violate the law, those provisions will be void, and the rest of this Lease will be enforceable.
44. **No Waiver by Us.** If we delay or refrain from exercising our rights or remedies under this Lease, we do not lose those rights or remedies. If we accept late or partial payments from you, we do not waive our right to receive full and timely payments. We may accept payments with "Payment in Full," similar language or other restrictive endorsements without being bound by such language or waiving our rights or remedies.
45. **Odometer Disclosure Statement.** Federal law requires that you disclose the Vehicle's odometer reading to us upon termination of this Lease or transfer of ownership. Failure to complete an Odometer Disclosure Statement, failure to return it to us, or making a false statement therein, may result in fines and/or imprisonment. You will be provided an Odometer Disclosure Statement to complete prior to the termination of this Lease.
46. **Nonapproval of Credit Application. You have the right to return the vehicle and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.**

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47. **True Lease; Security Interest.** You and we intend that this Lease for all purposes constitutes a "true lease" of the Vehicle, and not a "financed lease" or a secured transaction under the laws of any state. However, if for some reason a court or arbitrator determines that this Lease constitutes a "financed lease" or a secured transaction, you grant us a security interest at that time, to the extent permitted by law, in the Vehicle including any property now or later installed in or affixed to the Vehicle, in all proceeds derived from the Vehicle, in your security deposit, in the proceeds of any insurance relating to persons or property and the proceeds of all Guaranteed Automobile Protection and other optional products, including return of unearned premiums and unearned charges.

48. **Electronic Records and Signatures and Conversion to Paper.** You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

    There will be one authoritative copy of this contract. It will be the electronic copy in a document management system we designate for storing it. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

ARBITRATION

49. **Arbitration Provision.** You agree that any claims arising from or relating to this Lease or related agreements or relationships, including the validity, enforceability, arbitrability or scope of this Provision, at your or our election, are subject to arbitration. This includes, without limitation, claims in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, and claims asserted by us against you and by you against us, and the following Covered Parties: Toyota Lease Trust, Toyota Motor Credit Corporation, Lexus Financial Services, Toyota Motor Insurance Services, Inc., and/or any of our or its affiliates and/or any of our or their employees, officers, successors, assigns or against any third party providing any product or service in connection with this Lease. Any arbitration shall be administered by either JAMS (its rules may be obtained at any of its many offices nationwide or online at www.jamsadr.com), or any arbitration provider that either party may choose subject to the other's approval, which may not be unreasonably withheld. The applicable rules of the selected arbitration provider shall govern, except that in the event of any inconsistency between those rules and this Provision, this Provision shall prevail. Such claims shall be resolved in accordance with (i) the Federal Arbitration Act (the "FAA"); (ii) the selected arbitration provider's rules and procedures in effect at the time the claim is filed; and (iii) this Provision. Any arbitration hearing at which you appear shall be conducted at a location that is reasonably convenient to where you live. The Arbitrator shall apply applicable substantive law consistent with the FAA (and not any state law concerning arbitration) and shall award such remedies, if any, that would be available in court if arbitration had not been elected. If you cannot afford to pay and cannot obtain a waiver of the fees charged by the Arbitrator or if you believe that such fees are or will be prohibitively expensive or excessive, we and the Covered Parties will entertain in good faith any reasonable written request by you for us and the Covered Parties to pay or reimburse you for all or part of such fees. In addition, we will pay the selected arbitration provider's fees for all claims under $15,000. For claims above that amount, the selected arbitration provider's fee shall be covered equally by the parties. In the event we prevail, we agree not to seek recovery of our attorneys' fees from you. If you prevail and the Arbitrator awards you an amount higher than our last written settlement offer before the Arbitrator was selected, we will pay you double your attorney's fees and the maximum claim that may be brought in small claims court in the county of your billing address. **We, the Covered Parties and you are prohibited from participating in any type of representative action, including a class action or private attorney general action. We, the Covered Parties and you are also prohibited from seeking any relief on a representative or class basis.** You will not be subject to this Provision for any individual claim brought by you in small claims court or your state's equivalent court, unless such claim is transferred, removed or appealed to a different court. IF ANY PARTY ELECTS ARBITRATION WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE NOR ANY COVERED PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT; TO HAVE A JURY TRIAL ON THAT CLAIM; OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO SUCH CLAIM. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING EXCEPT AS MAY BE PROVIDED IN THE FAA. This Provision will survive your full payment of this Lease; our sale or transfer of this Lease; any repossession of the Vehicle; and your (or our) bankruptcy.

    By checking the "opt-in" box and signing below, you agree that at the request of either you or us any controversy or claim between you and us shall be determined by neutral binding arbitration under the Federal Arbitration Act (definitions, terms and conditions described in the Arbitration Provision). IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, CHECK THE "OPT-OUT" BOX AND SIGN BELOW. By checking a box and signing below, you agree that you have read and received a copy of the Arbitration Provision.

☒ **OPT IN:** You agree to be bound by the Arbitration Provision.
☐ **OPT OUT:** You do not wish to be bound by the Arbitration Provision.

Lessee [redacted] K

Co-Lessee N/A K

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CALIFORNIA CREDIT DISABILITY INSURANCE CLAIM PROCEDURE NOTICE

If you have applied for and received Optional Credit Disability Insurance (Section 19), and become disabled, tell us right away. We will tell you where to get claim forms. Send in the completed form to the Insurance Provider as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment, WE CANNOT TRY TO COLLECT WHAT YOU OWE OR REPOSSESS THE VEHICLE UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, or repossess the vehicle if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior lien holder is foreclosing.

If the insurance company pays the claim within three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months as a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will be able to take action to collect or foreclose or repossess any collateral you may have given.

LEASE SIGNATURES AND NOTICES

By signing below, you acknowledge that: (1) You have read the entire Lease, including all pages; (2) You agree to all of the provisions of this Lease; (3) This is a lease; you have no ownership interest in the Vehicle unless and until you exercise your option to purchase set forth in this Lease.

Notice to the Lessee: (1) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this Lease; (3) Warning – Unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

You acknowledge that you have received a completely filled-in copy of this Lease.

Lessee [redacted] L

Name: CITY OF REDLANDS

Co-Lessee N/A L

Name: N/A

Notice Regarding Assignment. As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor is hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in agreements to acquire the Vehicle.

Acceptance and Assignment: The Lessor hereby accepts this Lease and assigns to the Toyota Lease Trust all rights, title and interest in this Lease and in the Vehicle, and Lessor's rights under any guaranty executed in connection with this Lease, with full powers to Toyota Lease Trust to collect and discharge all obligations related to this Lease, any guaranty, and this assignment.

Lessor [redacted] M

Name: TOYOTA OF REDLANDS

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Stock No:2300129

Deal ID:46057

CLOSED-END MOTOR VEHICLE LEASE AGREEMENT CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

1. Parties

Lease Date: 10/04/2022

LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS

CITY OF REDLANDS
PO BOX 3005
REDLANDS, County of SAN BERNARDINO, CA 92373

LESSOR (DEALER) NAME AND ADDRESS

TOYOTA OF REDLANDS
921 NEW YORK STREET
REDLANDS, CA 92374

VEHICLE GARAGING ADDRESS

N/A

This is a Lease for the Vehicle described below. The words **"you"**, **"your"** and **"yours"** refer to the Lessee and any Co-Lessee. The words **"we"**, **"us"** and **"our"** refer to the Lessor, and after assignment, to the Toyota Lease Trust ("TLT") and any subsequent assignee. Toyota Motor Credit Corporation ("TMCC") will be servicing this Lease on behalf of TLT. By signing this Lease, you agree to lease the Vehicle described below from us under the terms of this Lease, to pay all amounts due and to perform all of your obligations under this Lease.

2. Description of Leased Vehicle

You are leasing from us, and have received in satisfactory condition, the following Vehicle:

Leased Vehicle

2023 Toyota Sienna XLE FWD 7-Passenger

New or Used	Vehicle Identification Number	Primary Use	Odometer Mileage
New	5TDYRKEC6PS136793	Business	1

The box below memorializes trade-in, turn-in and other individualized agreements between you and the Lessor (Dealer). Obligations of the Lessor set forth in this box shall be the sole responsibility of the Lessor (Dealer). If this box conflicts with any other section of this Lease, the other section of this Lease shall control.

N/A

"THERE IS NO COOLING OFF PERIOD"

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this Lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this Lease only with the agreement of the Lessor or for legal cause such as fraud.

Lessee [redacted] A

Co-Lessee N/A A

GAP LIABILITY NOTICE: In the event of theft or damage to the Vehicle that results in a total loss, there may be a GAP between the amount due upon early termination and the proceeds of your insurance settlement and deductible. THIS LEASE PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. Optional coverage for the GAP amount may be offered for an additional price.

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CLOSED-END MOTOR VEHICLE LEASE AGREEMENT
CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery (Itemized in Section 7 below)	4. Monthly Payments	5. Other Charges (not part of your Monthly Payment)	6. Total of Payments (The amount you will have paid by the end of the Lease)
$ 1,166.77	Your first Monthly Payment of $ 722.02 is due on 10/04/2022, followed by 35 payments of $ 722.02 due on the 4th of each month. The total of your Monthly Payments is: $ 25,992.72	Disposition fee (if you do not purchase the Vehicle) $ 350.00 Total $ 350.00	$ 26,787.47

Itemization of Amount Due at Lease Signing or Delivery

7. Amount Due at Lease Signing or Delivery:

a.	Capitalized Cost Reduction	$ N/A
b.	First Monthly Payment	$ 722.02
c.	Refundable Security Deposit	$ N/A
d.	Title Fees	$ N/A
e.	Registration Fees	$ 127.00
f.	License Fees	$ 279.00
g.	Tax on Capitalized Cost Reduction	$ N/A
h.	Acquisition Fee	$ N/A
i.	Document Processing Fee (Not a Government Fee)	$ N/A
j.	DMV Electronic Filing Fee (Not a Government Fee)	$ 30.00
k.	California Tire Fee	$ 8.75
l.	N/A	$ N/A
m.	N/A	$ N/A
n.	N/A	$ N/A
o.	N/A	$ N/A
p.	Total	$ 1,166.77

8. How the Amount Due at Lease Signing or Delivery will be Paid:

a. Net Trade-In Allowance
Year N/A Make N/A Model N/A
VIN N/A
(i) Agreed Upon Value $ N/A
(ii) Less: Pay Off $ N/A
(iii) Less: Cash to Lessee $ N/A
Net Trade In [(i) — (ii) — (iii), no less than 0] $ 0.00

b. Rebates and Noncash Credits $ 1,166.77

c.	N/A	$ N/A
d.	N/A	$ N/A
e.	N/A	$ N/A

f. Amount to be Paid in Cash $ N/A

g. Total $ 1,166.77

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CLOSED-END MOTOR VEHICLE LEASE AGREEMENT
CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

Your Monthly Payment is determined as shown below

9. Payment Determination

a.	**Gross Capitalized Cost.** The agreed upon value of the Vehicle ($ 42,905.77) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). For an itemization of this amount, see Section 13.	$	43,808.77
b.	**Capitalized Cost Reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost.	– $	N/A
c.	**Adjusted Capitalized Cost.** The amount used in calculating your Base Monthly Payment.	= $	43,808.77
d.	**Residual Value.** The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment.	– $	27,478.00
e.	**Depreciation and any Amortized Amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term.	= $	16,330.77
f.	**Rent Charge.** The amount charged in addition to the Depreciation and any Amortized Amounts.	+ $	7,570.80
g.	**Total of Base Monthly Payments.** The Depreciation and any Amortized Amounts plus the Rent Charge.	= $	23,901.57
h.	**Lease Payments.** The number of payments in your Lease.	÷	36
i.	**Base Monthly Payment.**	= $	663.93
j.	**Monthly Sales/Use Tax.**	+ $	58.09
k.	N/A	+ $	N/A
l.	**Total Monthly Payment ("Monthly Payment")**	= $	722.02

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

10. Excessive Wear and Use

You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 36000 miles over the odometer mileage disclosed on page one, at the rate of $ 0.15 per mile.

11. Purchase Option at the End of Lease Term

You have an option to purchase the Vehicle at the end of the Lease Term for $ 27,478.00.
That amount does not include other charges you may be required to pay pursuant to Section 32.

12. Other Important Terms

Review this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

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CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

Gross Capitalized Cost Itemization and Other Items

13. Itemization of Gross Capitalized Cost

You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a.1. Agreed Upon Value of the Vehicle as equipped at time of signing this Lease		$ 42,905.77
a.2. Agreed Upon Value of each accessory and item of optional equipment the Lessor (Dealer) agrees to add to the Vehicle after signing this Lease:		
i. N/A	+ $	N/A
ii. N/A	+ $	N/A
iii. N/A	+ $	N/A
iv. N/A	+ $	N/A
a.3. Total Agreed Upon Value of the Vehicle	= $	42,905.77
b. Taxes	+ $	N/A
c. Initial Title, License, and Registration Fees	+ $	N/A
d. Outstanding Prior Credit or Lease Balance	+ $	N/A
e. Acquisition Fee	+ $	650.00
f. Document Processing Fee (Not a Government Fee)	+ $	85.00
g. DMV Electronic Filing Fee (Not a Government Fee)	+ $	N/A
h. California Tire Fee	+ $	N/A
i. TIFF	+ $	168.00
j. N/A	+ $	N/A
k. N/A	+ $	N/A
l. N/A	+ $	N/A
m. N/A	+ $	N/A
n. N/A	+ $	N/A
o. N/A	+ $	N/A
p. N/A	+ $	N/A
q. N/A	+ $	N/A
r. N/A	+ $	N/A
s. Gross Capitalized Cost	= $	43,808.77

14. Lease Term and Scheduled Maturity Date

The Lease Term of this Lease is 36 months, and the Scheduled Maturity Date of this Lease is 10/03/2025.

15. Required Insurance

You must provide the following insurance during the Lease Term, with the Lessee and/or Co-Lessee as an insured driver. No other types of insurance are required and **no Required Insurance is provided by us in this Lease**:

a) primary automobile liability insurance with minimum limits for bodily injury or death of

i) $ 15,000.00 for any one person, and

ii) $ 30,000.00 for any one accident, and

iii) $ 5,000.00 for property damage; and

b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of $1,000.

See Section 24 for more information.

You have provided us today with the following insurance information:

UNKNOWN	123456
Insurance Provider	Policy No.
UNKNOWN	(909) 793-3000
Agent's Name	Agent's Phone No.
N/A	
Agent's Address	

Insurance Coverage Verification by Dealer Employee [redacted] B

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CALIFORNIA

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16. Charges for Late/Returned Payments

If we do not receive a full Monthly Payment within 10 days after it is due, you must pay a late payment charge of 5% of the unpaid amount or $10, whichever is greater.

If any payment (including an electronic funds transfer) you make to us is not honored or returned to us for any reason, in addition to any late charges, you may be charged a fee of $25, as permitted by law.

17. Estimated Official Fees and Taxes

This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and taxes (including personal property taxes), whether included in your Total Monthly Payment (Section 9.I), the Amount Due at Lease Signing or Delivery (Section 7) or billed separately. The actual total of Official Fees and Taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed. **This estimate is based on your current address and may increase if you move or if tax rates change. You are responsible for paying any increases.** See Section 27 for additional information.

Estimated Total $ 3,358.12

18. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by a warranty unless identified below:

☐ Remainder of standard new vehicle warranty from manufacturer
☐ Used vehicle warranty from manufacturer

UNLESS WE MAKE A WRITTEN WARRANTY OR ENTER INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS LEASE AND EXCEPT AS STATED IN THE PARAGRAPH IMMEDIATELY ABOVE, OR AS OTHERWISE PROVIDED BY LAW, YOU ARE LEASING THIS VEHICLE "AS IS." THERE ARE NO WARRANTIES AS TO THE VEHICLE'S CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

19. Optional Insurance and Other Products

You are not required to buy any of the Optional Insurance or Other Products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless the appropriate box is checked, all information is filled in, you sign below, and you are accepted by the Provider. By your signature below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

☐ **Optional Credit Life Insurance**

N/A
N/A
Insured(s)

$ N/A
Beginning Coverage

N/A
Provider

$ N/A
Premium

Lessee N/A C

Co-Lessee N/A C

☐ **Optional Credit Disability Insurance**

N/A
N/A
Insured(s)

$ N/A
Maximum Monthly Coverage

N/A
Provider

$ N/A
Premium

Lessee N/A D

Co-Lessee N/A D

☐ **Optional Service Contract**

N/A Miles/Coverage, N/A Months

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A E

Co-Lessee N/A E

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CALIFORNIA

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☐ **Optional Guaranteed Automobile Protection** (See Section 31)

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A F

Co-Lessee N/A F

☐ **Optional Maintenance Agreement**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A G

Co-Lessee N/A G

☐ **Optional Excess Wear and Use Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A H

Co-Lessee N/A H

☐ **Optional Tire and Wheel Protection Plan**

N/A
Provider

$ N/A
Premium or Charge

Lessee N/A I

Co-Lessee N/A I

Total Premiums and Charges $ 0.00

20. Complete Agreement or Modification

By your signature, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you and by us.

Lessee [redacted] J

Co-Lessee N/A J

YOUR OBLIGATIONS DURING THIS LEASE

21. Vehicle Maintenance and Damage

You are responsible for all maintenance, repair, service, and operating expenses of the Vehicle. You agree to keep the Vehicle in the same condition as when you received it, except for reasonable wear, to maintain the Vehicle so that any warranties or similar agreements remain effective and so that it passes all inspections required by law, to follow the owner's manual and maintenance schedule, and to provide us with written proof of such maintenance. You agree to make the Vehicle available to us for inspection during the Lease Term at any reasonable time and place that we request.

22. Prohibited Uses of the Vehicle. You agree that you will not, nor permit others to:

a. use the Vehicle in any illegal manner, in violation of your insurance policy, or without the insurance coverage described in Sections 15 and 24;
b. alter or install any equipment on or in the Vehicle without our written consent. Any accessions to the Vehicle become our property;
c. subject the Vehicle to any lien, seizure or other involuntary transfer;
d. use the Vehicle to transport goods or people for hire;
e. remove the Vehicle from the state where it was first titled, for more than 30 days, without our written consent;

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f. take the Vehicle outside the continental United States (except to Canada or Mexico for less than 30 days, if you have our consent and have provided us with proof of insurance);
g. use the Vehicle in a way that causes the cancellation or suspension of any warranty or other similar protection agreement; or
h. allow anyone else to regularly use the Vehicle without our written consent.

Assigning, subleasing, pledging or permitting a security interest to be created in, or in any other way transferring by you of any interest in the Vehicle or this Lease is strictly prohibited.

23. **Title and Registration.** Legal title to the Vehicle will be in our name and the Vehicle will be registered as we direct. You must promptly pay all title, registration, and license fees.

24. **Required Insurance.** The limits required under state law may not be sufficient for your needs. See your insurance provider for more information. **You may obtain the required coverages through any insurance company, agent, or broker you choose which is reasonably acceptable to us and authorized to do business in the state where the Vehicle is located.** This insurance may be provided through existing policies that you own or control if it otherwise meets all requirements. The insurance policy must be acceptable to us, name Toyota Lease Trust as **additional insured** and **loss payee**, and give us at least 10 days written notice before any cancellation or reduction in coverage. You authorize us to endorse your name(s) on any check or draft from your insurance company for any claim. You must provide us with written proof of this insurance, including a copy of the insurance policy, at any time during the term of this Lease at our request. You agree to release to us all insurance or other proceeds you receive for damages or loss to the Vehicle (including any premium refunds on the Required Insurance) up to the amount you owe us.

Notice: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Lease.

25. **Payment Obligations.** You may not change or stop your Monthly Payments for any reason, even if the Vehicle is stolen, destroyed, seized by the government, non-operative, experiences any mechanical problem, or does not perform satisfactorily. We may apply each Monthly Payment and each other payment we receive to past due payments, current payment due, late charges, and other amounts due under this Lease in any order we choose, to the extent permitted by law.

26. **Change in Address.** You must notify us in writing within 30 days of any change in your address or the address where the Vehicle is garaged.

27. **Fees Taxes and Fines.** You must promptly pay all official fees and taxes related to the Vehicle and this Lease, including title, license and registration fees, and sales, use, excise and personal property taxes. These amounts may change from time to time based on changes to your address and changes in tax rates. You must also promptly pay all other fees, assessments, charges, costs and fines (collectively "fines") incurred on the Vehicle such as traffic tickets, impounds, towing charges, storage charges and toll violations. Some bills for official fees and taxes may be sent to you for payment. Other bills may be paid by us on your behalf and we will charge you the amount billed to us. If you fail to pay any such amount when billed by us or by a third party, and we elect to pay it, you will reimburse us for the amount paid plus a $10 administrative fee per incident, to the extent permitted by law. In connection with these bills, you give us permission to provide information regarding you and this Lease to the billing authority. You must pay all fees, taxes, assessments, charges, costs and fines incurred on the Vehicle during the Lease Term, even if they are assessed and billed after this Lease has ended. We may charge you an estimated amount for any remaining items at the time this Lease ends. You are responsible for any shortage in this estimate, and we will refund you any excess.

    We are not obligated to apply for any refund or abatement of official fees and taxes, including personal property taxes. If you make a written request that we apply for a refund of an official fee or tax that you paid to us, to which you are entitled, we will file an application for refund. We will send any refund we receive, less all amounts due under this Lease, to you.

    We may pay any title, registration, license fee, tax, assessment, charge, cost or fine which you fail to pay, and charge you the amount paid. You are responsible for any fines or penalties if you fail to pay the bill when due.

28. **Default and Remedies.** To the extent permitted by law, you will be in default if:
    a. you fail to make any payment when it is due;
    b. you fail to keep any other agreement in this Lease;
    c. you provided false or misleading information when applying for this Lease;
    d. you become the subject of a bankruptcy or insolvency proceeding;
    e. the Vehicle is lost, stolen, seized, confiscated, levied upon, or damaged beyond reasonable repair;
    f. you die and there is no surviving co-lessee; or
    g. you fail to return the Vehicle by the Scheduled Maturity Date and do not obtain our written consent to extend the Lease Term.

    If you are in default, we may do any or all of the following, as permitted by law, after giving any legally required notices, and observing any legally required cure or reinstatement periods:
    i. terminate this Lease and your right to use the Vehicle;
    ii. require you to return the Vehicle by allowing us to pick up the Vehicle or making it available to us at any reasonable time and place we specify;
    iii. take possession of the Vehicle by legal process or by self help in any manner not prohibited by law;
    iv. require you to pay the amounts set forth in Section 29;
    v. take any reasonable action to correct your default or to prevent our loss;
    vi. pursue any other remedy allowed by law; and
    vii. require you to pay all of our reasonable expenses for taking these actions and add the amount of our expenses to the amount you owe us under this Lease, including, but not limited to, expenses for repossession, transportation, storage, collection, and legal costs, including reasonable attorneys' fees paid to an attorney who is not our salaried employee, as allowed by applicable law.

    We or our agent may take possession of personal property left in or on the Vehicle, subject to your right to recover such property, if any. We or our agent may store it for you and you will be responsible to pay for this service. If you do not take possession of the personal property, we or our agent may dispose of it as permitted by law.

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CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

ENDING YOUR LEASE

29. Early Termination by Us. We may terminate this Lease at any time if you are in default (see Section 28). If we do, you must return the Vehicle to us, at any reasonable location we specify. In addition, you must pay us, upon demand, the total of the following amounts:

a. the amounts set forth in Section 28(vii); plus
b. all Monthly Payments that have become due and are unpaid at termination; plus
c. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
d. an Early Termination Amount equal to, the difference, if any, between:
   (i) the Adjusted Capitalized Cost as disclosed in Section 9(c); and
   (ii) the sum of (a) all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method, and (b) the Realized Value of the Vehicle, as defined below; minus
e. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

The "Realized Value" means one of the following: (1) where the Vehicle is a total loss as a result of a theft or damage, and you maintain the Required Insurance, the amount of any applicable insurance deductible owed by you plus the proceeds of the settlement of the insurance claim, unless we agree to a higher amount; (2) the wholesale appraised value, if you elect to have an appraisal, which you may obtain, at your own expense, from a professional independent appraiser agreed to by you and us (the appraisal must be completed at least three days before the scheduled valuation or disposal date of the Vehicle, as provided by a notice that we will provide to you); (3) if we choose to retain ownership of the Vehicle for use or to lease the Vehicle to a subsequent lessee, the wholesale value as specified in the current edition of a recognized used vehicle guide such as Kelley Blue Book or the N.A.D.A. Official Used Car Guide; or, (4) under all other circumstances, the price paid for the Vehicle at disposition.

30. Early Termination by You. You may terminate this Lease at any time prior to the scheduled end of this Lease. If you terminate this Lease early, are not in default, and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand:

a. all Monthly Payments that have become due and are unpaid at termination; plus
b. all other unpaid amounts then due under this Lease, but not including charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus
c. the Early Termination Amount determined pursuant to Section 29(d) above; minus
d. any remaining Refundable Security Deposit (Section 36) or refund we receive from Optional Insurance or Other Products (Section 38).

If you terminate this Lease early, are in default (see Section 28), and do not elect to purchase the Vehicle in accordance with Section 32, you must return the Vehicle to us, at any reasonable location we specify, and you must pay us, upon demand, the amounts specified in Section 29 above.

Other terms apply if you terminate this Lease and purchase the Vehicle or trade in the Vehicle in connection with the purchase or lease of another vehicle.

31. Effect of Guaranteed Automobile Protection on Early Termination. If the Vehicle is subject to damage or theft resulting in a total loss, and you have purchased and received Guaranteed Automobile Protection in connection with this Lease, and you have met the conditions set forth in the Guaranteed Automobile Protection agreement, then your Early Termination obligations set forth in Sections 29 or 30, as applicable, will not include the charges set forth in Section 29(d), the disposition fee shown in Section 5, and the charges for Excessive Wear and Use and excess mileage (Sections 10 and 34).

32. Your Option to Purchase the Vehicle. You may purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date (unless a governmental agency has seized the Vehicle and instructed us not to release the Vehicle to you). The price to purchase the Vehicle at the Scheduled Maturity Date is the Purchase Option Price shown in Section 11, plus, the amount described in subsections 32(a), 32(b) and 32(c), below. The price to purchase the Vehicle during the Lease Term is the total of:

a. all unpaid Monthly Payments that have become due, and other amounts due and unpaid under this Lease, except the disposition fee shown in Section 5 and charges for Excessive Wear and Use and excess mileage (Sections 10 and 34); plus,
b. all official fees and taxes, and documentary fees charged in connection with the purchase; plus,
c. all amounts necessary to meet any legal selling requirements; plus,
d. the difference, if any, between the Adjusted Capitalized Cost as disclosed in Section 9(c) and all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method.

As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor and Lessee are hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in any agreement for the sale of the Vehicle at Lease termination.

33. Obligations if You Do Not Purchase the Vehicle at the Scheduled Maturity Date. At the Scheduled Maturity Date, you must return the Vehicle to us at any reasonable location we specify, and pay us, upon demand, the following amounts:

a. all Monthly Payments and other amounts due under this Lease, including the disposition fee shown in Section 5; plus
b. all official fees and taxes charged in connection with this Lease termination; plus
c. all Excessive Wear and Use charges described in Section 34; plus
d. all excess mileage charges disclosed in Section 10. You will not receive a refund if you do not use all of the mileage set forth in Section 10.

If you keep possession of the Vehicle past the Scheduled Maturity Date, you agree to continue to pay the Monthly Payments. However, continued payment does not cure any default, including a default under Section 28(g), and does not permit you to keep the Vehicle unless you obtain our advance written consent to extend the Lease Term. You agree to pay us any damages we suffer because you failed to return the Vehicle at the end of this Lease.

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34. **Excessive Wear and Use Charges.** If you do not purchase the Vehicle at any time during this Lease or at the Scheduled Maturity Date, or if you elect to terminate this Lease pursuant to the terms of this Lease and except to the extent paid by the Excess Wear and Use Protection Plan; if you purchased and received that Plan, you are responsible for the estimated cost to repair damage (including diagnostic cost, if any) to the Vehicle which is excessive wear and use (even if we do not repair the Vehicle).

    Excessive wear and use may include but is not limited to certain damage such as:

    a. inoperative mechanical and electrical parts;
    b. damage (including but not limited to, damage to the engine) due to your failure to maintain the Vehicle pursuant to the terms of this Lease;
    c. damage to the body, lights, trim or paint;
    d. damaged, broken or missing glass;
    e. torn, damaged or stained interior;
    f. damage from flood, water, hail or sand;
    g. damage from removal of equipment or signs placed on the Vehicle;
    h. missing equipment, parts and accessories, including missing keys or remote entry devices; or
    i. any wear or damage to any part of the tire that doesn't allow the tire to meet the manufacturer's guidelines for safe operation, or any mismatched tire sizes in a set of 5 (or 4 with any emergency spare if the Vehicle was equipped with one).

ADDITIONAL INFORMATION

35. **Communication Consent.** You agree that we, TMCC and any affiliates, agents and service providers or any assignees of the foregoing (individually and collectively, as applicable in this Communications Consent section, "we," "our" or "us") may call you, leave you a voice, prerecorded or artificial voice message or send you a text, email or other electronic message for any purpose related to your Accounts with us, our products and services, or surveys or research (each a "Communication"). We may include your personal information in a Communication and conduct a Communication using an automated dialing system and any contact information we have for you, including a cell phone number. We will not charge you for a Communication but your service provider may do so. You understand and agree, we may always communicate with you in any manner permissible by law that does not require your consent.
36. **Refundable Security Deposit.** Your security deposit may be used by us to pay amounts that you owe under this Lease. If you elect to purchase your Vehicle, your security deposit may be applied by us to the amount you owe to purchase your Vehicle. Any unused security deposit will be returned to you at the end of the Lease Term. No interest, increase, or profits will be paid to you on the security deposit, unless required by law.
37. **Assignment.** We can assign our interest in this Lease and in the Vehicle without your consent. After you sign this Lease, we will assign it to TLT and you agree to make all payments to TMCC as servicer for TLT.
38. **Refund of Optional Insurance or Other Products.** If any optional insurance or product included in the Gross Capitalized Cost is cancelled before the end of the Lease Term, or if you are not accepted by the Provider for a requested optional insurance or product, we will credit any refunds to your account.
39. **Indemnity.** You agree to indemnify us from, and to pay on our behalf, any claim or loss (including damages, costs, expenses and legal fees) which arises from or is related to the possession, condition, use, maintenance or operation of the Vehicle. Any insurance we provide is secondary to the Required Insurance.
40. **Credit Information.** You authorize us, at any time, to investigate any information provided on your credit application in order to establish, maintain and collect on this Lease account, including to order one or more credit reports in connection with establishing, maintaining or collecting this Lease account. You authorize us to provide information concerning your account to credit reporting agencies and others who may lawfully receive such information. You may notify us if you believe that we have reported any inaccurate information about your Lease account to a consumer reporting agency. Send your written notice describing the specific inaccuracies to us at the following address: P.O. Box 9786, Cedar Rapids, IA 52409-9786.
41. **Liability.** Lessee and Co-Lessee are jointly and severally liable. If there is both a Lessee and Co-Lessee signing this Lease, we can release, waive, or delay the enforcement of our rights against one of you, without affecting our rights as to the other one(s).
42. **Notices.** All Lessee and Co-Lessee correspondence and notices will be sent to the Lessee's Billing Address shown on this Lease, unless you give us a different address. If the Co-Lessee provides a separate address, delinquency notices will be provided to such address in addition to the Billing Address. All correspondence and notices will be given solely in TMCC's name as the servicer, and will be given on behalf of TLT.
43. **Choice of Law and Severability.** You agree that the law of the state in which this Lease is signed applies to this Lease unless prohibited by law. If certain provisions of this Lease violate the law, those provisions will be void, and the rest of this Lease will be enforceable.
44. **No Waiver by Us.** If we delay or refrain from exercising our rights or remedies under this Lease, we do not lose those rights or remedies. If we accept late or partial payments from you, we do not waive our right to receive full and timely payments. We may accept payments with "Payment in Full," similar language or other restrictive endorsements without being bound by such language or waiving our rights or remedies.
45. **Odometer Disclosure Statement.** Federal law requires that you disclose the Vehicle's odometer reading to us upon termination of this Lease or transfer of ownership. Failure to complete an Odometer Disclosure Statement, failure to return it to us, or making a false statement therein, may result in fines and/or imprisonment. You will be provided an Odometer Disclosure Statement to complete prior to the termination of this Lease.
46. **Nonapproval of Credit Application. You have the right to return the vehicle and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.**

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CLOSED-END MOTOR VEHICLE LEASE AGREEMENT
CALIFORNIA

TOYOTA FINANCIAL SERVICES SM

47. **True Lease; Security Interest.** You and we intend that this Lease for all purposes constitutes a "true lease" of the Vehicle, and not a "financed lease" or a secured transaction under the laws of any state. However, if for some reason a court or arbitrator determines that this Lease constitutes a "financed lease" or a secured transaction, you grant us a security interest at that time, to the extent permitted by law, in the Vehicle including any property now or later installed in or affixed to the Vehicle, in all proceeds derived from the Vehicle, in your security deposit, in the proceeds of any insurance relating to persons or property and the proceeds of all Guaranteed Automobile Protection and other optional products, including return of unearned premiums and unearned charges.

48. **Electronic Records and Signatures and Conversion to Paper.** You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

    There will be one authoritative copy of this contract. It will be the electronic copy in a document management system we designate for storing it. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

ARBITRATION

49. **Arbitration Provision.** You agree that any claims arising from or relating to this Lease or related agreements or relationships, including the validity, enforceability, arbitrability or scope of this Provision, at your or our election, are subject to arbitration. This includes, without limitation, claims in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, and claims asserted by us against you and by you against us, and the following Covered Parties: Toyota Lease Trust, Toyota Motor Credit Corporation, Lexus Financial Services, Toyota Motor Insurance Services, Inc., and/or any of our or its affiliates and/or any of our or their employees, officers, successors, assigns or against any third party providing any product or service in connection with this Lease. Any arbitration shall be administered by either JAMS (its rules may be obtained at any of its many offices nationwide or online at www.jamsadr.com), or any arbitration provider that either party may choose subject to the other's approval, which may not be unreasonably withheld. The applicable rules of the selected arbitration provider shall govern, except that in the event of any inconsistency between those rules and this Provision, this Provision shall prevail. Such claims shall be resolved in accordance with (i) the Federal Arbitration Act (the "FAA"); (ii) the selected arbitration provider's rules and procedures in effect at the time the claim is filed; and (iii) this Provision. Any arbitration hearing at which you appear shall be conducted at a location that is reasonably convenient to where you live. The Arbitrator shall apply applicable substantive law consistent with the FAA (and not any state law concerning arbitration) and shall award such remedies, if any, that would be available in court if arbitration had not been elected. If you cannot afford to pay and cannot obtain a waiver of the fees charged by the Arbitrator or if you believe that such fees are or will be prohibitively expensive or excessive, we and the Covered Parties will entertain in good faith any reasonable written request by you for us and the Covered Parties to pay or reimburse you for all or part of such fees. In addition, we will pay the selected arbitration provider's fees for all claims under $15,000. For claims above that amount, the selected arbitration provider's fee shall be covered equally by the parties. In the event we prevail, we agree not to seek recovery of our attorneys' fees from you. If you prevail and the Arbitrator awards you an amount higher than our last written settlement offer before the Arbitrator was selected, we will pay you double your attorney's fees and the maximum claim that may be brought in small claims court in the county of your billing address. **We, the Covered Parties and you are prohibited from participating in any type of representative action, including a class action or private attorney general action. We, the Covered Parties and you are also prohibited from seeking any relief on a representative or class basis.** You will not be subject to this Provision for any individual claim brought by you in small claims court or your state's equivalent court, unless such claim is transferred, removed or appealed to a different court. IF ANY PARTY ELECTS ARBITRATION WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE NOR ANY COVERED PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT; TO HAVE A JURY TRIAL ON THAT CLAIM; OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO SUCH CLAIM. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING EXCEPT AS MAY BE PROVIDED IN THE FAA. This Provision will survive your full payment of this Lease; our sale or transfer of this Lease; any repossession of the Vehicle; and your (or our) bankruptcy.

    By checking the "opt-in" box and signing below, you agree that at the request of either you or us any controversy or claim between you and us shall be determined by neutral binding arbitration under the Federal Arbitration Act (definitions, terms and conditions described in the Arbitration Provision). IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, CHECK THE "OPT-OUT" BOX AND SIGN BELOW. By checking a box and signing below, you agree that you have read and received a copy of the Arbitration Provision.

☒ **OPT IN:** You agree to be bound by the Arbitration Provision.
☐ **OPT OUT:** You do not wish to be bound by the Arbitration Provision.

Lessee [redacted] K

Co-Lessee N/A K

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CALIFORNIA CREDIT DISABILITY INSURANCE CLAIM PROCEDURE NOTICE

If you have applied for and received Optional Credit Disability Insurance (Section 19), and become disabled, tell us right away. We will tell you where to get claim forms. Send in the completed form to the Insurance Provider as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment, WE CANNOT TRY TO COLLECT WHAT YOU OWE OR REPOSSESS THE VEHICLE UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, or repossess the vehicle if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior lien holder is foreclosing.

If the insurance company pays the claim within three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months as a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will be able to take action to collect or foreclose or repossess any collateral you may have given.

LEASE SIGNATURES AND NOTICES

By signing below, you acknowledge that: (1) You have read the entire Lease, including all pages; (2) You agree to all of the provisions of this Lease; (3) This is a lease; you have no ownership interest in the Vehicle unless and until you exercise your option to purchase set forth in this Lease.

Notice to the Lessee: (1) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this Lease; (3) Warning – Unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

You acknowledge that you have received a completely filled-in copy of this Lease.

Lessee [redacted] L

Name: CITY OF REDLANDS

Co-Lessee N/A L

Name: N/A

Notice Regarding Assignment. As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor is hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in agreements to acquire the Vehicle.

Acceptance and Assignment: The Lessor hereby accepts this Lease and assigns to the Toyota Lease Trust all rights, title and interest in this Lease and in the Vehicle, and Lessor's rights under any guaranty executed in connection with this Lease, with full powers to Toyota Lease Trust to collect and discharge all obligations related to this Lease, any guaranty, and this assignment.

Lessor [redacted] M

Name: TOYOTA OF REDLANDS

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City Council/Successor Agency Meeting **G. 12.**

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the professional services agreement with KOA Corporation to provide engineering services for the Citywide Left-Turn Pocket Study for an amount not-to-exceed $99,905, and determine approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (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 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

2. I move that City Council approve 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.

RECOMMENDATION:

Staff recommends that City Council determine approval of the 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. Staff further recommends that City Council approve the professional services agreement with KOA Corporation for an amount not-to-exceed $99,905.

DISCUSSION:

Occasionally, staff receives requests to add turn lanes at street intersections within the City. In response, staff developed an engineering scope of work for a consultant to perform a Citywide Left-Turn Pocket Study (Study) to identify potential locations for these protected turn lanes. The purpose of this study is to determine how left-turn pockets will impact traffic flow at specific City signalized and non-signalized intersections. The City maintains approximately ninety-one (91) signalized intersections and hundreds of non-signalized intersections. The Study will evaluate more than one-hundred (100) intersections to determine if left turn lanes are warranted.

On July 14, 2022, Municipal Utilities and Engineering Department staff issued a Request for Proposals (RFP) to provide engineering services for the Study. On August 11, 2022, proposals were received from the following four (4) consulting firms:

1. KOA Corporation, Ontario, CA
2. RK Engineering Group, Inc., Newport Beach, CA
3. AGA Engineers, Inc., Fullerton, CA
4. Minagar & Associates, Inc., Laguna Hills, CA

In accordance with Chapter 2.16.180 of the City's Municipal Code, an evaluation committee reviewed and rated the proposals based on each firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. KOA Corporation was identified as the consultant most qualified to perform the tasks listed in the RFP. City staff negotiated a reasonable consultant fee and recommends City Council approval of an agreement with KOA Corporation for an amount not-to-exceed $99,905.

Approval of the professional services agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s Guidelines implementing the California Environmental Quality Act as there is no possibility that this action will result in an impact on the environment.

ALTERNATIVES:

Council may elect to deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Johana Silva, Assistant Engineer

Fiscal Impact

Fiscal Year:	FY 22/23
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	101400

Discussion:

There is no fiscal impact associated with this action. Funding for this project is included in the MUED Fiscal Year 22/23 approved budget.

Attachments

KOA Professional Services Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

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

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

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

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

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

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

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

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

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

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

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

KOA CORPORATION

By: _____
Min Zhou, CEO/President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF WORK

KOA acknowledges the Scope of Services presented in the RFP.

TASK 1: PROJECT MANAGEMENT

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

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

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

Our Project Management services will also include:

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

Task 1 Deliverables

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

TASK 2: DATA COLLECTION

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

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

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

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

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

ADA COMPLIANCE ASSESSMENT

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

TASK 3: IDENTIFICATION OF PROJECT INTERSECTIONS

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

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

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

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

Task 3 Deliverables

- List of Study Intersections

TASK 4: EVALUATION OF PROJECT INTERSECTIONS

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

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

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

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

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

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

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

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

Task 4 Deliverables

- Synchro Models

TASK 5: FINAL REPORT

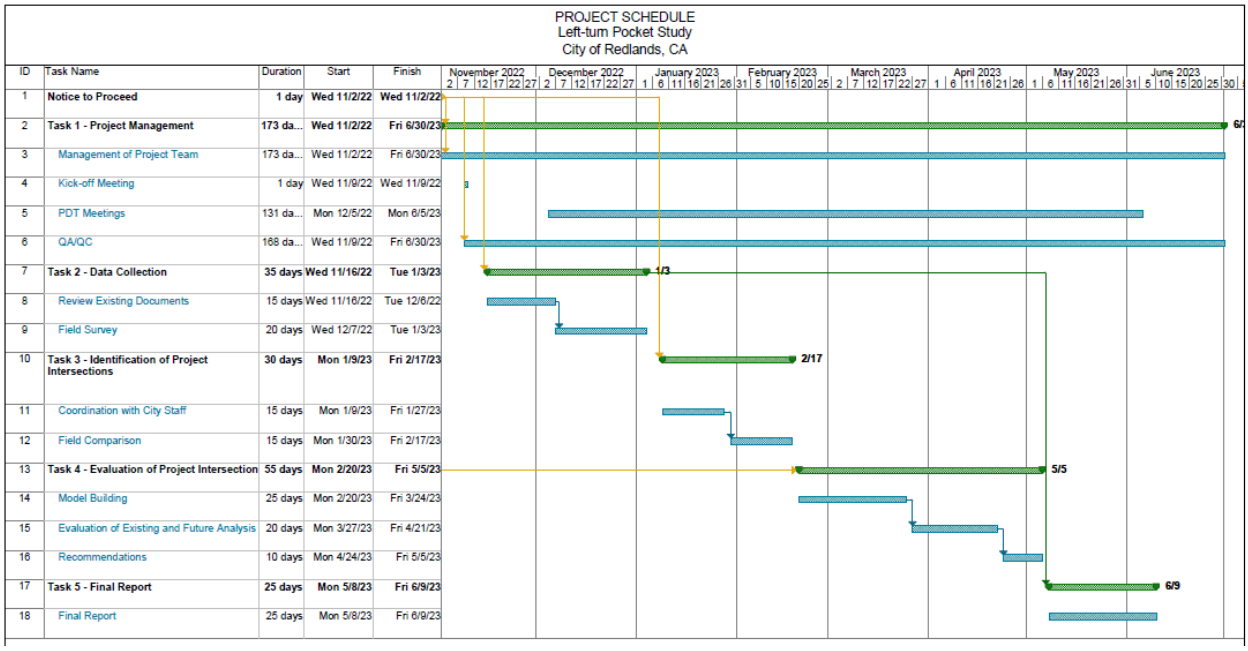
A final technical report with an executive summary will be prepared for this project. The report will summarize the results of our field review, data collection, and engineering analysis for the existing and future year conditions. The report will include a list of all (up to a total of 120) signalized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

Task 5 Deliverables

- Final Technical Report

EXHIBIT "B"
PROJECT SCHEDULE

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



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

EXHIBIT "C"
Fee Schedule Title

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

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

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

KOA CORPORATION

By:_____ Date: _____
Min Zhou, CEO/President

City Council/Successor Agency Meeting **G. 13.**

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support for $19,594 related to the Kiwanis Christmas Parade hosted by the Kiwanis Club of Redlands, Noon; approve the request to close E. Citrus Ave., 8th St., Orange St., Eureka St., W. State St., and Brookside Ave. for the event on December 3, 2022; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council determine that approval of the request for the 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; and

2. I move to authorize and approve a request for in-kind support in the amount of $19,594 related to this event; and

3. I move to authorize the temporary closure of E. Citrus Ave., 8th St., Orange St., Eureka St., W. State St., And Brookside Ave., on December 3, 2022.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the request for the event is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (CEQA) and approve the temporary street closures of E. Citrus Ave., 8th St., Orange St., Eureka St., W. State St., And Brookside Ave., on December 3, 2022, for the event. Additionally, staff recommends that the City Council direct staff accordingly concerning the request for in-kind support.

DISCUSSION:

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

The Noon Kiwanis Club of Redlands (Kiwanis Club) has requested the use of the downtown area for their annual Christmas parade to be held on December 3, 2022, with a rain-out date of December 10, 2022. The Kiwanis Club is requesting in-kind support and departmental resources, including personnel and equipment from the Facilities and Community and Police Departments, in the amount of $19,594 for the 2022 annual Kiwanis Christmas Parade. The Kiwanis Club is a registered non-profit organization operating out of the City of Redlands and has held the Kiwanis Christmas Parade event locally since 1990.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 consists of construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilites designed for public use.

ALTERNATIVES:

The City Council may deny the request.

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:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Christopher R. Catren, Police Chief

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year: FY 2022-23

Discussion:

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

Departmental Charges (Personnel & Equipment)	2022 Amount	Type	2021 Amount
Police Personnel[1]	$19,020.00	Hard Cost	$18,978.00
Facilities & Community Services Personnel[1]	$280.00	Hard Cost	$2,112.00
Street Sweeping	$200.00	Hard Cost	N/A
Facilities & Community Services Equipment	N/A	Soft Cost	$250.00
Personnel & Equipment Subtotal	**$19,500.00**		**$21,340.00**
Fees Established by City Council Resolution			
Ed Hales Park Reservation Permit	$94.00	Soft Cost	N/A
Fees Subtotal	**$94.00**		**$N/A**
Total Departmental Charges and Fees	**$19,500.00** (hard) **$94.00**(soft) **$19,594.00 (Total)**		**$21,340.00**

[1]Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be

included in a reconciliation report presented to the City Council.

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

TABLE 2: FY 2022-23 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	In-kind support Amount	Net Amount
$151,716.00	$5,563.50	$4,600.00	$156,355.50	$151,735.50

Attachments

A. In-Kind Support Request

B. Verification of Nonprofit

City of Redlands *In-Kind Support Request*

Event Name: Kiwanis Christmas Parade

Event Date(s): Dec 3, 2022 **Location(s):** Downtown Redlands

Rain Out Date: Dec 10, 2022 **Beginning Time:** 6 PM **End Time:** 9 PM

Describe Your Request:

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

Annual Christmas Parade

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* 145
- [x] Police (*Public Safety Personnel)* 7 CSO + 2 Motor Officers
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [ ] Facility

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

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

- [x] Other PG 17

Group/Organization Name: The Kiwanis Club of Redlands, Noon

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 95-1702793

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

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

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

Primary Contact Name & Title: Dr Mike Kuhn, Chair

Mailing Address: PO BOX 1102, REDLANDS, CA 92373

Phone Number: 909-496-9061 **E-Mail Address:** mkuhn@llu.edu

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

Positive outcomes for your organization from this

Recognition from the community for our organization hosting this annual event and will lead to new members.

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

Exposure of our great community to others, exposing schools, churches, restaurants and our community.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	both = 35,000	both = 35,000	0
Attendance: Non-Residents	both = 35,000	both = 35,000	0
Food & Beverage Sales	0	0	0
Merchandise Sales	0	0	0
Ticket/Entrance Fees	$35-50	$35-$50	0
Other			0
Total Revenue	$7,500 Approx	$7,500 Approx	0

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

Signature: [signature] **Title:** Co-chair

Please Print Your Name: Justin Bouzane **Date:** 8/26/2022

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

Kiwanis Club Of Redlands K00749

EIN: 95-1702793 | --, --, United States

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

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

- Tax Year 2021 Form 990EO
- Tax Year 2019 Form 990EO
- Tax Year 2018 Form 990EO
- Tax Year 2017 Form 990EO
- Tax Year 2016 Form 990EO

Page Last Reviewed or Updated: 20-November-2020

Share Print

City Council/Successor Agency Meeting **G. 14.**

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (Assistant City Manager Boatman)

MOTION(S):

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

I move that the City Council approve an 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.

RECOMMENDATION:

Staff recommends that the City Council approve an 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.

DISCUSSION:

The City of Redlands decorates the downtown annually during the holiday season to encourage visitation to the area and support downtown businesses. Decorations include garland, wreaths, bows, and a large Christmas tree in Ed Hales Park. The tree that has been utilized in recent years includes a light show set to music. The area consists of East State Street, Orange Street (between

State Street and Lugonia Avenue), and 5th Street.

In accordance with the City's procurement policies, a request for bids for the holiday decor and installation services was advertised on October 6, 2022, and bid packages were opened at the City Clerk's office on October 17, 2022. Southern California Lighting Inc. DBA The Christmas Kings was identified as the lowest responsive and responsible bidder. The one quote was received and is shown in the table below.

Bidder Name	Amount
Southern California Lighting Inc. DBA The Christmas Kings	$66,000

Historically, the cost of these services has been approximately $64,000 per year for the decoration of the downtown during the holiday season. In addition, Christmas Kings has completed the installation of holiday decor within the downtown area over the past several years and has successfully addressed the desire to create a unique experience for all visitors to the area.

ALTERNATIVES:

The City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Erik Reeves, Field Services Superintendent

Fiscal Impact

Fiscal Year:	FY 2022-24
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	123,0000
Budgeted Y/N:	Y
Account No.:	101303

Discussion:

Sufficient funding for this service is included in the Parks Divisions (101303) budget for Fiscal Year 2022-23 and 2023-24 as approved by the City Council.

Attachments

Holiday Lighting & Decor

Southern California Lighting Inc. DBA Christmas Kings Agreement

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **17th day of October 2022 at 11:00 a.m.** on behalf of the Facilities and Community Services Department for **Holiday Decorations Rental & Installation Services – FCS10032022JB**. . The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (N/A)	Total Bid Amount
1	The Christmas Kings, Lake Elsinore CA	Yes	N/A	$66,000.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Jocelyn Butters

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES

This agreement for the provision of holiday lighting and decoration installation ("Agreement") is made and entered in this 1st day of November 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City)" and Southern California Lighting Inc., a California corporation DBA The Christmas Kings ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform holiday lighting and decoration installations (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," entitled "Scope of Services." The Services shall commence within ten (10) days of the Effective Date of this Agreement.

4.2 The Term of the Agreement shall be for a period of two (2) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by one (1) additional term (as "Extended Term"), on the same

terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.3 During the term of this Agreement, City may request that Contractor perform Extra Services. As used herein, "Extra Services" means any work that is determined necessary by City for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Services do not exceed twenty percent (20%) of the compensation to be paid by City to Contractor for the Services, such Extra Services may be agreed to by official in accordance with Chapter 2.16 of the Redlands Municipal Code. Contractor shall not perform, nor be compensated for, Extra Services without such written authorization from City.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The annual compensation for Contractor's performance of the Services shall be in the amount of One Hundred and Thirty-Two Thousand Dollars ($132,000.00) for the initial two-year term and total compensation of One Hundred and Ninety-Eight Thousand Dollars ($198,000.00) throughout extended terms of this Agreement.

5.2 Contractor shall submit one invoice upon completion of each annual episode of Services provided in accordance with the schedule set forth in Exhibit "A," entitled "Scope of Services." City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.4 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	Contractor
Chris Boatman	Mathew Kronquist
Assistant City Manager	Owner
City of Redlands	Southern California Lighting Inc. DBA The Christmas Kings
35 Cajon Street, Suite 200	31500 Grape St. Unit 3233
P.O. Box 3005 (mailing)	Lake Elsinore, CA 92532
Redlands, CA 92373	

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

6.2 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 provide City with Exhibit "B" entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.

6.3 Contractor shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage 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.

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

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

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

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize the 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 officially determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

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

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement.

8.3 Records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Contractor in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.

8.4 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by

City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.5 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City; provided, however, this Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

CITY OF REDLANDS

By: _____
Charlie Duggan, City Manager

SOUTHERN CALIFORNIA LIGHTING INC. DBA THE CHRISTMAS KINGS

By: _____
Mathew Kronquist, Owner

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES AND BID SCHEDULE

Request for Bid #FCS10122021JS
HOLIDAY DÉCOR RENTAL AND INSTALLATION SERVICES

All Bidders must conform to these specifications and the products they furnish shall be of first class quality and said product shall be the best obtainable in the various trades. The following criteria will also need to be adhered to:

Bidder must bid on all items; award will be mad e to the lowest responsive and responsible bidder. **Prices shall include all costs** for the services/items described, overhead costs, **including, but not limited to**, ***sales tax, freight, delivery and fuel fees shall be included*** in the total price. Prices shall remain in effect for the term of the contract **and** prices shall remain in effect for 90 days from the bid opening date.

Bidder further agrees; in addition to the terms and conditions specified herein the following terms and conditions that are a part of this quote and any resulting contract. Quantities stated below are estimates only and are not guaranteed. Quote unit price on the estimated quantity and unit of measure specified. The City may order more or less than the estimated quantity indicated on quote price sheet.

DO NOT hand write in any other amounts, notations, specifications to the quote price list below that are not called for in the specifications or quote price sheet. **DO NOT** include any pricing sheets or any other documentation not called for in the quote specifications. Doing so may deem your quote nonresponsive and cause your quote to be rejected.

SCOPE OF SERVICES

Holiday decoration items will be installed along the historic downtown East State Street, Orange Street, and 5th Street. These items include an artificial tree, artificial garland, ornament wreaths, and miscellaneous holiday items for display. Commercial grade artificial garland, 18" by 24" red bows will be placed on 65 light posts throughout the downtown area. Services also include three 60" pre-light wreaths that will be placed at Ed Hales Park and on the two arches along East State Street.

The contractor shall provide a 38-foot Christmas tree with a six foot topper to be placed at Ed Hales Park. The tree will need to be programmed with a custom light show to music; each song approximately 3 minutes in length, 3 songs total. Light show will need to be controlled by commercial grade LOR controllers allowing the tree to be synchronized to music. The lights on the tree will chase up and down from top to bottom, all red lights on or all green lights on at one time. Lights on the garland and star will need to be controlled independently. All sections of the tree will need to be controlled and able to be turned on with a specific schedule. Three outdoor rated loud speakers will need to be installed in the tree with a commercial grade crown power amp

to drive the speakers. A technician will need to be onsite during testing and lighting ceremony to ensure workability.

Contractor is responsible for maintenance, repair and/or replacement of equipment and appurtenances associated with the decorations and components that operate the decorations through the duration of usage.

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.

Southern California Lighting Inc. DBA The Christmas Kings

Date: _____ By:_____

Mathew Kronquist, Owner

City Council/Successor Agency Meeting **G. 15.**

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2947, Zone Change No. 475, (Second Reading) - 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 (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. 2947.

RECOMMENDATION:

It is recommended the City Council consider adoption of 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.

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. 2947.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

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

Attachments

Ordinance No. 2947 TVSP Zone Change

ORDINANCE NO. 2947

AN ORDINANCE OF THE CITY OF REDLANDS APPROVING ZONE CHANGE NO. 475 AND AMENDING THE CITY'S ZONE MAP PURSUANT TO TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE TO IMPLEMENT THE TRANSIT VILLAGES SPECIFIC PLAN (SPECIFIC PLAN NO. 65) DISTRICTS AND PROJECT AREA.

WHEREAS, the City of Redlands has initiated Zone Change No. 475 to amend the City's official Zone Map to accommodate the proposed Transit Villages Specific Plan (Specific Plan No. 65) project; and

WHEREAS, Ordinance No. 2947 (Zone Change No. 475) would amend the City's official Zone Map of Title 18 (the City's "Zoning Ordinance") of the Redlands Municipal Code to change zoning designations of numerous properties located within the Transit Villages Specific Plan (Specific Plan No. 65) area, implement the Transit Villages Specific Plan (Specific Plan No. 65), and assign and implement new Specific Plan district designations contained therein; 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, Zone Change No. 475 and at which the Planning Commission considered Zone Change No. 475; and

WHEREAS, a Draft Environmental Impact Report (DEIR) for the proposed project and Zone Change No. 475 was published on July 20, 2022, and circulated for a 45-day public review and comment period beginning on July 21, 2022, and ending on September 6, 2022; and

WHEREAS**,** a Final Environmental Impact Report (Final EIR) was published on September 21, 2022, with responses to comments; and

WHEREAS, following the public hearing on October 5, 2022, the Planning Commission determined that Zone Change No. 475 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 Zone Change No. 475 be approved; and

WHEREAS, in accordance with Government Code section 65090, on or about October 7, 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. 2947 (Zone Change No. 475) would be considered by City Council; and

WHEREAS, on October 18, 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. 2947.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. As adopted and certified by City Council Resolution No. 8399, the Draft and Final Environmental Impact Report for the proposed project, including Zone Change No. 475, have been prepared in compliance with the California Environmental Quality Act (CEQA), pursuant to applicable sections of Articles 7, 8, 9 and 10 of the CEQA Guidelines.

SECTION 2. APPROVAL OF ZONE CHANGE NO. 475. The City Council of the City of Redlands hereby adopts Zone Change No. 475 for the Transit Villages Specific Plan (Specific Plan No. 65) project area, as shown in Exhibit "A" attached hereto. The residential neighborhood along N. Center Street and westerly of N. Center Street, between W. State Street and Pine Avenue, and to the east and south of Redlands Adventist Academy shall be changed to "Neighborhood General 2" on the Regulating Plan.

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 the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____

Paul T. Barich, Mayor

ATTEST:

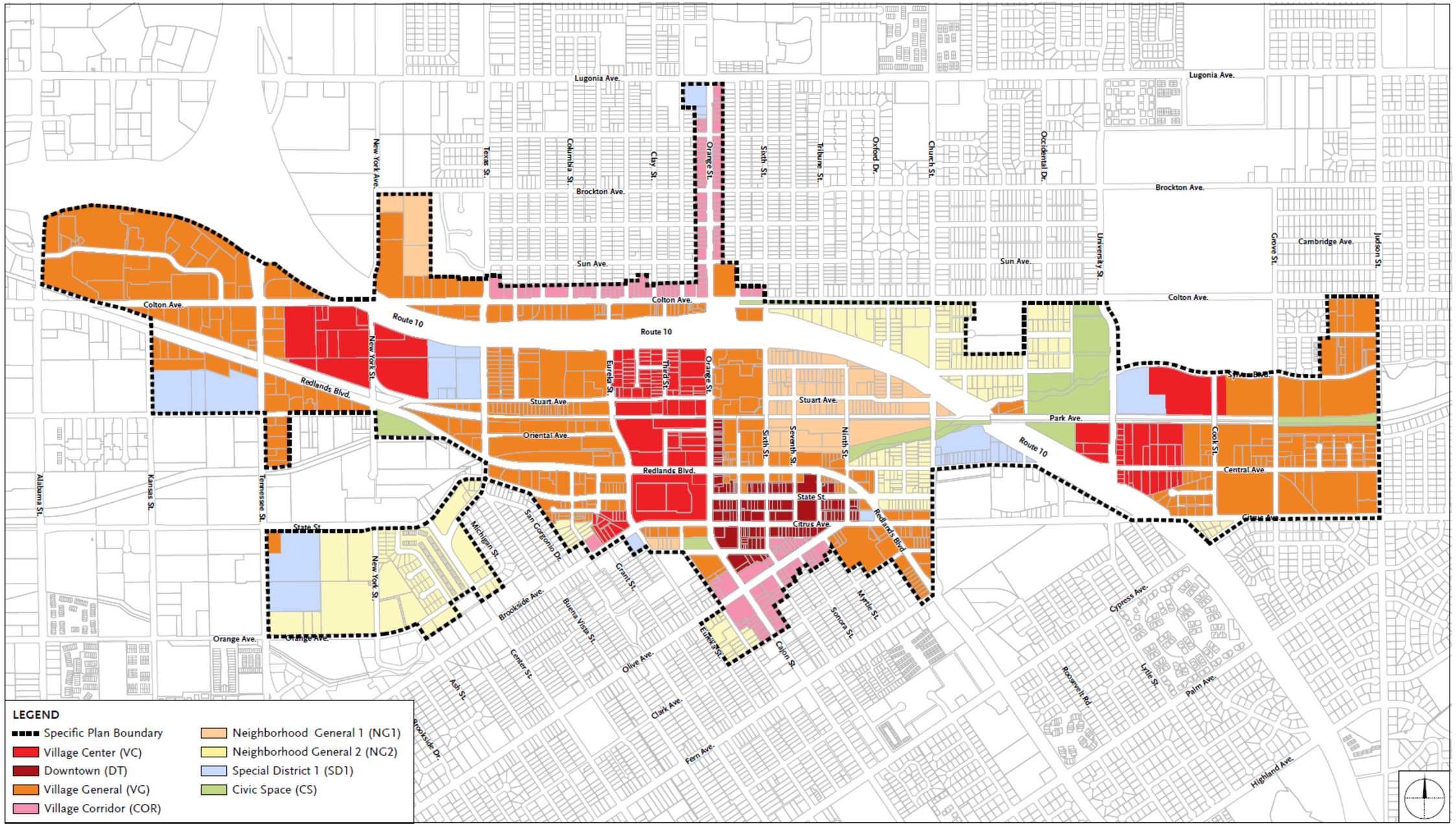
_____
Jeanne Donaldson, City Clerk

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

EXHIBIT A
ZONE CHANGE NO. 475
TRANSIT VILLAGES SPECIFIC PLAN



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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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 (Assistant City Manager McConnell)

MOTION(S):

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

1. I move that the City Council approve 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)

2. I move that the City Council authorize 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.

RECOMMENDATION:

Staff recommends that the City Council approve 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). The Purchase Order and Agreement will facilitate the implementation of the City's gift card match contribution towards the ARPA Small Business Gift Card Match Program, approved by City Council on March 15, 2022.

DISCUSSION:

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

At the March 15, 2022 City Council meeting, Council approved the Small Business Gift Card Match Program funded by the State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). The program is aimed at assisting small businesses in mitigating the negative economic impacts of COVID-19.

As previously presented, the 2-year program would provide 300 small businesses with $5,000 during the first year and $2,500 in the second year in matched funds. Since the launch date of May 1, 2022, approximately 25 local businesses have enrolled and have provided staff with feedback about the current program design. Currently, businesses must first make all $5,000 gift card sales and then submit documentation for reimbursement. This is causing a severe cash flow crunch in the operations of small businesses that are already struggling. Enrolled businesses are optimistic and grateful for the City's efforts to aid them but are communicating the strain this design is causing.

In an effort to improve the existing program early on, 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 (e.g., a resident buys a $25 card and receives a bonus $25 card). Specifically, Yiftee is being used by these cities due to its ease of use, best customer service rating, and no cost to community organizers (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 and helps reduce the business' administrative burden.

Upon integrating the program, the bonus card (city match) would only be accepted for use specifically at eligible and approved small businesses. Staff will promote various campaigns to incrementally introduce the BOGO promotion and engage the public throughout the next 2 years. Any funds provided to Yiftee for the BOGO promotion that are unused will be returned to the City by Yiftee. The Agreement with Yiftee will directly fund the 1:1 bonus match card received by purchasers upon purchase of the indicated $25 amount with the option to impose a limit.

ALTERNATIVES:

The City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

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

PREPARED BY:
Maira Durazo, Grants Coordinator

Fiscal Impact

Fiscal Year:	FY 22/23
Revenue Generating:	N
Appropriation Required Y/N:	N
Discussion:	

Attachments

Yiftee Agreement

Community Card Customer Agreement

THIS AGREEMENT (the "Agreement") is made effective as of November 1, 2022 (the "Effective Date") by and between Yiftee Inc., a Delaware corporation, with an address at 325 Sharon Park Drive #215, Menlo Park, CA 94025 ("Yiftee") and City of Redlands, a municipal corporation and general law city with an address at 35 Cajon Street, Suite 200, Redlands, CA 92373 ("Customer"). The parties agree a follows:

1. Definitions.

1.1 "Merchant" means a merchant, prospect or other contact that may be using or desire to use Yiftee Services to redeem eGifts.

1.2 "Participant" means a Merchant who has opted to participate in a Community Card by running an Activation Card and agreeing to the Merchant Agreement.

1.3 "Yiftee Services" means Yiftee's gift-giving platform. It is the technology foundation for Community Cards.

1.4 "Purchaser" means a person or entity that purchases or redeems eGifts.

1.5 "eGift" means a digital virtual gift voucher used as payment for goods or services at a Participant.

1.6 "Offer" or "Offers" mean specific benefits that Participants provide to consumers who use their Community Cards in their store, as determined by the Participants and posted on their eGift Card web page.

1.7 "Chargeback" means a purchase that has been disputed by the person who owns the credit card used to purchase an eGift. Chargebacks cause the amount of the purchase to be refunded to the cardholder out of Yiftee's bank account and often also include an associated fee.

2. Merchant Enrollment.

2.1 Merchant Enrollment Obligations

(a) Customer will collect a set of Merchants who have elected to participate in the Yiftee Services. Merchants must all be located in the same state in the USA, due to varying gift card laws by state. Each Merchant must agree to the Yiftee Merchant Agreement located on the Yiftee.com website. Merchants who have not agreed to the Merchant Agreement will not be able to utilize the Yiftee Services to redeem eGifts. Customer will upload into the Yiftee Services or provide the names of the Merchants who intend to participate to Yiftee. Upon the agreed upon launch date, the billing for the Yiftee Services will begin ("Commencement Date"). This billing will include the agreed-upon cost for each Participant or group thereof as defined in Appendix A.

(b) Yiftee will provide to Customer or directly to Merchants, upon receipt of the set of Merchant names in 2.1a, a set of unique Activation Cards to be run by each Merchant. Customer will inform Merchants of their individual Activation Card and provide instructions on its use. Additionally, Customer will inform Merchants that running the Activation Card implies consent to the Merchant Agreement located on the Yiftee.com website.

(c) As Merchants run the Activation Cards, they will be included in the set of Merchants enabled to participate in the Yiftee Services, i.e. the Participants. Participant may also post their Offers to be available for eGift Card holders who redeem gifts in their stores.

(d) Yiftee will bill Customer or Merchants as described in Appendix A. Customer can add or remove Participants and fees will be adjusted accordingly, if applicable. There will be no retroactive adjustments allowed by Yiftee (that is, a cancelled Participant's billing obligation will result in that Participant's cost to Customer, as defined in Appendix A, to be eliminated beginning only on the next annual billing cycle). A Participant may be added to the list of Participants at any time ("Enrollment Time"), with billing adjustment for said Participant to begin immediately and to be included in the current month's billing.

(e) Each party shall comply with good, ethical and moral business practices and all applicable laws and regulations in engaging in any activities here under.

(f) Fees and payment terms applicable to the subject matter here under shall be as set forth in Appendix A. Customer is not entitled to compensation other than what is described in Appendix A.

(g) Customer is responsible and liable for any disputes or liability arising out of its relationships with Merchants and Participants, except with respect to any liability of Yiftee under this agreement.

2.2 Yiftee Materials.

Yiftee may provide Customer with certain materials for use in conjunction with promoting the Yiftee Services here under ("Yiftee Materials"). No rights or licenses, express or implied, are granted in those Yiftee Materials or otherwise, except as expressly and unambiguously set forth in this Agreement.

2.3 Limited Licenses.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants to Customer, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license to access and use the Yiftee Services and Yiftee Materials solely for the purposes of Customer's performance of this Agreement.

2.4 Trademark License.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants Customer and Customer hereby grants Yiftee a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to use Yiftee's or Customer's name, trade names, trademarks, service marks, and logos (collectively, a party's "Marks") solely in connection with Customer's and Yiftee's promotion and marketing of the Yiftee Services, subject to written usage guidelines, if any, made mutually available.

2.5 Indemnification.

If a third party makes a claim against the Customer that any Customer's use of Yiftee Materials, Yiftee Marks, and/or Yiftee Services infringes such third party's intellectual property rights, Yiftee, at its sole cost and expense, will defend Customer against the claim and indemnify and hold harmless Customer from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Yiftee, with the exception of any marks provided to Yiftee by Customer or any marks used by customer in advertising related to Yiftee or the Yiftee program.

3. Chargebacks. When purchasing eGifts using Purchasers' credit cards or other forms of payment using the Yiftee "Order Desk" functionality, or any purchase using Customer's Community Card account with a third party credit card that is not Customer's, Customer is responsible for verifying that the Purchaser owns the payment instrument and has authority to use it for said purchase. Should Yiftee receive a Chargeback, Yiftee will attempt to cancel any outstanding value on the eGift purchased and Customer will be liable for any remaining balance and fees incurred by Yiftee. Customer is not liable for Chargebacks for gifts purchased through the normal Yiftee eGift process where Customer is not party to the gift purchase.

4. Ownership. As between the parties, Yiftee owns all right, title and interest in and to the Yiftee Services, Yiftee's Marks and the Yiftee Materials. Customer owns all right, title and interest in and to Customer's Marks.

5. Warranties Disclaimer. YIFTEE AND ITS LICENSORS MAKE NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

6. Liability Limitation. EXCEPT FOR LIABILITY ARISING UNDER SECTION 8, AND WITHOUT LIMITING THE INDEMNIFICATION OBLIGATION UNDER SECTION 2.5, NEITHER PARTY (NOR ITS LICENSORS) WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE AND IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE AMOUNTS PAID AND/OR PAYABLE BY YIFTEE TO CUSTOMER (AND/OR BY CUSTOMER TO YIFTEE, IF PAYMENTS ARE PAYABLE BY CUSTOMER TO YIFTEE IN ACCORDANCE WITH PROPOSAL) HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

7. Term and Termination.

7.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force on an annual period from the Effective Date, and thereafter shall automatically renew annually, unless and until either party terminates this Agreement pursuant to Section 7.2.

7.2 Termination.

(a) Either party may, at its option, terminate this Agreement upon thirty (30) days written notice to the other party for any reason or for no reason whatsoever.

(b) Either party may terminate this Agreement if the other party materially breaches a term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach from the non-breaching party.

(c) Participants are obligated to honor all outstanding eGifts issued by Yiftee for the entire duration of those eGift's validity periods. Termination does not relieve Participants from honoring conditions outlined in the Merchant Agreement.

7.3 Effect of Termination. Upon any termination: (a) Customer shall immediately cease all promotion of the Yiftee Services and shall immediately return to Yiftee, or at the option of Yiftee, destroy, all Confidential Information (as defined below) of Yiftee disclosed to Customer, Yiftee Materials,

and any Yiftee Services, hardware and software provided to Customer here under, (b) Yiftee shall immediately return to Customer, or at the option of Customer, destroy, all Confidential Information of Customer disclosed to Yiftee here under, and (c) all licenses granted under this Agreement shall immediately cease. The following Sections shall survive termination and remain in effect 1, 2.5, 4, 5, 6, 7.3, 8 and 9. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

8. Confidentiality. Because of this Agreement, the parties may have access to information that is confidential to the disclosing party ("Confidential Information"). Confidential Information shall include, without limitation, Purchaser lists and information relating to the parties' products and pricing, exempting this Agreement, and all information marked and expressly designated as confidential by the disclosing party at the time of disclosure. A party's Confidential Information shall not include any information which (i) becomes generally publicly available through no wrongful act or omission of the receiving party; (ii) is lawfully acquired by the receiving party from a third party without any breach of a confidentiality obligation; or (iii) is independently developed without use of or reference to the disclosing party's Confidential Information. Each party agrees to maintain the confidentiality of the other party's Confidential Information using the same degree of care that it uses with regard to its confidential information of like nature, but in no event less than reasonable care, and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, court order or subpoena, the receiving party may disclose Confidential Information of the disclosing party, but will give prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. The parties acknowledge that money damages will not be an adequate remedy if this Section 8 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

9. Non-solicitation

During the term of this Agreement, neither party will (on behalf of itself or any other person or entity) solicit any Purchaser or Merchant of the other party to restrict, limit, or terminate such Purchaser's or Merchant's participation in the other party's products and services.

10. Miscellaneous

10.1 Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

10.2 Assignment. Customer may not assign or otherwise transfer, without the prior written consent of Yiftee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Yiftee may freely assign or otherwise transfer this Agreement in connection with the sale of all of its business or assets. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.3 Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

10.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof, and may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

10.5 Bonus Card Expiration: When the bonus card expires, Yiftee will return the unused amount to the Customer, less restocking fee which is the lesser of 10% of the original bonus card value or the remaining unused amount of the card.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF REDLANDS

A municipal corporation and general law city

Authorized signature:

Charles M. Duggan, Jr.

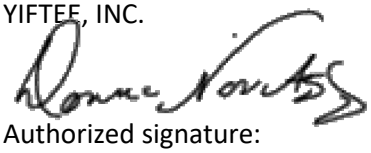
City Manager

Attest:

_____

Jeanne Donaldson, City Clerk

YIFTEE, INC.



Authorized signature:

Donna Novitsky, Yiftee CEO

Community Card Customer Agreement

APPENDIX A - Pricing

Customer and Participants are not required to pay Yiftee a subscription fee or a revenue share.

Purchasers pay the face value of the card plus a $1+5% of the eGift Card value eDelivery fee at the time of purchase. Bulk purchases of one thousand dollars ($1000) or more, and enterprise accounts may, at Yiftee's sole discretion, qualify for a reduced eDelivery fee by depositing funds into their Yiftee eGifting accounts by check or ACH and disabling credit cards. The ability for Customer or a sponsor to pay the eDelivery fee is available.

Participants receive full value of redemptions less credit card processing fees for a card-not-present (CNP) transaction upon redemption. Yiftee does not control these fees; they are set by the Merchant Acquirer who is their credit card processor.

Where permitted by law, Yiftee will implement a monthly maintenance fee on eGift Cards that have been inactive (i.e. no spending on the Card) for periods of greater than 12 consecutive months.

Yiftee eGift Cards do not generally expire. Subject to applicable laws, in some cases eGift Cards given by corporations or merchants as promotions, rewards and awards may have expiration dates. In the case of eGift Cards expiring, Yiftee retains 10% of the original eGift Card value not to exceed the remaining unspent funds and refunds the balance to the purchaser's Yiftee eGift Card account. eDelivery fees are not refunded. Expiring eGift Cards do not incur maintenance fees.

Participants may choose, at their discretion, to post Offers to encourage Purchasers to use their Community Cards in their stores.

Participants may choose, at their discretion, to offer rebates as fund raisers to local groups such as schools, churches and other non-profits. Such programs are an incentive for the local groups to sell Community Cards to their members, and for the Purchasers to use them in specific stores who are offering rebates. Yiftee will work with the Participants and Purchasers to execute such programs.

No tipping is allowed on Yiftee eGift Cards.

The maximum and minimum prices of gifts are determined by Yiftee in its sole discretion.

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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration 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 (Fire Chief Sessler)

MOTION(S):

Mayor requests the City Clerk to read the title of proposed Ordinance No. 2948.

I move to waive further reading of, and to introduce, Ordinance No. 2948 and schedule the public hearing for November 15, 2022.

RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 2948 and that the public hearing be set for November 15, 2022.

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 regulations 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.

The most considerable change from previous fire code adoptions is the proposed identification of defensible space zones. While the model code does not identify individual zones for defensible space, the state of California passed AB 3074 in 2020, requiring the Board of Forestry and Fire Protection to further develop existing defensible space regulations by January 1, 2023.

In accordance with Government Code section 50022.3, a public hearing will be held on November 15, 2022, to consider adoption of the ordinance. The format for holding a public hearing at the second reading rather than the first reading is specifically set out in the Government Code. Public notice will be duly published as required, and a copy of the proposed code and amendments will be made available for public review at the City Clerk's office prior to the hearing.

ALTERNATIVES:

Not approve the introduction of 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

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 introduction of the proposed ordinance.

Attachments

Public Notice
Ordinance 2948-Legislative
Ordinance 2948-Clean

CITY OF REDLANDS, CALIFORNIA

NOTICE OF A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 2948 (ORDINANCE TEXT AMENDMENT NO. 2900)

NOTICE is hereby given that the City Council of the City of Redlands, County of San Bernardino, State of California, will hold a public hearing to consider the following:

PUBLIC HEARING to consider **Ordinance No. 2948 (Ordinance Text Amendment No. 2900)** To amend various sections of the Redlands Municipal Code as follows:

- Amending Chapter 15.20 of the Redlands Municipal Code relating to the adoption of the 2021 International Fire Code Section 503, 2022 California Fire Code with local amendments, including chapters 1, 3, 5, 9, 11, 49, 80, as amended, and appendices B, BB, C, CC , D, and O are adopted as the fire code of the city and all of the regulations, provisions, conditions and terms of such fire code and amendments are referred to and made a part of this Chapter as currently adopted.

City of Redlands, Applicant

The 2021 California Building Standard Codes, including the California Fire Code (Primary Code), and the full text of the proposed local ammendments (Secondary Code), are available in the office of the City Clerk's, 35 Cajon St., Suite 4, Redlands, California, 92373 (909)798-7531.

Said public hearing will be held on November 15, 2022, at 6:00 P.M. or as soon thereafter as may be heard, in the City Council Chambers, Civic Center, 35 Cajon Street, Suite 2, Redlands, California, 92373.

Due to time constraints and the number of persons wishing to give oral testimony, time restrictions may be placed on oral testimony at the hearing regarding this project. You may wish to make your comments in writing to the following address to assure that you are able to express yourself adequately: City Council, P. O. Box 3005, Redlands, California 92373 or by e-mail to jdonaldson@cityofredlands.org.

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

Dated this 1st day of November, 2022.

_____

Jeanne Donaldson, City Clerk
City of Redlands, California

To be published no later than November 1, 2022 and November 5, 2022.

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 ~~7.20~~18.00 inches, with no rain measured in the months of June, July, August, and ~~September~~October. ~~Number of inches to be determined at a later date by San Bernardino County Flood Control District Office.~~

   2020: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of ~~7.20~~2.72 inches, with no rain measured in the months of April, May, June, August, ~~and~~ September, and October. ~~Number of inches to be determined at a later date by San Bernardino County Flood Control District Office.~~

   2021: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of ~~7.20~~9.81 inches, with no rain measured in the months of May and November. ~~June, August, and~~

~~September. Number of inches to be determined at a later date by San Bernardino County Flood Control District Office.~~

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: 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.1.6, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.18, 903.3.1.3, 903.6.1, 903.6.2, 903.6.3, Fire Sprinklers; 903.5.3 Water Supply; 905.4 Location of Class I standpipe hose connections;910.2, Smoke and Heat Vents, Mechanical Smoke Exhaust Systems and Draft Curtains;910.3.4, Sprinklered Buildings; 914.12 Special Requirements for Group F, M, S-1, or S-2 Distribution Warehouses Greater than 50,000 Square Feet in Floor Area.; 5608 Fireworks; 4902, Wildland-Urban Interface Fire Area; 4908, Vegetation Management; 4907.4 Defensible Space; 4903, Fire Protection Plan; B105.2 Reduction in Required Fire Flow, Appendix B; and BB105.1 Reduction in Required Fire Flow, Appendix BB.~~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: 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.1.6, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.18, 903.3.1.3, 903.6.1, 903.6.2, 903.6.3, Fire Sprinklers; 903.5.3 Water Supply; 905.4 Location of Class I standpipe hose connections;910.2, Smoke and Heat Vents, Mechanical Smoke Exhaust Systems and Draft Curtains;910.3.4, Sprinklered Buildings; 914.12 Special Requirements for Group F, M, S-1, or S-2 Distribution Warehouses Greater than 50,000 Square Feet in Floor Area.; 5608 Fireworks; 4902, Wildland-Urban Interface Fire Area; 4908, Vegetation Management; 4907.4 Defensible Space; 4903, Fire Protection Plan; B105.2 Reduction in Required Fire Flow, Appendix B; and BB105.1 Reduction in Required Fire Flow, Appendix BB.~~ 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 mode to Sections: 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.1.6, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.18, 903.3.1.3, 903.6.1, 903.6.2, 903.6.3, Fire Sprinklers; 903.5.3 Water Supply; 905.4 Location of Class I standpipe hose connections;910.2, Smoke and Heat Vents, Mechanical Smoke Exhaust Systems and Draft Curtains;910.3.4, Sprinklered Buildings; 914.12 Special Requirements for Group F, M, S-1, or S-2 Distribution Warehouses Greater than 50,000 Square Feet in Floor Area.; 5608 Fireworks; 4902, Wildland-Urban Interface Fire Area; 4908, Vegetation Management; 4907.1 Defensible Space; 4909, Fire Protection Plan; B105.2 Reduction in Required Fire Flow, Appendix B; and BB105.1 Reduction in Required Fire Flow, Appendix BB~~ 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: ~~PERMIT FEES:~~ ANNUAL PERMIT:
15.20.090: ~~FEES NONREFUNDABLE~~ PERMIT FEES:
15.20.~~091~~ 100: ~~REQUIRED OPERATIONAL PERMITS:~~ FEES NOT REFUNDABLE:
15.20.~~095~~ 110: ~~INSPECTION FEES:~~ REQUIRED OPERATIONAL PERMITS:
15.20.~~100~~ 120: ~~BOARD OF APPEALS:~~ INSPECTION FEES:
15.20.~~110~~ 130~~:~~: ~~VIOLATION PENALTIES:~~ ELECTRONIC RECORD KEEPING
15.20.140: BOARD OF APPEALS
15.20.150: VIOLATION PENALTIES
15.20.~~120~~ ~~140~~160: ABATEMENT OF VIOLATION:
15.20.~~130~~170: FAILURE TO COMPLY:
15.20.~~150~~180: RELIGIOUS CEREMONIES:
15.20.~~180~~190: SURFACE AND TURNING RADIUS:
15.20.~~190~~200: GRADE:
15.20.~~200~~210: OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS:

15.20.~~210~~220: PREMISES IDENTIFICATION:
15.20.~~220~~230: ROOFTOP ADDRESSES
~~SMOKE OR FOG EMITTING SYSTEMS~~:
15.20.~~230~~240: FIRE HYDRANTS AND MAINS:
15.20.~~240~~250: PRIVATE FIRE HYDRANT IDENTIFICATION
15.20.260: PRIVATE FIRE HYDRANT MARKERS
15.20.270: ACCESS TO EQUIPMENT:
~~15.20.250: GROUP A-1:~~
~~15.20.260: GROUP A-2:~~
~~15.20.270: GROUP A-3:~~
15.20.280: SMOKE OR FOG EMITTING SYSTEMS
~~GROUP A-4:~~
15.20.290: GROUP ~~A-5~~A-1:
15.20.300: GROUP ~~B~~A-2:
15.20.310: GROUP ~~E~~A-3:
15.20.320: GROUP ~~F~~A-4:
15.20.330: GROUP ~~M~~A-5:
15.20.340: GROUP ~~R~~B:
15.20.350: GROUP ~~S~~E:
15.20.360: ~~REPAIR GARAGES:~~GROUP F
15.20.370: ~~BULK STORAGE OF TIRES:~~GROUP M
15.20.380: ~~SECTION 903.2.9 AMENDED:~~GROUP R
15.20.390: ~~STORIES WITHOUT OPENINGS:~~GROUP S
15.20.400: ~~SECTION 903.2.11.3 AMENDED:~~REPAIR GARAGES
15.20.410: ~~GROUP U OCCUPANCY:~~BULK STORAGE OF TIRES
15.20.420: ~~NFPA 13D SPRINKLER SYSTEMS:~~ SECTION 903.2.9 AMENDED
15.20.430: ~~WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE:~~STORIES WITHOUT OPENINGS
15.20.440: ~~AREA INCREASE AND RECONSTRUCTION:~~SECTION 903.2.11.3 AMENDED
15.20.450: ~~CHANGE IN USE:~~GROUT U OCCUPANCY
15.20.460: ~~ADAPTIVE REUSE:~~NFPA13D SPRINKLER SYSTEMS
15.20.470: ~~SECTION 905.4 AMENDED:~~WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE
~~1~~5.20.480: ~~SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND~~
~~DRAFT CURTAINS:~~AREA INCREASE AND RECONSTRUCTION
15.20.490: ~~SPRINKLERED BUILDINGS:~~ CHANGE IN USE
15.20.500: ~~SECTION 914.12 ADDED:~~ ADAPTIVE REUSE
15.20.510: SECTION 905.4 AMENDED
15.20.520: ~~FIREWORKS~~: SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND DRAFT CURTAINS
~~15.20.520.1: MINOR CHARGE:~~
~~15.20.520.2: PROPERTY:~~
~~15.20.520.3: RESPONSE COSTS:~~
~~15.20.520.4: RESPONSIBLE GUARDIAN:~~
~~15.20.520.5: PROHIBITION:~~

~~15.20.520.6: APPLICATION OF STATE LAW:~~
~~15.20.520.7: LIABILITY FOR RESPONSE COSTS:~~
15.20.530: ~~WILDLAND-URBAN INTERFACE FIRE AREA:~~SPRINKLER BUILDINGS
15.20.540: ~~VEGETATION MANAGEMENT:~~SECTION 914.12 ADDED
15.20.550: ~~DEFENSIBLE SPACE~~: EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS
15.20.560: ~~FIRE PROTECTION PLAN~~:FIREWORKS
15.20.570: ~~APPENDIX B:~~MINOR CHARGE
15.20.580: ~~APPENDIX BB:~~PROPERTY
15.20.590: ~~APPENDIX C:~~ RESPONSE COSTS
15.20.600: ~~APPENDIX CC:~~ RESPONSIBLE GUARDIAN
15.20.610: ~~APPENDIX D:~~ PROHIBITION
15.20.620: ~~VIOLATION; PENALTY:~~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
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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, ~~2018~~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 ~~2019~~2022 edition of the California

fire code incorporates by reference the ~~2018~~2021 edition of the international fire code, with necessary California amendments.

5. That a copy of the ~~2019~~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 ~~2019~~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 ~~2019~~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 104.1~~2~~3 of chapter 1, division II of the California fire code is hereby added to read as follows:

104.1~~2~~3.1 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.

104.1~~2~~3.2 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 104.1~~0~~1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

104.1~~0~~1 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.

15.20.0~~80~~90: 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.~~090~~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.~~091~~110: REQUIRED OPERATIONAL PERMITS:

Section 105.~~6~~5.50 of chapter 1, division II of the California fire code is hereby added to read as follows:

105.~~6~~5.~~50~~ 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

~~105.5.55 – Operation Permits~~
~~105.5.55 – Construction Permits~~

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.~~095~~120: INSPECTION FEES:

Section ~~106.2~~107.7 of chapter 1, division II of the California fire code is hereby added to read as follows:

~~106.2~~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~~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.~~100~~140: BOARD OF APPEALS:

Section ~~109.1~~111 of chapter 1, division II of the California fire code is hereby amended to read as follows:

~~109.1~~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.~~110~~150: VIOLATION PENALTIES:

Section ~~110.4~~112.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

~~110.4~~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.

~~A. 112.4.2 Criminal Citation Process~~

15.20.~~120~~160: ABATEMENT OF VIOLATION:

Section ~~110.4~~.112.4~~1~~of chapter 1, division II of the California fire code is hereby amended to read as follows:

~~110.4.1~~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.~~130~~170: FAILURE TO COMPLY:

Section ~~112.4~~113.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

~~112.4~~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 ~~109.4.1~~112.4.~~.~~

15.20.~~150~~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.~~180~~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~~. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced with an approved concrete or asphalt covering so as to provide all-weather driving capabilities.~~ §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 ~~nineteen (19)~~twenty (20) feet and outer radius of ~~thirty-one (31)~~forty (40) feet.

15.20.~~190~~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.~~200~~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.~~210~~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 ~~a~~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~~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.

~~15.20.220: 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.~~230250~~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.~~260~~250: ~~Private Fire Hydrant Identification~~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.~~270~~260: ~~Private Fire Hydrant Markers~~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.~~240280~~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.~~240~~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.~~250~~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.~~260~~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.~~270~~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.~~280~~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.~~290~~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.~~300~~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.~~310~~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.~~320~~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.~~330~~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.~~340~~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~~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.

~~5.~~6. ~~§903.2.8 Exception 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.~~350~~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.~~360~~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.~~370~~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.~~380~~420: SECTION 903.2.9 ~~AMENDED~~AMENDED:

Section 903.2.9 of the California fire code is hereby amended by the deletion of the exception.

15.20.~~390~~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.~~400~~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.~~410~~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.

~~1.~~2. ~~Exception #2:~~ When a group U occupancy is not located within fifty (50) feet from an adjacent building, structure, and/or property line.

15.20.~~420~~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.~~430~~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.~~440~~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.~~450~~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.~~460~~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.~~470~~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.~~480~~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.~~490~~530: SPRINKLERED BUILDINGS:

Section 910.3.~~4~~5 of the California fire code is hereby ~~added~~amended ~~-~~to read as follows:

910.3.~~4~~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.~~500~~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.~~520550~~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.~~520.560~~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.~~520570~~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.~~520580~~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.~~520590~~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.~~520600~~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.~~520610~~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.~~520620~~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.~~530630~~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.~~540640~~650: VEGETATION MANAGEMENT

Section 490~~8~~6.1.1 of the California fire code is hereby added to read as follows:

~~Section 4908 Vegetation Management~~

490~~8~~6.1.1 ~~Vegetation~~ ~~Management~~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.

~~15.20.550: DEFENSIBLE SPACE:~~

~~Section 4907.1 of the California fire code is hereby added to read as follows:~~

~~Section 4907.1 Defensible Space~~

~~4907.1 General. Persons owning or controlling property within the city's very high fire hazard severity zone shall maintain defensible space as prescribed by the fire protection plan, site specific conditions, or as approved by the fire code official per sections 4908 and 4909 of this code.~~

15.20.~~550~~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.

§4907.4.1.45 Firewood. Firewood shall not be stored within this zone.

§4907.4.1.56 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.

§4907.4.1.67 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

§4907.4.1.78 Roofs and Gutters. Maintain the roof and gutters to be free of leaves, needles, or other vegetation.

§4907.4.1.89 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.~~560660~~670: FIRE PROTECTION PLAN:

Section ~~4909~~4903 of the California fire code is hereby ~~added~~amended to read as follows:

Section ~~4909~~4903 Fire Protection Plan

~~4909~~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.~~570670~~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.~~580680~~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.~~590690~~700: APPENDIX C:

Appendix C is hereby adopted in its entirety without amendments or deletions.

15.20.~~600700~~710: APPENDIX CC:

Appendix CC is hereby adopted in its entirety without amendments or deletions.

15.20.~~610710~~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 ~~(19)~~ (20) feet and outer radius of ~~thirty-one (31)~~ 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.~~720~~730: APPENDIX O

Section O~~0~~101.2 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 ~~0~~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 ~~0~~O103.7 of the California fire code is hereby amended to read as follows

~~§~~O103.7 ~~Add~~ Exception ~~#~~2: Existing unsprinklered assembly spaces, such as gymnasiums, when used for assembly purposes such as grad night.

Section ~~0~~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 ~~0~~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 ~~0~~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 ~~0~~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 ~~0~~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.~~620730~~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~~19~~ 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 November 15, 2022~~December 3, 2019~~. The notice shall state the time and place of the hearing, and shall also state that copies of the California Fire Code, 2022~~19~~ 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

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 7.20 inches, with no rain measured in the months of June, August, and September. Number of inches to be determined at a later date by San Bernardino County Flood Control District Office.

   2020: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 7.20 inches, with no rain measured in the months of June, August, and September. Number of inches to be determined at a later date by San Bernardino County Flood Control District Office.

   2021: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 7.20 inches, with no rain measured in the months of June, August, and September. Number of inches

to be determined at a later date by San Bernardino County Flood Control District Office.

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: 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.1.6, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.18, 903.3.1.3, 903.6.1, 903.6.2, 903.6.3, Fire Sprinklers; 903.5.3 Water Supply; 905.4 Location of Class I standpipe hose connections;910.2, Smoke and Heat Vents, Mechanical Smoke Exhaust Systems and Draft Curtains;910.3.4, Sprinklered Buildings; 914.12 Special Requirements for Group F, M, S-1, or S-2 Distribution Warehouses Greater than 50,000 Square Feet in Floor Area.; 5608 Fireworks; 4902, Wildland-Urban Interface Fire Area; 4908, Vegetation Management; 4907.4 Defensible Space; 4903, Fire Protection Plan; B105.2 Reduction in Required Fire Flow, Appendix B; and BB105.1 Reduction in Required Fire Flow, Appendix BB.
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: 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.1.6, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.18, 903.3.1.3, 903.6.1, 903.6.2, 903.6.3, Fire Sprinklers; 903.5.3 Water Supply; 905.4 Location of Class I standpipe hose connections;910.2, Smoke and Heat Vents, Mechanical Smoke Exhaust Systems and Draft Curtains;910.3.4, Sprinklered Buildings; 914.12 Special Requirements for Group F, M, S-1, or S-2 Distribution Warehouses Greater than 50,000 Square Feet in

Floor Area.; 5608 Fireworks; 4902, Wildland-Urban Interface Fire Area; 4908, Vegetation Management; 4907.4 Defensible Space; 4903, Fire Protection Plan; B105.2 Reduction in Required Fire Flow, Appendix B; and BB105.1 Reduction in Required Fire Flow, Appendix BB.

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 mode to Sections: 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.1.6, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.18, 903.3.1.3, 903.6.1, 903.6.2, 903.6.3, Fire Sprinklers; 903.5.3 Water Supply; 905.4 Location of Class I standpipe hose connections;910.2, Smoke and Heat Vents, Mechanical Smoke Exhaust Systems and Draft Curtains;910.3.4, Sprinklered Buildings; 914.12 Special Requirements for Group F, M, S-1, or S-2 Distribution Warehouses Greater than 50,000 Square Feet in Floor Area.; 5608 Fireworks; 4902, Wildland-Urban Interface Fire Area; 4908, Vegetation Management; 4907.1 Defensible Space; 4909, Fire Protection Plan; B105.2 Reduction in Required Fire Flow, Appendix B; and BB105.1 Reduction in Required Fire Flow, Appendix BB

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: PERMIT FEES:
15.20.090: FEES NONREFUNDABLE:
15.20.091: REQUIRED OPERATIONAL PERMITS:
15.20.095: INSPECTION FEES:
15.20.100: BOARD OF APPEALS:
15.20.110: VIOLATION PENALTIES:
15.20.120: ABATEMENT OF VIOLATION:
15.20.130: FAILURE TO COMPLY:
15.20.150: RELIGIOUS CEREMONIES:
15.20.180: SURFACE AND TURNING RADIUS:
15.20.190: GRADE:
15.20.200: OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS:
15.20.210: PREMISES IDENTIFICATION:
15.20.220: SMOKE OR FOG EMITTING SYSTEMS:
15.20.230: FIRE HYDRANTS AND MAINS:
15.20.240: ACCESS TO EQUIPMENT:
15.20.250: GROUP A-1:
15.20.260: GROUP A-2:
15.20.270: GROUP A-3:
15.20.280: GROUP A-4:
15.20.290: GROUP A-5:
15.20.300: GROUP B:
15.20.310: GROUP E:
15.20.320: GROUP F:
15.20.330: GROUP M:
15.20.340: GROUP R:
15.20.350: GROUP S:
15.20.360: REPAIR GARAGES:
15.20.370: BULK STORAGE OF TIRES:
15.20.380: SECTION 903.2.9 AMENDED:
15.20.390: STORIES WITHOUT OPENINGS:
15.20.400: SECTION 903.2.11.3 AMENDED:
15.20.410: GROUP U OCCUPANCY:
15.20.420: NFPA 13D SPRINKLER SYSTEMS:
15.20.430: WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE:
15.20.440: AREA INCREASE AND RECONSTRUCTION:
15.20.450: CHANGE IN USE:
15.20.460: ADAPTIVE REUSE:
15.20.470: SECTION 905.4 AMENDED:

15.20.480: SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND
DRAFT CURTAINS:
15.20.490: SPRINKLERED BUILDINGS:
15.20.500: SECTION 914.12 ADDED:
15.20.520: FIREWORKS:
15.20.520.1: MINOR CHARGE:
15.20.520.2: PROPERTY:
15.20.520.3: RESPONSE COSTS:
15.20.520.4: RESPONSIBLE GUARDIAN:
15.20.520.5: PROHIBITION:
15.20.520.6: APPLICATION OF STATE LAW:
15.20.520.7: LIABILITY FOR RESPONSE COSTS:
15.20.530: WILDLAND-URBAN INTERFACE FIRE AREA:
15.20.540: VEGETATION MANAGEMENT:
15.20.550: DEFENSIBLE SPACE:
15.20.560: FIRE PROTECTION PLAN:
15.20.570: APPENDIX B:
15.20.580: APPENDIX BB:
15.20.590: APPENDIX C:
15.20.600: APPENDIX CC:
15.20.610: APPENDIX D:
15.20.620: 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, 2018 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 2019 edition of the California fire code incorporates by reference the 2018 edition of the international fire code, with necessary California amendments.

5. That a copy of the 2019 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 2019 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 2019 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 104.12 of chapter 1, division II of the California fire code is hereby added to read as follows:

104.12.1 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.

104.12.2 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 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;

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 104.10 of chapter 1, division II of the California fire code is hereby amended to read as follows:

104.10 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 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: 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.

15.20.090: 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.

15.20.091: REQUIRED OPERATIONAL PERMITS:

Section 105.6.50 of chapter 1, division II of the California fire code is hereby added to read as follows:105.6.50 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

15.20.095: INSPECTION FEES:

Section 106.2 of chapter 1, division II of the California fire code is hereby added to read as follows:

106.2 Inspection Fees. The fire code official is authorized to impose and collect appropriate fees for inspections established by resolution of the city council.

15.20.100: BOARD OF APPEALS:

Section 109.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 109.1 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.

15.20.110: VIOLATION PENALTIES:

Section 110.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

A. 110.4 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.

15.20.120: ABATEMENT OF VIOLATION:

Section 110.4.1of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 110.4.1 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.

15.20.130: FAILURE TO COMPLY:

Section 112.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 112.4 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 109.4.1.

15.20.150: 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. Batteryoperated simulated candles are available and may be used. No permit is required for battery-operated candles or other electric candles.

15.20.180: SURFACE AND TURNING RADIUS:

Section 503.2.3 of the California fire code is hereby amended to read as follows:

> 503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and 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 nineteen (19) feet and outer radius of thirty-one (31) feet.

15.20.190: 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.

15.20.200: 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.

15.20.210: 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.

15.20.220: 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.

15.20.230: 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.

15.20.240: ACCESS TO EQUIPMENT:

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".

15.20.250: 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.

15.20.260: 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.

15.20.270: 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.

15.20.280: 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.

15.20.290: 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).

15.20.300: 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).

15.20.310: 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.

15.20.320: 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).

15.20.330: 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).

15.20.340: 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 nonambulatory 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.

15.20.350: 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).

15.20.360: 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.

15.20.370: 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.

15.20.380: SECTION 903.2.9 AMENDED:

Section 903.2.9 of the California fire code is hereby amended by the deletion of the exception.

15.20.390: 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.

15.20.400: 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.

15.20.410: 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).

1. Exception: 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.

15.20.420: 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.

15.20.430: 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.

15.20.440: 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.

15.20.450: 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.

15.20.460: 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.

15.20.470: 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.

15.20.480: 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.

15.20.490: SPRINKLERED BUILDINGS:

Section 910.3.4 of the California fire code is hereby added to read as follows:

910.3.4 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.

15.20.500: 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 FireCommand 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.

15.20.520: 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.

15.20.520.1: 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.

15.20.520.2: 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.

15.20.520.3: 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.

15.20.520.4: RESPONSIBLE GUARDIAN:

"Responsible guardian" means a parent, guardian or other person having the legal care, custody, or control of his or her minor charge.

15.20.520.5: 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 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.

15.20.520.6: 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.

15.20.520.7: 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.

15.20.530: 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.

15.20.540: VEGETATION

Section 4908 of the California fire code is hereby added to read as follows:

Section 4908 Vegetation Management

4908 Vegetation Management. 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.

15.20.550: DEFENSIBLE SPACE:

Section 4907.1 of the California fire code is hereby added to read as follows:

Section 4907.1 Defensible Space

4907.1 General. Persons owning or controlling property within the city's very high fire hazard severity zone shall maintain defensible space as prescribed by the fire protection plan, site specific conditions, or as approved by the fire code official per sections 4908 and 4909 of this code.

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15.20.560: FIRE PROTECTION PLAN:

Section 4909 of the California fire code is hereby added to read as follows:

Section 4909 Fire Protection Plan

4909 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.

15.20.570: 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).

15.20.580: 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.

15.20.590: APPENDIX C:

Appendix C is hereby adopted in its entirety without amendments or deletions.

15.20.600: APPENDIX CC:

Appendix CC is hereby adopted in its entirety without amendments or deletions.

15.20.610: 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 (19) feet and outer radius of thirty-one (31) 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.

15.20.620: 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 2019 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 3, 2019. The notice shall state the time and place of the hearing and shall also state that copies of the California Fire Code, 2019 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 **H. 3.**

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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 (Management Services/Finance Director Garcia)

MOTION(S):

I move that the City Council approve the Agreement with SDI Presence LLC to provide network systems support services for an amount not-to-exceed $300,000 for a period of three (3) years, with two optional one-year renewal terms for a total amount not-to-exceed $500,000 for five (5) years.

RECOMMENDATION:

Staff recommends that the City Council approve the Agreement with SDI Presence LLC to provide network systems support services for an amount not-to-exceed $300,000 for a period of three (3) years, with two optional one-year renewal terms for a total amount not-to-exceed $500,000 for five (5) years.

DISCUSSION:

Due to the nature of computing systems, the Division of Innovation and Technology (DoIT) operates under a supplemental model. Large projects to introduce new systems, projects to replace equipment, periodic maintenance, emergency/critical repairs, and changes in legislation all affect the workload of the division and cause it to fluctuate. In order to balance the demand, staff resources are often augmented by outside consulting firms to provide enhanced technical knowledge and support. As well, there are occasional after-hour emergencies or critical system infrastructure changes that the division requires assistance with. The department issued a request for proposals (RFP) for

comprehensive and project-based IT support services for network systems.

In August 2022, the City received 13 proposals. A group of staff from the division reviewed and ranked each proposal for congruency with and ability to meet the terms of the RFP. SDI Presence was selected as the highest ranked firm in terms of comprehensive support offered due to their familiarity with some of the specific law enforcement systems the City uses, their familiarity with the federal and state requirements for law enforcement computer systems, as well as the overall breadth and depth of their experience working with other cities providing the same services requested in the RFP.

The scope of work for SDI Presence includes network assessments and refinement, technical support for law enforcement mobile computing, and technical support for system / server / network administration. As well, 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.

ALTERNATIVES:

The Council may reject, modify or table the agreement.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

PREPARED BY:
Eric Owens, Network Engineer

Fiscal Impact

Fiscal Year: 2023, 2024

Revenue Generating: No
Appropriation Required Y/N: N
Amount: 100,000/year
Budgeted Y/N: Y
Account No.: 604900
Discussion:
The initial term of the agreement is for a cost not-to-exceed $100,000 per year for three (3) years, with two 1-year options to renew under the same terms. This amount is included in the adopted biennial budget for Fiscal Years 2023 and 2024. Funding for renewal terms of the agreement, if any, will be included in the Division of Innovation & Technology budget requests in subsequent fiscal years.

Attachments

SDI Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of IT Support Services ("Agreement") is made and entered in this 1st day of November, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and SDI Presence LLC, a Delaware Limited Liability Company ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Project-based IT Support services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The term of this Agreement shall be for a period of three (3) years from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation:

5.2

The compensation for Consultant's performance of the Services shall not exceed the amount of Three Hundred Thousand dollars ($300,000) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of One Hundred Thousand dollars ($100,000) for the first Extended Term; and One Hundred Thousand dollars ($100,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Fine Hundred Thousand dollars ($500,000). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Rate Schedule," which is attached hereto and incorporated herein by this reference.

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

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

CITY:

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

CONSULTANT:

Phil Danie, Sr. VP of CA Shared Services
SDI Presence LLC
200 E. Randolph Street, Suite 3550
Chicago, IL 60601
pdanie@sdipresence.com
Phone:((312) 580-7500
Fax: (312) 580-7600

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability,

including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

SDI Presence LLC

By: _____

_____
Printed Name, Title

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Overview of Proposed Services

1. SDI personnel will perform a comprehensive assessment of the current state of the environment. This assessment includes, but is not limited to, system scans, deployment of host-based monitoring and reporting tools, and hands-on inspection of infrastructure devices. The resulting baseline snapshot includes an inventory of computer hardware including virtualized assets, software including version details, and network infrastructure devices including interconnection details. This initial assessment is intended to help gauge deviations from generally accepted information technology management best practices.

2. The SDI management team, along with key SDI personnel, will interview organizational stakeholders to document historical challenges, current operations, and discuss departmental objectives requiring IT solutions and support.

3. SDI will produce a comprehensive report for your management that includes the baseline snapshot information, summary of stakeholder discussions, and recommendations for short-term corrective measures and long-term solutions targeting optimal IT operations to meet organizational objectives. In summary, this report helps support the development of a guide for system management services and serves as supporting documentation for an IT Master Plan. Note that recommendations may also include reduction or expansion of specific hardware/ software platforms, modifications to currently employed technologies, and augmentation/training for staff. All recommendations are substantiated with information gathered throughout the assessment.

Specific Services Included

Server Support

SDI's server support methodology is integrated within the overall endpoint management practices described below in the Managed Services Technology section. In general, SDI typically furnishes clients with an Information Technology Service Management solution to increase the efficiency and effectiveness of the entire service offering. This host-based continuous monitoring agent, installed on each computer endpoint, conducts environmental data collection and provides a centralized IT management portal.

SDI will perform initial assessments of hardware problems as well as basic upgrades (RAM, storage, controller cards), however on-site technicians generally defer to manufacturer warranty coverage for hardware failures.

Services management such as Active Directory, DHCP, DNS, Group Policy, Print and Document Services, 115, Windows Deployment Services, and Windows Server Update Services are all managed as a part of the core operations for all environments.

SDI will implement a monthly patch management schedule for server operating systems wherein select non-critical servers will receive operating system and application patches as a part of a test group. In the event these servers experience problems with the patches, a rollback process will be enacted. If no problems are identified, the patches will be applied to the remaining servers.

Office 365 Administration

Procurement
SDI will assist with the procurement of Microsoft licensed products by leveraging existing Enterprise Agreements previously negotiated by larger organization(s) to obtain favorable pricing not typically available to smaller local government organizations.

Modernization
SDI will transition the City's email system from a version-based Microsoft Office model to software as a service with subscription-based Office 365 hosted on Microsoft 365 Government Community Cloud (GCC), including Microsoft-hosted email solutions, Active Directory/ Azure synchronization, OneDrive, SharePoint Online, and Teams.

Administration
SDI will perform conversions/migrations for Microsoft 365 as well as ongoing management of existing 365 environments. Typical administration begins with the information management policy development and configuration for new environments, or policy assessment in collaboration with organizational stakeholders for existing environments. Examples of policy considerations vary widely from on-premises only office productivity suites.

SDI will configure municipal client hosted environment within the Microsoft 365 Government Community Cloud (GCC) which provides compliance with federal requirements for cloud services, including FedRAMP High, Defense Federal Acquisition Regulations Supplement (DFARS), and requirements for criminal justice and federal ta x information systems (CJI and FTI data types).

Network Administration

SDI can and will manage numerous firewalls from manufacturers such as Cisco, Fortinet, Sonicwall; site-to- site VPNs, and remote-access VPNs leveraged for both border security and internal segmentation at several sites. Additionally, SDI can migrate clients to application-layer/ next-generation firewalls (NGFW) to provide a more unified threat management platform that includes application-layer visibility to increase understanding of application traffic, expanded traffic control options beyond blunt allow/deny, reduction of threat vectors, improved performance and security, and simplified management.

Network infrastructure monitoring and alerting is typically performed using a mixed on-premises and cloud-based network monitoring tool to perform continuous monitoring of network devices and traffic. This service provides:

- A real-time view of the City's network, including all the devices and interconnections
- A real-time inventory of all the technology on the City's network
- Automated backups of network infrastructure configurations
- 24/7 proactive infrastructure monitoring and alerting
- Automated troubleshooting tools and secure remote access to the City's infrastructure devices
- Performance reports

Security Administration

SDI can establish a robust and layered security model when feasible. Details of the City's existing INFOSEC model are purposely excluded from this document to preserve the integrity of that model. In general terms, SDI will develop a comprehensive INFOSEC proposal to address any observed deficiencies in the City's adherence to a generally accepted risk management framework applicable to government-owned systems. Labor hours to implement INFOSEC recommendations by SDI included within the scope of services. There is, however, the potential for additional software, hardware, and licensing costs that must be borne by the City to proceed. The proposal will include assessment of existing, and recommendations to implement, the following technologies:

- Intrusion detection system/intrusion prevention system (IDS/IPS)
- Security information and event management (SIEM)
- Audit logging and correlation of compatible computer systems
- Audit logging and correlation of compatible network infrastructure equipment
- Endpoint security [e.g., firewall, anti-virus, anti-malware, application whitelisting, etc.]
- Vulnerability assessment and management
- Disaster planning [e.g., IT contingency planning, continuity of operations, etc.]

Managed Services Technology

SDI will furnish the City with an Information Technology Service Management (ITSM) solution to increase the efficiency and effectiveness of the entire service offering. This ITSM employs a host-based continuous monitoring agent, installed on each computer endpoint, to conduct environmental data collection and centralize IT management. This highly configurable agent improves the efficiency of IT management through:

- Centralized remote administration, support, and power management
- Customized continuous monitoring and alerting
- Operating system patch-level monitoring and management
- Endpoint status reporting and alerting
- Inventory tracking

The monitoring and alerting feeds into the helpdesk ticket and resolution tracking component, thereby automating the tracking of system-generated alerts. Desktop endpoint management services typically include setup and configuration of desktops; ongoing hardware diagnostics and support of all desktops, printers, and other peripherals; maintenance of operating system and application patch levels in accordance with agreed-upon outage schedules; installation, upgrades, and troubleshooting of software as required; maintenance of accurate hardware and software inventories; performance of minor hardware installations and modifications on IT equipment. Server endpoint management services typically include the same as desktop endpoints with the addition of administration of server-based file systems to ensure that access to organizational data is secure and available for authorized users/groups, administration of Active Directory, enterprise application support.

Typical monthly patch management schedules include select users and systems that receive the operating system and application patches as a part of a test group. In the event these users experience problems
with the patches, a rollback process will be enacted. If no problems are identified, the patches are applied to the remaining workstations.

Project Management

SDI will provide a comprehensive suite of project management and IT services to the City. The scope of services provided include specialized planning and management of mission-critical public safety applications, large-scale software and hardware upgrade/replacement projects, custom software development, data-center operations, and routine O&M. The scope of support levels ranges from *supplemented IT support,* wherein SDI provides part-time/full-time IT professionals to supplement municipal IT staff as needed, to *full-service IT support,* wherein SDI provides full-time IT consultants to lead IT operations, and project managers for consultative technical implementations.

Projects range from conception, wherein SDI performs technology assessments and strategic planning, to full implementation wherein SDI assumes control of in- progress projects, and SDI can execute full life-cycle projects identified post-assessment.

Law Enforcement Mobile Data Computing

SDI can provide MDC tier 1-3 support 24/7/365 for many Southern California Law Enforcement agencies. All of SDI employees will meet CJIS security requirements and have passed an extensive background check similar to that conducted by law enforcement. SDI will apply its extensive knowledge of all aspects of MDCs for law enforcement use including Microsoft operating systems for PC and servers, Office 365, mobile device management software, image creation for fast and efficient hardware deployment/restore, VPN in a mobile environment, and CAD/RMS systems to name a few. SDI will employ certified Spillman technicians supporting several Spillman clients.

SDI will employ its extensive experience with the design and deployment of the MDC in-vehicle and backbone hardware and software for law enforcement applications.

EXHIBIT "B"

RATE SCHEDULE

The following is a breakdown of the City's requested services and the minimum SDI resource types identified to deliver on each service requirement.

- Network Assessment, Engineering, and Tuning
  - SDI Resources Needed:
    - System Engineer
    - Network Engineer
    - Certified Security Specialist
    - Subject Matter Expert
- System/Server/Network Administration
  - SDI Resources Needed:
    - Technician Level 3
    - System Engineer
    - Network Engineer
    - Certified Security Specialist
- Operational Support
  - SDI Resources Needed:
    - Technician Levels 1 - 3
    - System Engineer
    - Network Engineer
- Law Enforcement Mobile Data Computing
  - SDI Resources Needed:
    - Technician Level 2 – 3
    - System Engineer
- Project Management Services
  - SDI Resources Needed:
    - Project Manager
    - Virtual Chief Information Officer
    - Subject Matter Expert

SDI Hourly Rate Table

Please use this table for determining hourly rates.

Position	Hourly Rate
Technician (Level 1)	$74.00
Technician (Level 2)	$84.00
Technician (Level 3)	$94.00
Project Manager	$127.00
System Engineer	$129.00
Software Developer	$132.00
SQL DBA	$132.00
Network Engineer	$138.00
Software Architect	$145.00
Certified Security Specialist	$145.00
Virtual Chief Information Officer	$165.00
Subject Matter Expert	$185.00

Annual adjustments to these hourly rates will incorporate a 5% increase. SDI retains the right to increase hourly rates in accordance with the U.S. Bureau of Labor Statistics, Riverside – San Bernardino – Ontario all urban consumers CPI table. At the time of the contract's yearly renewal date, the CPI for the previous 12-months will be utilized to determine the CPI. If the CPI is greater than 5%, SDI may increase rates to match the CPI increase for the given period.

Hours/Days When Normal Service is Available:

Normal service is available Monday through Friday, 7:00 AM to 5:00 PM. We will provide services as required by the RFP. Additional days for special projects or meetings, are to be agreed upon by both parties via a Scope of Work and billed using the rate table above. We also understand the need for emergency service 24 hours a day, 7 days a week, and there is no additional rate for such services. The same hourly rates apply to any time of day, or day of the week, including holidays and declared emergencies.

Travel/Trip Charges (if any):

None

Rate(s) for After Hours Work:

The same hourly rates apply to any time of day, or day of week, including holidays and declared emergencies.

Rate(s) on Weekends and Holidays:

Same as above.

Minimums:

None

Alternate pricing structures (such as block of hours):

Hours may be purchased as a block for specified projects. SDI will apply a discount to the hourly rate table (all resources listed) when hourly rates are purchased in discount quantities for any specific service listed above.

Block of Hours Range	Discount Rate
50 – 149	2%
150 – 299	4%
300 and Greater	6%

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

SDI Presence LLC

By:_____ Date: _____

_____

Printed Name, Title

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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2950- An Ordinance of the City of Redlands 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 (Development Services Director Desatnik)

MOTION(S):

1. Mayor requests the City Clerk to read the title of Ordinance No. 2950; "I move to wavie further reading of, and to introduce, Ordinance No. 2950

2. The City Clerk is hereby directed to publish 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.

RECOMMENDATION:

Staff recommends the City Council introduce Ordinance No. 2950 and direct the City Clerk to publish notice that a public hearing to consider a recommendation to the City Council is to be held on November 15, 2022 at 6:00pm.

DISCUSSION:

Title 15 of the Redlands Municipal Code (RMC) contains administrative and technical requirements for building construction within the jurisdiction of the City of Redlands. RMC adopts State building standards and additional model codes by reference. The California Code of Regulations, Title 24, also referred

to as the California Building Standards Code consists of Parts 1 (Administrative Code), 2 (Building Code), 2.5 (Residential Code), 3 (Electric Code), 4 (Mechanical Code), 5 (Plumbing Code), 6 (Energy Code), 8 (Historical Building Code), 9 (Fire Code), 10 (Existing Building Code), 11 (Green Building Standards Code) and 12 (Referenced Standards Code).

The adoption process takes place every three years and the latest update was published by the State on July 1, 2022. The 2022 California Building Standards Codes will go into effect on January 1, 2023. The California Building Standards law provides that any city and/or county may establish more restrictive building standards than those contained in the California Building Standards Code that are reasonably necessary because of local climatic, geological, or topographical conditions. Administrative provisions in the code can be amended as needed. With the adoption of this Ordinance, staff is proposing amending the Building Standards Code and adopting applicable localized standards. The localized amendments that will be addressed under this ordinance will be located in Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.23 of the Redlands Municipal Code. These amendments encompass fencing and walls standards and permitting, construction site safety protocols, hazardous materials safety protocols, permit processing, utility coordination, board of appeals relating to code administration, fire protection related to roof construction in high fire zones, awning installation and permitting, temporary use of streets and alleys, grading protocols, swimming pool safety, sewer and plumbing code administration, plumbing code permit violation standards, electrical code administration and permit violation standards, flush mounted electrical distribution standards, prohibition of electric fencing, prohibition of utilizing used electrical materials, trailer, commercial, mobile home connections, mechanical code administration with permit violation standards, and use of safety assessment placards. All of these amendments are carry-overs from the previous code adoption.

ALTERNATIVES:

The City Council may request this item to be continued for additional clarification or information regarding the Ordinance.

STRATEGIC PLAN:

Supports Objective D-4: Modernize the RMC (Redlands Municipal Code)-Modernize Title 15 (Buildings and Construction)

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:
John Thompson, Chief Building Official

Fiscal Impact

Fiscal Year: 2022/2023
Appropriation Required Y/N: No
Discussion:
There are no fiscal impacts associated with the proposed ordinance.

Attachments

2950 Ordinance-Legislative
2950 Ordinance-Clean

ORDINANCE NO. 2950

AN ORDINANCE OF THE CITY OF REDLANDS AMMENDING CHAPTERS 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.232 OF THE REDLANDS MUNICIPAL CODE RELATING TO THE ADOPTION OF THE 20192022 CALIFORNIA BUILDING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2 INCLUDING APPENDICIES G, H, I, J), 20192022 CALIFORNIA RESIDENTIAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2.5 INCLUDING APPENDICES AH, AJ, AS, AND AXV), 20192022 CALIFORNIA ELECTRICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 3), 20192022 CALIFORNIA MECHANICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 4), 20192022 CALIFORNIA PLUMBING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 5), 20192022 CALIFORNIA ENERGY CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 6), 20192022 CALIFORNIA HISTORICAL BUILDING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 8), 20192022 CALIFORNIA EXISTING BUILDING CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 10), 20192022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 11), AND THE 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE, BY REFERENCE, AND MAKING AMENDMENTS THERETO AND,TO;

ADDING CHAPTER 15.60 TO THE REDLANDS MUNICIPAL CODE RELATING TO SAFETY ASSESSMENT PLACARDS.

WHEREAS, California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5 empower the City to adopt by reference various uniform codes, including the California Building Code and California Residential Code, 20192022 editions, published by the International Code Council; California Electrical Code, 20192022 edition, published by the National Fire Protection Association; California Plumbing Code, 20192022 edition and California Mechanical Code, 20192022 edition, published by the International Association of Plumbing and Mechanical Officials, and the California Green Building Standards Code, 20192022 edition, published by the International Code Council, California Historical Code and the Existing Building Code, 2022 edition, published by the International Code Council along with applicable amendments, as published by the California Building Standards Commission, and the 2021 International Swimming Pool and Spa Code; and

WHEREAS, Health and Safety Code Section 17958.7 authorizes the City to make amendments to said codes on the basis of local climatic, geological, or topographical conditions existing in the City; and

WHEREAS, the City Council of the City of Redlands (the "City Council") is informed and finds that the area in which the City is located receives relatively low amounts of precipitation, very low humidity levels, and extremely high temperatures all of which are conducive to the spread

of fire; and

WHEREAS, the City Council is informed and finds that the area in which the City is located is subjected to extremely strong winds, commonly referred to as Santa Ana winds, which reach speeds of 80 miles per hour in the City, result in extensive damage, and are also conducive to the spread of fire; and

WHEREAS, the City Council is informed and finds that within the City there are four earthquake faults (Redlands Heights, Banning, Crafton, and the Redlands Faults), and three other faults (Loma Linda, San Jacinto, and the San Andreas Faults) are immediately adjacent to the City, creating the potential for catastrophic damage and fire hazards; and

WHEREAS, the City Council has determined that because the City is subject to the above referenced climatic, geological, and topographical conditions that amendments to the California Building Standards Codes are necessary to protect life and property;

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

Section 1. That existing Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22, 15.232 of Title 15 of the Redlands Municipal Code are hereby amended to read as described in Exhibit "A" to this ordinance.

Section 2. That the City Council hereby finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State Guidelines implementing CEQA.

Section 3. That the City Clerk is hereby directed to publish notice in accordance with Government Code Section 6066 of a public hearing to be held on November 1559, 20192022 at 6:00pm, or as soon thereafter as the matter may be heard in the Redlands City Council Chambers located at 35 Cajon Street, Redlands, California regarding the City Council's proposed adoption of this ordinance.

Section 4. In the event that any provision of this ordinance, or any part hereof, or any application hereof to any person or circumstances, is for any reason held to be unconstitutional or otherwise invalid or ineffective by a court of competent jurisdiction on its face or as applied, such holding shall not affect the validity of the remaining provisions of this ordinance, or any part hereof, or any application hereof to any person or circumstance or of said provision as applied to any other person or circumstance. It is hereby declared to be the legislative intent of the City that this ordinance would have been adopted had such unconstitutional, invalid, or ineffective provision not been included herein.

Section 5. 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 the 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 of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the ___ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

Exhibit "A"

CHAPTER 15.04

CALIFORNIA BUILDING CODE (CBC)

SECTIONS:

15.04.010: DOCUMENTS ADOPTED BY REFERENCE; COPIES ON FILE
15.04.020: SCOPE AND ADMINISTRATION
15.04.030: FIRE PROTECTION SYSTEMS~~15.04.030: FIRE PROTECTION SYSTEMS~~

15.04.0~~4~~30: MINIMUM ROOF COVERING CLASSIFICATIONS
15.04.0~~5~~40: AWNINGS
15.04.0~~6~~50: TEMPORARY USE OF STREETS AND ALLEYS
15.04.0~~7~~60: GRADING
15.04.0~~8~~70: VIOLATION; PENALTY

15.04.010: DOCUMENTS ADOPTED BY REFERENCE--COPIES ON FILE:

That certain document on file in the office of the City Clerk of the City marked and designated as the ~~2019~~2022 California Building Code, Volumes 1 and 2, including Chapters 1, as amended, and Appendix G~~C~~, H~~F~~, I and J, as amended, is adopted as the building code of the City and all of the regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.04.020 SCOPE AND ADMINISTRATION:

The following sections and subsections of the California Building Code, Chapter 1, Division II, Sections 105 through 113.4 are added and/or amended as follows:

A. CBC Chapter 1, Division II, Section [A]105.2, of the California Building Code entitled "Work exempt from permit" is hereby amended by amending items 2 and

4, and adding a new item 14, to read as follows:

2. Wood, chain-link, plastic, vinyl, metal or similar fences not over 6 feet in height or masonry, concrete fence not over 3 feet in height measured from the lowest adjacent grade to top of the wall and does not serve as a swimming pool enclosure as required by section 15.06.080 of the Redlands Municipal Code.~~.~~

4. Retaining walls that are not ~~more than~~ over 3 feet in height measured from the top of footing ~~lowest adjacent grade~~ unless supporting a surcharge or impounding class I, II or III-A liquids.

14. ~~Flag pole~~Flagpole not ~~to exceed~~more than 30 feet in height ~~above ground~~measured from the lowest adjacent grade the top of the pole on a residential zoned lot. ~~in a residential lot.~~

B. CBC Chapter 1, Division II, Section 105.3.1 entitled "Action on Application", is hereby amended by the addition of two (2) exceptions to read as follows:

Exception 1: A permit shall not be issued for work on property within an area which may be unsafe or for which no public access for such work is provided, or, because of the hazards, there is no way in which the work can be done so that it will be safe;

Exception 2: A permit shall be withheld or denied if the chief building official finds there are existing violations of the provisions of RMC Title 15 or any other provisions found in the Redlands municipal code, on site.

~~C. CBC chapter 1, division II, section 105.5, entitled "Expiration" is hereby deleted in its entirety and rewritten to read as follows:~~

~~Every permit issued by the chief building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from date of such permit, or if the building or work authorized by such permit is suspended or abandoned for a period of 180 or more days after work is commenced. Before such work can be recommenced, a new permit shall be first obtained, and the fee therefor shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.~~

~~It shall be the responsibility of the permittee to arrange for building inspections within 180 days after issuance of permit and to verify non-suspension or abandonment of work by arranging for building inspections which will show the work is progressing within any 180 day time period. The chief building official shall have the authority to void any permit for which substantial progress~~

~~has not been made in such 180 day time period.~~

~~The chief building official may require that a detailed schedule be provided to insure that demolition or remodeling work progresses expeditiously and debris is hauled from the site as generated. The chief building official may require the owner to retain a certified asbestos consultant to investigate such debris either before work begins or at any time asbestos containing materials are discovered or suspected to insure proper handling and notification procedures are followed in a timely manner.~~

~~For the purpose of this section "start of construction" means the placement of permanent construction of a structure on a site, such as the pouring of slabs or footings or any work beyond the stage of excavation, placement of steel reinforcement, and/or temporary concrete forming. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets, driveways or walkways; nor does it include the excavation for a basement, footings, piers or foundations; nor the placement of plumbing, electric wiring, or reinforcing steel; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not as a part of the main structure.~~

~~For a structure without a basement or poured footings, the "start of construction" includes the first permanent framing or assembly of the structure or any part thereof on its piling and foundation.~~

~~It shall be the responsibility of the permittee to show evidence of "start of construction" by arranging for building inspections within 180 days after issuance of permit and to verify non-suspension or abandonment of work by arranging for building inspections which will show the work is progressing within any 180 day time period.~~

~~Failure to keep the site clear of debris may cause the site to be found a public nuisance and abated as provided by law. Failure to continually pursue demolition work during normal working hours, after once started, may cause the site to be declared a public nuisance and abated by procedures as provided by appropriate sections of this code or any other laws of the city.~~

~~D~~C. CBC Chapter 1, Division II, Section 105.6, entitled "Suspension or Revocation", is hereby amended by the addition of the following two (2) paragraphs to read as follows:

The chief building official may, in writing, suspend or revoke a permit issued under the provisions of this code if dust is generated in excess of local, state, or federal standards, or conditions of project approvals.

Failure to keep the site clear of debris or properly contain asbestos containing materials may cause the permit to be suspended or revoked and the site to be declared a public nuisance and abated as provided for by law.

~~E~~D. CBC Chapter 1, Division II, Section 107.6, entitled "Demolition ~~A~~and/~~O~~or Remodeling Permits", is hereby added to read as follows:

The chief building official may require that a detailed schedule be provided to ~~i~~ensure ~~that~~ demolition or remodeling work progresses expeditiously and debris is hauled from the site as generated.

~~E~~F. CBC Chapter 1, Division II Section [A] 109.4 of the California Building Code is ~~deleted in this entirety and hereby~~ amended by the addition of ~~ng~~ the following ~~section~~sentence:~~.~~

Prior to the issuance of a permit for the performed work an investigation permit shall be issued, and an inspection performed. ~~**Work commencing before permit issuance.** Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.~~

F~~G~~. CBC Chapter 1, Division II Section [A] 109.4~~.1~~ of the California Building Code amended by adding the following paragraph to the end of the section.

Investigation fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be equal to the minimum fee as defined in Section 109.2. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

~~H~~G. CBC Chapter 1, Division II Section [A] 109.6 of the California Building Code is deleted in this entirety and hereby amended by adding the following section:

Fee Refunds. The Chief Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Chief Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no ~~work~~ inspections have been performed~~has been done~~ under a permit issued in accordance with this code.

The Chief Building Official may authorize refunding of not more than 80 percent of the plan review fee ~~paid~~ when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review~~ing~~ is

~~done~~performed.

The Chief Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 calendar days after the date of fee payment.

~~I~~H. CBC Chapter 1, Division II Section [A] 109.7 entitled "~~-~~Re-Inspections" is hereby added to read as follows:

A ~~re-inspection~~ fee may be assessed in the following scenarios at the fully burdened hourly inspection rate as adopted by fee ~~resolution, and~~resolution and shall be paid prior to the re-inspection of the work being scheduled.

1. R~~for each inspection or r~~e-inspection performed for work that previously received corrections and those corrections were not addressed.
2. Building permit is not posted or otherwise available on the work site
3. City approved plans are not available for scheduled inspection
4. Failure to provide inspector access to the work performed on the date for which the inspection was scheduled.
5. Deviation from the City approved plans

~~1. when such portion of work or which inspection is called is not complete or when corrections called for are not made.~~

~~2.~~

~~This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.~~

~~Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Chief Building Official.~~

~~To obtain a re-inspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay the re-inspection fee in accordance with the fee schedule adopted by the City.~~

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

~~J~~I. ~~-~~CBC Chapter 1, Division II, Section [A] 111.3 entitled "Temporary Occupancy", ~~-~~is ~~-~~

~~h~~hereby deleted in its entirety and rewritten to read as follows:

If the chief building official finds that no substantial hazard will result from occupancy of any building or portions thereof before the same is completed, the chief building official may issue a ~~t~~Temporary ~~c~~Certificate of ~~o~~Occupancy ~~-~~(TCO) for the use of a portion or portions of a building or structure, provided an administrative fee, as established by resolution of the city council, is paid for that temporary certificate of occupancy. Prior to the expiration of the TCO, an inspection shall be performed and Permanent Certificate of Occupancy issued or the building vacated until all outstanding conditions of approval are completed.~~At the end of the temporary occupancy, the building shall be inspected and approved for final occupancy.~~

~~K~~J. CBC Chapter 1, Division II, Section [A] 111.5, entitled "Certificate of o~~O~~ccupancy ~~A~~a ~~R~~requirement ~~F~~for ~~I~~issuing ~~A~~a ~~C~~city ~~B~~business ~~L~~license", is hereby added to read as follows:

No license to conduct a business, occupation or profession in a particular building or structure in the city of Redlands shall be issued by the finance director of said city until the building official has certified ~~that a valid~~an appropriate certificate of occupancy for the business occupancy classification ~~exists~~ has been issued as required by this code.

~~L. CBC chapter 1, division II, subsection [A] 112.1.2, entitled "Approval Of Utility Connections For Vacant Buildings", is hereby added to read as follows:~~

~~The chief building official shall inspect every building when the utility meters have been removed, or the system has been without services for more than a period of 180 days. The property shall comply with all applicable code provisions, laws and ordinances before the approval of utility meters connections.~~

~~M~~K. ~~-~~CBC Chapter 1, Division II Section [A] 113.1, entitled "General", ~~of the California Building Code~~ is hereby amended to read as follows:

General. In order to hear and decide appeals of orders, decisions or determination made by the Chief Building Official relative to the application and interpretation of this code, the Planning Commission shall serve as the board of appeals. The Chief Building Official, Director of Development Services and the Fire Marshall of the City shall serve in an advisory capacity when requested to do so. Commission members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

~~N. CBC chapter 1, division II, subsection [A] 113.1.1, entitled "Tasks Of The Board Of Appeals", is hereby added to read:~~

~~To hear and decide appeals of orders, decisions or determinations made by the chief building official. The board shall provide reasonable interpretations of the building code and recommend new legislation to the city council when conditions so require it.~~

~~O. CBC Chapter 1, Division II Section [A] 113.2 of the California Building Code is amended in part with the last sentence being deleted and rewritten as follows:~~

~~The board shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.~~

~~P. CBC Chapter 1, Division II Section [A] 113.3 of the California Building Code is hereby amended by deleting the Section.~~

L~~Q~~. CBC Chapter 1, Division II Section [A] 113.4 of Chapter 1, Division II entitled "Procedures", is hereby added to read as follows:

Procedures. An application for an appeal shall be based on a claim that the true intent of this code or other rules legally adopted thereunder have been incorrectly interpreted, the provisions do not fully apply or an equally good or better form of construction is proposed. After notice to such parties as the board may direct, a hearing shall be held and the board may affirm or deny the decision of the chief building official. The board's determination shall be in writing to the chief building official with a copy to the appellant. If the appellant disagrees with the decision of the board, he may appeal the decision to the city council. Such appeal shall be filed with the city clerk within fifteen (15) days of the decision by the board.

15.04.030 FIRE PROTECTION SYSTEMS:

CBC Chapter 9, Division II, Section 901.2~~6.1~~ of the California Building Code is hereby amended by the addition of a sentence to read as follows:

See Redlands Municipal Code, Title 15, and Chapter 15.20: Fire Code, for additions and amendments to this chapter.

15.04.04~~43~~0 MINIMUM ROOF COVERING CLASSIFICATIONS:

CBC Chapter 15, Division II, Table 1505.1 of the California Building Code is hereby amended to read as follows:

Table 1505.1

Minimum Roof Covering Classification for different types of construction for new buildings, re-roofs or additions.

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	B*	B*	B*

*See Section 1505.1.1 for Class A Roof Coverings in Very-High Fire Hazard Severity

15.04.0545~~5~~0 AWNINGS:

CBC Chapter 31, division II, sections 3105.4, 3105.4.1, 3105.4.2, 3105.4.3, and 3105.4.4 are hereby added to read as follows:

3105.4 **General**. This section shall apply to awnings projecting over public and/or private property.

3105.4.1 **Definitions**. For the purpose of the section:

~~Awning is either a fabric covered appendage or a temporary collapsible shelter of non-combustible materials supported entirely from the exterior wall of a building.~~

Ladder access area is the air space required for a ladder to rest upon the ground, street, or sidewalk and be supported by a building window sill, permanent appendage, and parapet or roof eave at an angle of 75 degrees from the horizontal.

Collapsible is the property of an awning which will enable it to be readily collapsible, retractable or capable of being folded against the face of the supporting building without the use of a tool, special effort or special knowledge.

3105.4.2 **Construction**. Awnings shall have non-combustible frames but may have fabric coverings that meet fire resistance criteria as outlined in CBC §3105.3~~4~~. Every awning with non-combustible coverings and every fabric covered awning which projects into the ladder access area, as defined above, shall be collapsible.

Exception: A fixed awning not more than ten (10) feet in length may be erected over a doorway to the building.

3105.4.3 **Projection**. Awnings may extend over public or private property not more than seven (7) feet from the face of the supporting building, but no portion shall extend nearer than two (2) feet to the face of the nearest curb or edge of the traffic way measured horizontally. In no case shall the awning extend over public property greater than two-

thirds of the distance from the property line to the nearest curb in front of the building nor shall any portion of the awning be closer to the side or rear property lines than would be permitted by the current edition of the California building code for ~~eave overhang.~~projections.

3105.4.4 All portions of an awning shall be at least eight (8) feet above any public or private walkway.

Exception: Any valance attached to an awning shall not project above the roof of the awning at the point of attachment and shall not extend more than twelve (12) inches below the roof of the awning at the point of attachment, but in no case shall any portion of a valance be less than seven (7) feet in height above a public or private way.

15.04.~~060 050~~060 TEMPORARY USE OF STREETS AND ALLEYS.

CBC Chapter 33, Division II, Section 3308.3 of the California Building Code is hereby added to read as follows:

Public streets and alleys shall not be utilized by persons doing construction or demolition work until proper clearance has been obtained from the City Engineer. Whenever requested, plot plans and construction details shall be submitted to the City Engineer for review. The City Engineer may approve, modify or deny a request to utilize public streets by persons during construction and/or demolition and his decision shall be based on findings relative to hazards to life and limb, traffic safety and/or to excessive traffic or pedestrian congestion. Where damage to public property could result, proper bonds and insurance as specified by the City Engineer may be required. Failure to obtain proper clearance for use of public property may result in a finding that the materials constitute a public nuisance and a hazard to persons or property and are subject to abatement and/or removal as provided by law.

15.04.0~~67~~70 GRADING.

The following sections and subsections of the California Building Code Appendix J Sections J101 through J114 are hereby added and/or amended to read as follows:

A. CBC Appendix J, Section J101.1 entitled "Scope" is hereby amended to read as follows:

The provisions of this chapter apply to grading, excavation and earthwork construction, including fills and embankments. Where conflicts occur between the technical requirements of this chapter and the geotechnical report, the geotechnical report shall govern. In addition, the designs of the work as described above need to meet the recognized and accepted civil and geotechnical engineering practices and principles.

B. CBC Appendix J, Section J101.3 entitled "Enforcement Authority" is hereby added to read as follows:

The City Engineer shall have the authority for the enforcement of CBC Appendix J and any amendments thereto. The words "Chief Building Official" as hereinafter used shall mean City Engineer.

C. CBC Appendix J, Section J101.4 entitled "Hazardous Conditions" is hereby added as follows:

Whenever the Chief Building Official determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Chief Building Official, shall within the period specified therein repair or eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this code.

D. CBC Appendix J, Section J103.2 of the California Building Code is hereby amended to read as follows:

J103.2 Exemptions:
A grading permit shall not be required for the following:

1. Grading in an isolated, self-contained area provided there is no danger to the public and that such grading will not adversely affect adjoining property. A determination of exemption per this section shall be made by the City Engineer.

2. An excavation below finished grade for basements and footings of a building,

retaining wall or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation or exempt any excavation having an unsupported height greater than 5 feet (1524mm) after the completion of such structure.

3. Cemetery graves.

4. Refuse disposal sites controlled by other regulations.

5. Excavations for wells or ~~tunnels~~ trenches for utilities.

6. Mining, quarrying, excavating, processing or stockpiling ~~of~~ rock, sand, gravel, aggregate or clay ~~where established and provided for by law~~controlled by other regulations, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property.

7. Exploratory excavations performed under the direction of soil engineers or engineering geologists.

8. A fill less than 1 foot (305mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or a cut less than 3 feet (914mm) in depth, not intended to support structures, or does not exceed 50 cubic yards (38.3m) on any one lot and does not obstruct a drainage course.

9. Grading by public agencies or their agents, in connection with construction or maintenance of roads or facilities for the generation, storage, or transmission of water including flood waters or water for the purpose of producing electrical energy.

10. Grading performed by disking or plowing for agricultural purposes in connection with the preparation of soil for crop or animal use.

Exemption from the permit requirements of this Appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of the City.

E. CBC Appendix J, Section J104.5 entitled “As Built Plans” is hereby added to read as follows:

The permittee shall provide a copy of as-built plans to the City for a permanent record at the end of the approved grading work.

F. CBC Appendix J, Section J105.1 of the California Building Code is hereby amended to read as follows:

Inspections shall be governed by Section 110, Chapter 1, Division II of this code and requirements established, by approved policies and procedures of the Engineering Division. An engineer shall provide grading inspections and certifications for the work.

G. CBC Appendix J, Section J109.4 of the California Building Code is hereby amended to have the following sentences added at the end of the section:

For Single Family Lot Drainage

1. Whenever possible, drainage from single family lots shall flow directly to ~~a street~~a street.

2. If it should be determined necessary to allow offside drainage to flow through a single family lot (to preserve down lot views, aesthetics, accept flow from offsite property, etc.), the following shall apply:

    a. Drainage from only one lot shall flow through only one other lot.

    b. A drainage easement shall be provided/obtained over the lot accepting the drainage.

    c. The drainage shall be contained within either a concrete/rock lined swale or a reinforced concrete pipe.

    d. The drainage facility shall be designed with excess capacity to account for the probable lack of necessary maintenance. Therefore, it shall be designed to convey two times the runoff from a 100-year storm with the minimum diameter for a pipe being 12 inches.

H. CBC Appendix J Section J110.3 entitled "Temporary ~~E~~erosion ~~C~~control ~~D~~during ~~C~~construction", is hereby added to read as follows:

The permittee shall put into effect and maintain all precautionary measures necessary to protect adjacent watercourses and public or private property from damage by erosion, flooding, and deposition of mud or debris origination from the

site during the grading operation regardless of lot size.

I. CBC Appendix J Section J1123 entitled "Protection of ~~A~~adjacent ~~P~~property" is hereby added to read as follows:

During grading operations, the permittee shall be responsible for the prevention of damage to adjacent property and no person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without supporting and protecting such property from settling, cracking, or other damage which might result.

J. CBC Appendix J Section J1134 entitled "Dust ~~C~~control" is hereby added to read as follows:

The owner of the site or the project contractor shall put into effect and maintain all precautionary measures necessary to prevent dust blowing from the site to adjacent properties. Prior to the permit issuance, dust control sign and required contact information as required by the department's policy shall be installed at the site.

15.04.0790: VIOLATION; PENALTY:

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any residential building in violation of this chapter. Such person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punishable by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

CHAPTER 15.06

RESIDENTIAL BUILDING CODE

SECTIONS:

15.06.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.06.020: ~~SCOPE AND ADMINISTRATION~~Work exempt from permit
~~15.06.030: GEOTECHNICAL EVALUATION~~
15.06.0340: ~~MINIMUM ROOF COVERING CLASSIFICATION~~Temporary Occupancy

15.06.0540: ~~SWIMMING POOL SAFETY~~Board of Appeals
15.06.050: Geotechnical Evaluation
15.06.060: Minimum Roof Classification
15.06.070: Swimming Pool Safety
15.06.0680: V~~IOLATION~~iolation; ~~PENALTY~~Penalty

15.06.010: DOCUMENTS ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the ~~2019~~2022 California Residential Code including Chapters 1, 4, and 9 (as amended), and Appendices AH, AJ, AS, and AX~~V~~ (as amended) ~~as amended, is~~are adopted as the residential code of the City and all of the regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.06.020: ~~SCOPE AND ADMINISTRATION~~WORK EXEMPT FROM PERMIT~~.~~:

CRC chapter 1, division II, section R105.2 (2) and (3) is hereby deleted and rewritten to read as follows:

See Redlands Municipal Code, Title 15, Chapter 15.06~~4~~.20(A)

15.06.030: TEMPORARY OCCUPANCY:

CRC chapter 1, division II, section R110.4 is hereby deleted in its entirety and rewritten to read as follows:

See Redlands Municipal Code, Title 15, Chapter 15.04.020(H~~I~~) for additions and amendments to this section.

15.06.040: BOARD OF APPEALS:

CRC chapter 1, division II, section R112 is hereby deleted in its entirety and rewritten to read as follows:
~~—~~See Redlands Municipal Code, Title 15, Chapter 15.04.020(L~~K~~)(M~~L~~) for additions and amendments to this section

~~The following sections and subsections of the California Residential Code, Chapter 1, Division II, and Sections 105 through 114.2 are added and/or amended as follows:~~

~~A. CRC Chapter 1, Division II, Section R105.2, entitled "Work Exempt from permit" subsection "Building," is hereby amended by amending item 2 and 3, and adding a~~

new item 11, to read as follows:

2. Wood, chain-link, plastic, metal or similar fences not over 6 feet in height or masonry, concrete fence not over 3 feet in height measured from the bottom of the footing to the top of the wall.

3. Retaining walls that are not more than 3 feet in height measured from the lowest adjacent grade unless supporting a surcharge or impounding class I, II or III-A liquids.

11. Flag pole not to exceed 30 feet in height above ground in a residential lot.

B. CRC Chapter 1, Division II Section R108.5 of the California Residential Code is deleted in its entirety and hereby amend by adding the following section.

Fee Refunds. The Chief Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Chief Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The Chief Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit or which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Chief Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

C. CRC Chapter 1, Division II Section R108.6 of the California Residential Code is deleted in its entirety and is hereby amended by adding the following section.

Work commencing before permit issuance. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

D. CRC Chapter 1, Division II Section R108.7 of the California Residential Code is amended by adding the following paragraph to the end of the section.

Investigation fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation

~~fee shall be equal to the amount of the permit fee required by this code. The minimum investigation fee shall be equal to the minimum fee as defined in Section 108.2. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.~~

~~E. CRC Chapter 1, Division II Section R108.7 of the California Residential Code is hereby amended by adding the following paragraph to the end of the section.~~

~~**Re-inspections**. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work or which inspection is called is not complete or when corrections called for are not made.~~

~~This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.~~

~~Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the building official.~~

~~To obtain a re-inspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay the re-inspection fee in accordance with the fee schedule adopted by the City.~~

~~In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.~~

~~F. CRC Chapter 1, Division II Section R112 of the California Residential Code is hereby deleted and rewritten to read as follows:~~

~~The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Residential Code.~~

15.06.0~~3~~50 GEOTECHNICAL EVALUATION

CRC Chapter 4 Division II Section R401.4.1 of the California Residential Code is hereby amended by adding a sentence at the end of the section to read as follows:

A geotechnical or soil report is required for the new construction or when the aggregate size of ~~an~~ additions to the original structure ~~is more than~~exceed 50% ~~of the existing floor area~~.

15.06.0460 MINIMUM ROOF COVERING CLASSIFICATION

A. CRC chapter 9, subsection 902.1.1 shall be amended in part in terms of being retitled as follows:

Roof Coverings within the fire hazard areas as designated by the City of Redlands Fire Chief on the Fire Hazard Map.

B. CRC chapter 9, division II, section R902.1.3 of the California residential code is hereby amended to read as follows:

The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be fire-retardant roof covering that is at least Class B.

C. The remainder of the subsection shall remain unchanged.

~~CRC Chapter 9, Division II, Section R902.1.3 of the California Residential Code is hereby amended to read as follows:~~

~~The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be fire-retardant roof covering that is at least Class B.~~

15.06.0750 SWIMMING POOL SAFETY

A. CRC appendix AX~~V~~, section 115922~~AV100.2(a)~~ is hereby amended to read as follows:

Except as provided in Section 115925~~AV100.5~~, when a building permit is issued for the construction of a new pool and/or spa or the remodeling of an existing pool and/or spa at a private single family home, the respective swimming pool and/or spa shall be equipped with item #1 and at least one addition of the following seven drowning prevention features:

B. CRC appendix AX~~V~~, section 115923~~AV1002.2(a)(1)~~ is hereby amended to read as follows:

An enclosure that meets the requirements of Section 115923~~AV100.3~~ and isolates the swimming pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have its door openings equipped with protection as required in 115922~~AV100.2~~ (a) #4 or #5. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

~~CRC Appendix V, Section AV100.2 (a) is hereby amended to read as follows:~~

~~Except as provided in Section AV100.5, when a building permit is issued for the construction of a new pool and/or spa or the remodeling of an existing pool and/or spa at a private single family home, the respective swimming pool and/or spa shall be equipped with an enclosure that meets the requirements of Section AV100.3 and isolates the swimming pool and/or spa from the public right of way and adjacent properties and one of the following seven drowning prevention safety features:~~

15.06.0~~6~~80 VIOLATION; PENALTY

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

CHAPTER 15.08

CALIFORNIA PLUMBING CODE

SECTIONS:

15.08.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.08.020: BOARD OF APPEALS
15.08.030 BUILDING SEWERS
15.08.040 PRIVATE SEWAGE DISPOSAL SYSTEMS
15.08.0~~4~~50: VIOLATION; PEANALTY

15.08.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Plumbing Code, ~~2019~~2022 Edition, including Chapter 1, Division II (as amended) with Appendices, is adopted as the Plumbing Code of the City and all of the regulations, provisions, conditions and terms of the California Plumbing Code are referred to and are adopted and made part of this chapter.

15.08.020 BOARD OF APPEALS.

CPC Chapter 1, Division II, Section 107, is hereby deleted in its entirety and rewritten to read as follows:

> The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Plumbing Code.

15.08.030 BUILDING SEWERS

CPC Chapter 7, Division II, Section 713.4 is deleted in its entirety and rewritten as follows:

> 713.4 Public Sewer Availability.
>
> The public sewer shall be considered as not being available where such public sewer is more than two hundred (200) feet for the first dwelling unit and an additional one hundred (100) feet for each subsequent dwelling unit ~~feet~~ from the nearest point of the property that is served by such public sewer. A property owner, or his authorized representative, may request in writing a waiver ~~a reconsideration of the availability of the public sewer~~ based upon ~~on practical difficulties~~technical infeasibility due to site constraints. This request shall be reviewed by the Chief Building Official ~~Upon receipt of such a request, the chief building official shall investigate and make a determination as to whether practical difficulties exist to making a connection to the public sewer. The chief building official's decision may be appealed to the appeals board as established in title 15, chapter 15.04 of the Redlands Municipal Code.~~and a determination given in writing.

15.08.040: PRIVATE SEWAGE DISPOSAL SYSTEMS:

CPC chapter 1, division II, chapter 7 section 721.2.1 are hereby added to read as follows:

721.2.1 Location of private sewage disposal systems.

> All components of an onsite waste water treatment system shall be located in the front yard area as defined in Redlands Municipal Code.

Exception: If site constraints exist that prevent the placement of the onsite waste water treatment system in the front yard an alternate location providing vehicle access for the future replacement and servicing shall be provided. If vehicle access is not provided as a result of structures or topography, then both the primary and 100% expansion effluent dispersal fields shall be installed.

15.08.040 VIOLATION; PENALTY.

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

CHAPTER 15.10

CALIFORNIA ELECTRICAL CODE

SECTIONS:

15.10.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.10.020: APPEALS BOARD
~~15.10.030: FUTURE EXPANSION AND CONVENIENCE~~
15.10.040: ELECTRIC FENCES
15.10.0450: USED MATERIAL
15.10.0560: TRAILERS, MOBILHOMES, COMMERCIAL COACHES AND HOUSE CARS:
15.10.0670: VIOLATION–PENALTY

15.10.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Electrical Code, ~~2019~~2022 Edition and Annexes thereto, is adopted as the Electrical Code of the City and all regulations, provisions, conditions, and terms of such electrical code and amendments are referred to and adopted and made a part of this chapter.

15.10.020 BOARD OF APPEALS.

CEC Article 89, Section 89.108.8 shall be deleted in its entirety and shall be rewritten to read as follows:

> Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Electric Code.

~~**15.10.030 FUTURE EXPANSION AND CONVENIENCE.**~~

~~CEC Article 90, Section 90.8(C) of the California Electrical Code is hereby added to read as follows:~~

> ~~Flush-mounted distribution service installation for new one-family dwellings shall be provided with three additional three-quarter inch raceways, two raceways for future interior and one raceway for exterior use. The interior raceways shall terminate in an approved manner in an attic, underfloor space or other location approved by the chief building official. Where an underfloor space does not exist, two raceways shall terminate in the attic if one exists, or under the eave when no attic exists. The exterior raceway shall be capped and terminate outside the distribution service enclosure.~~

15.10.0430 ELECTRIC FENCES:

CEC article 90, section 90.10 is hereby added to read as follows:

> It is unlawful to install any type of electric fence within the city of Redlands. Prohibited electric fences include, but are not limited to, those energized by battery, generator or electrical utility.

15.10.~~050~~040 USED MATERIAL:

CEC Article 90, Section 90.11 is hereby added to read as follows:

> Previously used electrical material shall not be reused without prior written approval of the Chief Building Official.

15.10.~~060~~050 TRAILERS, MOBILEHOMES, COMMERCIAL COACHES AND HOUSECARS:

CEC Article 90, Section 90.12 is hereby added to read as follows:

> Trailers, mobile homes, and commercial coaches being utilized for construction projects as defined in title 8, chapter 8.20 of the Redlands Municipal Code which connect to temporary power shall comply with the city's adopted electrical code. Trailers, mobile homes, commercial coaches and house cars connected to an electrical source shall obtain an electrical permit prior to the placement and inspections.

15.10.0~~7~~60 VIOLATION; PENALTY

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any electrical system in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

CHAPTER 15.12

CALIFORNIA MECHANICAL CODE

SECTIONS:

15.12.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.12.020: BOARD OF APPEALS
15.12.030 VIOLATION; PENALTY

15.12.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Mechanical Code, ~~2019~~2022 Edition, including Chapter 1, Division II (as amended) with Appendices, is adopted as the mechanical code of the City and all of the regulations, provisions, conditions and terms of the California Mechanical Code are referred to and are adopted and made part of this chapter.

15.12.020 BOARD OF APPEALS.

CMC Chapter 1, Division II, Section 107.1 of the California Mechanical Code is hereby deleted in its entirety and rewritten to read as follows:

> The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Mechanical Code.

15.12.030 VIOLATION; PENALTY.

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.16

CALIFORNIA GREEN BUILDING STANDARDS CODE

SECTIONS:

15.16.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.16.020: VIOLATION; PENALTY

15.16.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Green Building Standards, ~~2019~~2022 Edition, is adopted as the Green Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.16.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not

exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.18

CALIFORNIA ENERGY CODE

SECTIONS:

15.18.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.18.020: VIOLATION AND PENALTY

15.18.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the city clerk of the city marked and designated as the California Energy Code, ~~2019~~2022 edition, is adopted as the Energy Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.18.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.22

CALIFORNIA HISTORICAL BUILDING CODE

SECTIONS:

15.22.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE

15.22.020: VIOLATION; PENALTY

15.22.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Historical Building Code, ~~2019~~2022 Edition, is adopted as the Historical Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.22.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.23

CALIFORNIA EXISTING BUILDING CODE

SECTIONS:

15.23.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.23.020: VIOLATION; PENALTY

15.23.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Existing Building Code, 2022 Edition, is adopted as the Existing Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.23.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding

six months, or by both such fine and imprisonment.

~~**Chapter 15.23**~~

~~**INTERNATIONAL SWIMMING POOL AND SPA CODE**~~

~~SECTIONS:~~

~~15.23.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE~~
~~15.23.020: VIOLATION; PENALTY~~

~~**15.23.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.**~~

~~That certain document on file in the office of the City Clerk of the City marked and designated as the International Swimming Pool and Spa Code, 2021 Edition, Chapter 1 through 3 and Chapter 7 through 11 as amended, is adopted as the Swimming Pool and Spa Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.~~

~~**15.23.020 VIOLATION; PENALTY.**~~

~~It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.~~

EXHIBIT "B"

~~"~~Chapter 15.60

SAFETY ASSESSMENT PLACARDS

Sections:

15.60.010 Purpose.
15.60.020 "Safety Assessment" Defined.
15.60.030 Application of Provisions.
15.60.040 Placards.

15.56.010 Purpose.

A. It is the purpose of this chapter to establish standard placards to be used to indicate the condition of a building or structure for continued occupancy after any natural or manmade disasters. The chapter further authorizes the Chief Building Official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

15.56.020 "Safety Assessment" Defined.

B. "Safety assessment" means a visual, nondestructive examination of a building or structure for the purpose of determining the condition of the building or structure for continued occupancy.

15.56.030 Application of Provisions.

C. The provisions of this chapter are applicable, following each natural or manmade disaster, to all buildings and structures of all occupancies regulated by the City of Redlands. The council may extend the provisions as necessary.

15.56.040 Placards.

D. The following are verbal descriptions of the official jurisdiction placards to be used to designate the condition for continued occupancy of buildings or structures. Copies of actual placards are available in the Building Division office and adopted by reference.

1. "INSPECTED - Lawful Occupancy Permitted" (Green Placard). The placard describing this condition is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure. Occupants should always be cautious of potential hazards following any natural or manmade disasters.

2. "RESTRICTED USE - Off-Limits to Unauthorized personnel" (Yellow Placard) The placard describing this condition is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.

3. "UNSAFE - Do Not Enter or Occupy" (Red Placard) The placard describing this condition is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the building official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.

E. In addition to the above descriptive conditions, each placard shall also contain the city Building and Safety Division's address and telephone number along with the Ordinance number of this city chapter.

F. Once the placard has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the building official or upon written notification from the city building and safety division. It is unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

ORDINANCE NO. 2950

AN ORDINANCE OF THE CITY OF REDLANDS AMMENDING CHAPTERS 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22 and 15.23 OF THE REDLANDS MUNICIPAL CODE RELATING TO THE ADOPTION OF THE 2022 CALIFORNIA BUILDING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2 INCLUDING APPENDICIES G, H, I, J), 2022 CALIFORNIA RESIDENTIAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2.5 INCLUDING APPENDICES AH, AJ, AS, AND AX), 2022 CALIFORNIA ELECTRICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 3), 2022 CALIFORNIA MECHANICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 4), 2022 CALIFORNIA PLUMBING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 5), 2022 CALIFORNIA ENERGY CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 6), 2022 CALIFORNIA HISTORICAL BUILDING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 8), 2022 CALIFORNIA EXISTING BUILDING CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 10), 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 11), BY REFERENCE, AND MAKING AMENDMENTS THERETO AND,

ADDING CHAPTER 15.60 TO THE REDLANDS MUNICIPAL CODE RELATING TO SAFETY ASSESSMENT PLACARDS.

WHEREAS, California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5 empower the City to adopt by reference various uniform codes, including the California Building Code and California Residential Code, 2022 editions, published by the International Code Council; California Electrical Code, 2022 edition, published by the National Fire Protection Association; California Plumbing Code, 2022 edition and California Mechanical Code, 2022 edition, published by the International Association of Plumbing and Mechanical Officials, and the California Green Building Standards Code, 2022 edition, published by the International Code Council, California Historical Code and the Existing Building Code, 2022 edition, published by the International Code Council along with applicable amendments, as published by the California Building Standards Commission; and

WHEREAS, Health and Safety Code Section 17958.7 authorizes the City to make amendments to said codes on the basis of local climatic, geological, or topographical conditions existing in the City; and

WHEREAS, the City Council of the City of Redlands (the "City Council") is informed and finds that the area in which the City is located receives relatively low amounts of precipitation, very low humidity levels, and extremely high temperatures all of which are conducive to the spread of fire; and

WHEREAS, the City Council is informed and finds that the area in which the City is

located is subjected to extremely strong winds, commonly referred to as Santa Ana winds, which reach speeds of 80 miles per hour in the City, result in extensive damage, and are also conducive to the spread of fire; and

WHEREAS, the City Council is informed and finds that within the City there are four earthquake faults (Redlands Heights, Banning, Crafton, and the Redlands Faults), and three other faults (Loma Linda, San Jacinto, and the San Andreas Faults) are immediately adjacent to the City, creating the potential for catastrophic damage and fire hazards; and

WHEREAS, the City Council has determined that because the City is subject to the above referenced climatic, geological, and topographical conditions that amendments to the California Building Standards Codes are necessary to protect life and property;

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

Section 1. That existing Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.16, 15.18, 15.22, 15.23 of Title 15 of the Redlands Municipal Code are hereby amended to read as described in Exhibit "A" to this ordinance.

Section 2. That the City Council hereby finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State Guidelines implementing CEQA.

Section 3. That the City Clerk is hereby directed to publish notice in accordance with Government Code Section 6066 of a public hearing to be held on November 15, 2022 at 6:00pm, or as soon thereafter as the matter may be heard in the Redlands City Council Chambers located at 35 Cajon Street, Redlands, California regarding the City Council's proposed adoption of this ordinance.

Section 4. In the event that any provision of this ordinance, or any part hereof, or any application hereof to any person or circumstances, is for any reason held to be unconstitutional or otherwise invalid or ineffective by a court of competent jurisdiction on its face or as applied, such holding shall not affect the validity of the remaining provisions of this ordinance, or any part hereof, or any application hereof to any person or circumstance or of said provision as applied to any other person or circumstance. It is hereby declared to be the legislative intent of the City that this ordinance would have been adopted had such unconstitutional, invalid, or ineffective provision not been included herein.

Section 5. 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 the 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 of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the ___ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

Exhibit "A"

CHAPTER 15.04

CALIFORNIA BUILDING CODE (CBC)

SECTIONS:

15.04.010: DOCUMENTS ADOPTED BY REFERENCE; COPIES ON FILE
15.04.020: SCOPE AND ADMINISTRATION
15.04.030: FIRE PROTECTION SYSTEMS
15.04.040: MINIMUM ROOF COVERING CLASSIFICATIONS
15.04.050: AWNINGS
15.04.060: TEMPORARY USE OF STREETS AND ALLEYS
15.04.070: GRADING
15.04.080: VIOLATION; PENALTY

15.04.010: DOCUMENTS ADOPTED BY REFERENCE--COPIES ON FILE:

That certain document on file in the office of the City Clerk of the City marked and designated as the 2022 California Building Code, Volumes 1 and 2, including Chapters 1, as amended, and Appendix G, H, I and J, as amended, is adopted as the building code of the City and all of the regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.04.020 SCOPE AND ADMINISTRATION:

The following sections and subsections of the California Building Code, Chapter 1, Division II, Sections 105 through 113.4 are added and/or amended as follows:

A. CBC Chapter 1, Division II, Section [A]105.2, of the California Building Code entitled "Work exempt from permit" is hereby amended by amending items 2 and 4, and adding a new item 14, to read as follows:

2. Wood, chain-link, plastic, vinyl, metal or similar fences not over 6 feet in height or masonry, concrete fence not over 3 feet in height measured from the lowest adjacent grade to top of the wall and does not serve as a swimming pool enclosure as required by section 15.06.080 of the Redlands Municipal Code.

4. Retaining walls that are not over 3 feet in height measured from the top of footing unless supporting a surcharge or impounding class I, II or III-A liquids.

14. Flagpole not more than 30 feet in height measured from the lowest adjacent grade the top of the pole on a residential zoned lot.

B. CBC Chapter 1, Division II, Section 105.3.1 entitled "Action on Application", is hereby amended by the addition of two (2) exceptions to read as follows:

Exception 1: A permit shall not be issued for work on property within an area which may be unsafe or for which no public access for such work is provided, or, because of the hazards, there is no way in which the work can be done so that it will be safe;

Exception 2: A permit shall be withheld or denied if the chief building official finds there are existing violations of the provisions of RMC Title 15 or any other provisions found in the Redlands municipal code, on site.

C. CBC Chapter 1, Division II, Section 105.6, entitled "Suspension or Revocation", is hereby amended by the addition of the following two (2) paragraphs to read as follows:

The chief building official may, in writing, suspend or revoke a permit issued under the provisions of this code if dust is generated in excess of local, state, or federal standards, or conditions of project approvals.

Failure to keep the site clear of debris or properly contain asbestos containing materials may cause the permit to be suspended or revoked and the site to be declared a public nuisance and abated as provided for by law.

D. CBC Chapter 1, Division II, Section 107.6, entitled "Demolition and/or Remodeling Permits", is hereby added to read as follows:

The chief building official may require that a detailed schedule be provided to ensure demolition or remodeling work progresses expeditiously and debris is hauled from the site as generated.

E. CBC Chapter 1, Division II Section [A] 109.4 of the California Building Code is amended by the addition of the following sentence:

Prior to the issuance of a permit for the performed work an investigation permit shall be issued, and an inspection performed.

F. CBC Chapter 1, Division II Section [A] 109.4 of the California Building Code amended by adding the following paragraph to the end of the section.

Investigation fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be equal to the minimum fee as defined in Section 109.2. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

G. CBC Chapter 1, Division II Section [A] 109.6 of the California Building Code is

deleted in this entirety and hereby amended by adding the following section:

Fee Refunds. The Chief Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Chief Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no inspections have been performed under a permit issued in accordance with this code.

The Chief Building Official may authorize refunding of not more than 80 percent of the plan review fee when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is performed.

The Chief Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 calendar days after the date of fee payment.

H. CBC Chapter 1, Division II Section [A] 109.7 entitled "Re-Inspections" is hereby added to read as follows:

A fee may be assessed in the following scenarios at the fully burdened hourly inspection rate as adopted by fee resolution and shall be paid prior to the re-inspection of the work being scheduled.

1. Re-inspection performed for work that previously received corrections and those corrections were not addressed.
2. Building permit is not posted or otherwise available on the work site
3. City approved plans are not available for scheduled inspection
4. Failure to provide inspector access to the work performed on the date for which the inspection was scheduled.
5. Deviation from the City approved plans

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

I. CBC Chapter 1, Division II, Section [A] 111.3 entitled "Temporary Occupancy", is hereby deleted in its entirety and rewritten to read as follows:

If the chief building official finds that no substantial hazard will result from occupancy of any building or portions thereof before the same is completed, the chief building official may issue a Temporary Certificate of Occupancy(TCO) for the use of a portion or portions of a building or structure, provided an administrative fee, as established by resolution of the city council, is paid for that temporary certificate of occupancy. Prior to the expiration of the TCO, an inspection shall be

performed and Permanent Certificate of Occupancy issued or the building vacated until all outstanding conditions of approval are completed.

J. CBC Chapter 1, Division II, Section [A] 111.5, entitled "Certificate of occupancy a requirement for issuing a city business license", is hereby added to read as follows:

No license to conduct a business, occupation or profession in a particular building or structure in the city of Redlands shall be issued by the finance director of said city until the building official has certified an appropriate certificate of occupancy for the business occupancy classification has been issued as required by this code.

K. CBC Chapter 1, Division II Section [A] 113.1, entitled "General", is hereby amended to read as follows:

General. In order to hear and decide appeals of orders, decisions or determination made by the Chief Building Official relative to the application and interpretation of this code, the Planning Commission shall serve as the board of appeals. The Chief Building Official, Director of Development Services and the Fire Marshall of the City shall serve in an advisory capacity when requested to do so. Commission members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

L. CBC Chapter 1, Division II Section [A] 113.4 of Chapter 1, Division II entitled "Procedures", is hereby added to read as follows:

Procedures. An application for an appeal shall be based on a claim that the true intent of this code or other rules legally adopted thereunder have been incorrectly interpreted, the provisions do not fully apply or an equally good or better form of construction is proposed. After notice to such parties as the board may direct, a hearing shall be held and the board may affirm or deny the decision of the chief building official. The board's determination shall be in writing to the chief building official with a copy to the appellant. If the appellant disagrees with the decision of the board, he may appeal the decision to the city council. Such appeal shall be filed with the city clerk within fifteen (15) days of the decision by the board.

15.04.030 FIRE PROTECTION SYSTEMS:

CBC Chapter 9, Division II, Section 901.2 of the California Building Code is hereby amended by the addition of a sentence to read as follows:

See Redlands Municipal Code, Title 15, and Chapter 15.20: Fire Code, for additions and amendments to this chapter.

15.04.040 MINIMUM ROOF COVERING CLASSIFICATIONS:

CBC Chapter 15, Division II, Table 1505.1 of the California Building Code is hereby amended to read as follows:

Table 1505.1

Minimum Roof Covering Classification for different types of construction for new buildings, re-roofs or additions.

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	B*	B*	B*

*See Section 1505.1.1 for Class A Roof Coverings in Very-High Fire Hazard Severity

15.04.050 AWNINGS:

CBC Chapter 31, division II, sections 3105.4, 3105.4.1, 3105.4.2, 3105.4.3, and 3105.4.4 are hereby added to read as follows:

3105.4 **General**. This section shall apply to awnings projecting over public and/or private property.

3105.4.1 **Definitions**. For the purpose of the section:

Ladder access area is the air space required for a ladder to rest upon the ground, street, or sidewalk and be supported by a building window sill, permanent appendage, and parapet or roof eave at an angle of 75 degrees from the horizontal.

Collapsible is the property of an awning which will enable it to be readily collapsible, retractable or capable of being folded against the face of the supporting building without the use of a tool, special effort or special knowledge.

3105.4.2 **Construction**. Awnings shall have non-combustible frames but may have fabric coverings that meet fire resistance criteria as outlined in CBC §3105.3. Every awning with non-combustible coverings and every fabric covered awning which projects into the ladder access area, as defined above, shall be collapsible.

Exception: A fixed awning not more than ten (10) feet in length may be erected over a doorway to the building.

3105.4.3 **Projection**. Awnings may extend over public or private property not more than seven (7) feet from the face of the supporting building, but no portion shall extend nearer

than two (2) feet to the face of the nearest curb or edge of the traffic way measured horizontally. In no case shall the awning extend over public property greater than two-thirds of the distance from the property line to the nearest curb in front of the building nor shall any portion of the awning be closer to the side or rear property lines than would be permitted by the current edition of the California building code for projections.

3105.4.4 All portions of an awning shall be at least eight (8) feet above any public or private walkway.

Exception: Any valance attached to an awning shall not project above the roof of the awning at the point of attachment and shall not extend more than twelve (12) inches below the roof of the awning at the point of attachment, but in no case shall any portion of a valance be less than seven (7) feet in height above a public or private way.

15.04.060 TEMPORARY USE OF STREETS AND ALLEYS.

CBC Chapter 33, Division II, Section 3308.3 of the California Building Code is hereby added to read as follows:

Public streets and alleys shall not be utilized by persons doing construction or demolition work until proper clearance has been obtained from the City Engineer. Whenever requested, plot plans and construction details shall be submitted to the City Engineer for review. The City Engineer may approve, modify or deny a request to utilize public streets by persons during construction and/or demolition and his decision shall be based on findings relative to hazards to life and limb, traffic safety and/or to excessive traffic or pedestrian congestion. Where damage to public property could result, proper bonds and insurance as specified by the City Engineer may be required. Failure to obtain proper clearance for use of public property may result in a finding that the materials constitute a public nuisance and a hazard to persons or property and are subject to abatement and/or removal as provided by law.

15.04.070 GRADING.

The following sections and subsections of the California Building Code Appendix J Sections J101 through J114 are hereby added and/or amended to read as follows:

A. CBC Appendix J, Section J101.1 entitled "Scope" is hereby amended to read as follows:

The provisions of this chapter apply to grading, excavation and earthwork construction, including fills and embankments. Where conflicts occur between the technical requirements of this chapter and the geotechnical report, the geotechnical report shall govern. In addition, the designs of the work as described above need

to meet the recognized and accepted civil and geotechnical engineering practices and principles.

B. CBC Appendix J, Section J101.3 entitled "Enforcement Authority" is hereby added to read as follows:

The City Engineer shall have the authority for the enforcement of CBC Appendix J and any amendments thereto. The words "Chief Building Official" as hereinafter used shall mean City Engineer.

C. CBC Appendix J, Section J101.4 entitled "Hazardous Conditions" is hereby added as follows:

Whenever the Chief Building Official determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Chief Building Official, shall within the period specified therein repair or eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this code.

D. CBC Appendix J, Section J103.2 of the California Building Code is hereby amended to read as follows:

J103.2 Exemptions:
A grading permit shall not be required for the following:

1. Grading in an isolated, self-contained area provided there is no danger to the public and that such grading will not adversely affect adjoining property. A determination of exemption per this section shall be made by the City Engineer.

2. An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation or exempt any excavation having an unsupported height greater than 5 feet (1524mm) after the completion of such structure.

3. Cemetery graves.

4. Refuse disposal sites controlled by other regulations.

5. Excavations for wells or trenches for utilities.

6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property.

7. Exploratory excavations performed under the direction of soil engineers or engineering geologists.

8. A fill less than 1 foot (305mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or a cut less than 3 feet (914mm) in depth, not intended to support structures, or does not exceed 50 cubic yards (38.3m) on any one lot and does not obstruct a drainage course.

9. Grading by public agencies or their agents, in connection with construction or maintenance of roads or facilities for the generation, storage, or transmission of water including flood waters or water for the purpose of producing electrical energy.

10. Grading performed by disking or plowing for agricultural purposes in connection with the preparation of soil for crop or animal use.

Exemption from the permit requirements of this Appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of the City.

E. CBC Appendix J, Section J104.5 entitled "As Built Plans" is hereby added to read as follows:

The permittee shall provide a copy of as-built plans to the City for a permanent record at the end of the approved grading work.

F. CBC Appendix J, Section J105.1 of the California Building Code is hereby amended to read as follows:

Inspections shall be governed by Section 110, Chapter 1, Division II of this code and requirements established, by approved policies and procedures of the Engineering Division. An engineer shall provide grading inspections and certifications for the work.

G. CBC Appendix J, Section J109.4 of the California Building Code is hereby amended to have the following sentences added at the end of the section:

For Single Family Lot Drainage

1. Whenever possible, drainage from single family lots shall flow directly to a street.

2. If it should be determined necessary to allow offside drainage to flow through a single family lot (to preserve down lot views, aesthetics, accept flow from offsite property, etc.), the following shall apply:

    a. Drainage from only one lot shall flow through only one other lot.

    b. A drainage easement shall be provided/obtained over the lot accepting the drainage.

    c. The drainage shall be contained within either a concrete/rock lined swale or a reinforced concrete pipe.

    d. The drainage facility shall be designed with excess capacity to account for the probable lack of necessary maintenance. Therefore, it shall be designed to convey two times the runoff from a 100-year storm with the minimum diameter for a pipe being 12 inches.

H. CBC Appendix J Section J110.3 entitled "Temporary erosion control during construction", is hereby added to read as follows:

The permittee shall put into effect and maintain all precautionary measures necessary to protect adjacent watercourses and public or private property from damage by erosion, flooding, and deposition of mud or debris origination from the site during the grading operation regardless of lot size.

I. CBC Appendix J Section J112 entitled "Protection of adjacent property" is hereby added to read as follows:

During grading operations, the permittee shall be responsible for the prevention of damage to adjacent property and no person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without supporting and protecting such property from settling, cracking, or other damage which might result.

J. CBC Appendix J Section J113 entitled "Dust control" is hereby added to read as follows:

The owner of the site or the project contractor shall put into effect and maintain all precautionary measures necessary to prevent dust blowing from the site to adjacent properties. Prior to the permit issuance, dust control sign and required contact information as required by the department's policy shall be installed at the site.

15.04.070: VIOLATION; PENALTY:

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any residential building in violation of this chapter. Such person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punishable by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

CHAPTER 15.06

RESIDENTIAL BUILDING CODE

SECTIONS:

15.06.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.06.020: Work exempt from permit
15.06.030: Temporary Occupancy
15.06.040: Board of Appeals
15.06.050: Geotechnical Evaluation
15.06.060: Minimum Roof Classification
15.06.070: Swimming Pool Safety
15.06.080: Violation; Penalty

15.06.010: DOCUMENTS ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the 2022 California Residential Code including Chapters 1, 4, and 9 (as amended), and Appendices AH, AJ, AS, and AX (as amended) are adopted as the residential code of the City and all of the regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.06.020: WORK EXEMPT FROM PERMIT:

CRC chapter 1, division II, section R105.2 (2) and (3) is hereby deleted and rewritten to read as follows:

See Redlands Municipal Code, Title 15, Chapter 15.06.20(A)

15.06.030: TEMPORARY OCCUPANCY:

CRC chapter 1, division II, section R110.4 is hereby deleted in its entirety and rewritten to read as follows:

See Redlands Municipal Code, Title 15, Chapter 15.04.020(H) for additions and amendments to this section.

15.06.040: BOARD OF APPEALS:

CRC chapter 1, division II, section R112 is hereby deleted in its entirety and rewritten to read as follows:
See Redlands Municipal Code, Title 15, Chapter 15.04.020(L)(M) for additions and amendments to this section

15.06.050 GEOTECHNICAL EVALUATION

CRC Chapter 4 Division II Section R401.4.1 of the California Residential Code is hereby amended by adding a sentence at the end of the section to read as follows:

> A geotechnical or soil report is required for the new construction or when the aggregate size of additions to the original structure exceed 50%.

15.06.060 MINIMUM ROOF COVERING CLASSIFICATION

A. CRC chapter 9, subsection 902.1.1 shall be amended in part in terms of being retitled as follows:

> Roof Coverings within the fire hazard areas as designated by the City of Redlands Fire Chief on the Fire Hazard Map.

B. CRC chapter 9, division II, section R902.1.3 of the California residential code is hereby amended to read as follows:

> The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be fire-retardant roof covering that is at least Class B.

C. The remainder of the subsection shall remain unchanged.

15.06.070 SWIMMING POOL SAFETY

A. CRC appendix AX, section 115922 is hereby amended to read as follows:

> Except as provided in Section 115925, when a building permit is issued for the construction of a new pool and/or spa or the remodeling of an existing pool and/or spa at a private single family home, the respective swimming pool and/or spa shall be equipped with item #1 and at least one addition of the following seven drowning prevention features:

B. CRC appendix AX, section 115923 is hereby amended to read as follows:

> An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have its door openings equipped with protection as required in 115922 (a) #4 or #5. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

15.06.080 VIOLATION; PENALTY

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

CHAPTER 15.08

CALIFORNIA PLUMBING CODE

SECTIONS:

15.08.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.08.020: BOARD OF APPEALS
15.08.030 BUILDING SEWERS
15.08.040 PRIVATE SEWAGE DISPOSAL SYSTEMS
15.08.050: VIOLATION; PEANALTY

15.08.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Plumbing Code, 2022 Edition, including Chapter 1, Division II (as amended) with Appendices, is adopted as the Plumbing Code of the City and all of the regulations, provisions, conditions and terms of the California Plumbing Code are referred to and are adopted and made part of this chapter.

15.08.020 BOARD OF APPEALS.

CPC Chapter 1, Division II, Section 107, is hereby deleted in its entirety and rewritten to read as follows:

> The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Plumbing Code.

15.08.030 BUILDING SEWERS

CPC Chapter 7, Division II, Section 713.4 is deleted in its entirety and rewritten as follows:

> 713.4 Public Sewer Availability.
>
> The public sewer shall be considered as not being available where such public sewer is more than two hundred (200) feet for the first dwelling unit and an additional one hundred (100) feet for each subsequent dwelling unit from the nearest point of the property that is served by such public sewer. A property owner, or his authorized representative, may request in writing a waiver based upon technical infeasibility due to site constraints. This request shall be reviewed by the Chief Building Official and a determination given in writing.

15.08.040: PRIVATE SEWAGE DISPOSAL SYSTEMS:

CPC chapter 1, division II, chapter 7 section 721.2.1 are hereby added to read as follows:

721.2.1 Location of private sewage disposal systems.

> All components of an onsite waste water treatment system shall be located in the front yard area as defined in Redlands Municipal Code.
>
> Exception: If site constraints exist that prevent the placement of the onsite waste water treatment system in the front yard an alternate location providing vehicle access for the future replacement and servicing shall be provided. If vehicle access is not provided as a

result of structures or topography, then both the primary and 100% expansion effluent dispersal fields shall be installed.

15.08.040 VIOLATION; PENALTY.

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

CHAPTER 15.10

CALIFORNIA ELECTRICAL CODE

SECTIONS:

15.10.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.10.020: APPEALS BOARD
15.10.040: ELECTRIC FENCES
15.10.040: USED MATERIAL
15.10.050: TRAILERS, MOBILHOMES, COMMERCIAL COACHES AND HOUSE CARS:
15.10.060: VIOLATION–PENALTY

15.10.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Electrical Code, 2022 Edition and Annexes thereto, is adopted as the Electrical Code of the City and all regulations, provisions, conditions, and terms of such electrical code and amendments are referred to and adopted and made a part of this chapter.

15.10.020 BOARD OF APPEALS.

CEC Article 89, Section 89.108.8 shall be deleted in its entirety and shall be rewritten to read as follows:

> Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Electric Code.

15.10.030 ELECTRIC FENCES:

CEC article 90, section 90.10 is hereby added to read as follows:

> It is unlawful to install any type of electric fence within the city of Redlands. Prohibited electric fences include, but are not limited to, those energized by battery, generator or electrical utility.

15.10.040 USED MATERIAL:

CEC Article 90, Section 90.11 is hereby added to read as follows:

> Previously used electrical material shall not be reused without prior written approval of the Chief Building Official.

15.10.050 TRAILERS, MOBILEHOMES, COMMERCIAL COACHES AND HOUSECARS:

CEC Article 90, Section 90.12 is hereby added to read as follows:

> Trailers, mobile homes, and commercial coaches being utilized for construction projects as defined in title 8, chapter 8.20 of the Redlands Municipal Code which connect to temporary power shall comply with the city's adopted electrical code. Trailers, mobile homes, commercial coaches and house cars connected to an electrical source shall obtain an electrical permit prior to the placement and inspections.

15.10.060 VIOLATION; PENALTY

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any electrical system in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

CHAPTER 15.12

CALIFORNIA MECHANICAL CODE

SECTIONS:

15.12.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.12.020: BOARD OF APPEALS
15.12.030 VIOLATION; PENALTY

15.12.010 DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Mechanical Code, 2022 Edition, including Chapter 1, Division II (as amended) with Appendices, is adopted as the mechanical code of the City and all of the regulations, provisions, conditions and terms of the California Mechanical Code are referred to and are adopted and made part of this chapter.

15.12.020 BOARD OF APPEALS.

CMC Chapter 1, Division II, Section 107.1 of the California Mechanical Code is hereby deleted in its entirety and rewritten to read as follows:

> The Board of Appeals and the procedures concerning its operation as described in Title 15, Chapter 15.04 of the Redlands Municipal Code, shall also apply to all appeals resulting from the administration of the California Mechanical Code.

15.12.030 VIOLATION; PENALTY.

It is unlawful for any person, firm, corporation, partnership, or entity to do or permit the following: erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing in violation of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction such person may be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.16

CALIFORNIA GREEN BUILDING STANDARDS CODE

SECTIONS:

15.16.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.16.020: VIOLATION; PENALTY

15.16.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Green Building Standards, 2022 Edition, is adopted as the Green Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.16.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.18

CALIFORNIA ENERGY CODE

SECTIONS:

15.18.010: DOCUMENT ADOPTED BY REFERENCE; COPIES ON FILE
15.18.020: VIOLATION AND PENALTY

15.18.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the city clerk of the city marked and designated as the California Energy Code, 2022 edition, is adopted as the Energy Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this chapter.

15.18.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.22

CALIFORNIA HISTORICAL BUILDING CODE

SECTIONS:

15.22.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.22.020: VIOLATION; PENALTY

15.22.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Historical Building Code, 2022 Edition, is adopted as the Historical Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.22.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Chapter 15.23

CALIFORNIA EXISTING BUILDING CODE

SECTIONS:

15.23.010: DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE
15.23.020: VIOLATION; PENALTY

15.23.010 DOCUMENT ADOPTED BY REFERENCE - COPIES ON FILE.

That certain document on file in the office of the City Clerk of the City marked and designated as the California Existing Building Code, 2022 Edition, is adopted as the Existing Building Code of the City and all of the mandatory regulations, provisions, conditions and terms of such code and amendments are referred to and are adopted and made part of this Chapter.

15.23.020 VIOLATION; PENALTY.

It is unlawful for any person, firm or corporation to violate or allow violations of any mandatory requirement of this chapter. Every person who violates any of the provisions of this chapter is guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and

every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Upon conviction, such person may be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

EXHIBIT "B"

Chapter 15.60

SAFETY ASSESSMENT PLACARDS

Sections:

15.60.010 Purpose.
15.60.020 "Safety Assessment" Defined.
15.60.030 Application of Provisions.
15.60.040 Placards.

15.56.010 Purpose.

A. It is the purpose of this chapter to establish standard placards to be used to indicate the condition of a building or structure for continued occupancy after any natural or manmade disasters. The chapter further authorizes the Chief Building Official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

15.56.020 "Safety Assessment" Defined.

B. "Safety assessment" means a visual, nondestructive examination of a building or structure for the purpose of determining the condition of the building or structure for continued occupancy.

15.56.030 Application of Provisions.

C. The provisions of this chapter are applicable, following each natural or manmade disaster, to all buildings and structures of all occupancies regulated by the City of Redlands. The council may extend the provisions as necessary.

15.56.040 Placards.

D. The following are verbal descriptions of the official jurisdiction placards to be used to designate the condition for continued occupancy of buildings or structures. Copies of actual placards are available in the Building Division office and adopted by reference.

1. "INSPECTED - Lawful Occupancy Permitted" (Green Placard). The placard describing this condition is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure. Occupants should always be cautious of potential hazards following any natural or manmade disasters.

2. "RESTRICTED USE - Off-Limits to Unauthorized personnel" (Yellow Placard) The placard describing this condition is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.

3. "UNSAFE - Do Not Enter or Occupy" (Red Placard) The placard describing this condition is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the building official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.

E. In addition to the above descriptive conditions, each placard shall also contain the city Building and Safety Division's address and telephone number along with the Ordinance number of this city chapter.

F. Once the placard has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the building official or upon written notification from the city building and safety division. It is unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

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

DATE: 11/01/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the non-professional service agreement with General Pump Company to provide groundwater well and booster pump maintenance and repair services on an as-needed basis for an amount not-to-exceed $1,125,000 and determination that approval of the agreement is exempt from environmental review pursuant to Section 15301(b) 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 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

2. I move that the City Council move to approve 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.

RECOMMENDATION:

Staff recommends that City Council determine approval of the non-professional service agreement with General Pump Company for groundwater well and booster pump maintenance and repair services on an as-needed basis is exempt from environmental review pursuant to section 15301(b) of the State's Guidelines implementing the California Environmental Quality Act, and approve the agreement with General Pump Company for an annual amount not-to-exceed $375,000 for a total potential amount of $1,125,000.

DISCUSSION:

The City's water production system includes forty-five (45) potable and non-potable groundwater wells, thirty-eight (38) booster pumps and two (2) surface water treatment plants to serve more than 85,000 customers within and adjacent to Redlands. The groundwater wells and booster pumps are operated by high horsepower motors to deliver water at high flowrates and pressures throughout the Redlands water service area. Mechanical and electrical components require frequent routine maintenance to reduce the potential for malfunction and prevent equipment failure. Repairs associated with equipment failures typically exceed staff resources and repair capabilities. During emergencies, staffing may be even more limited, and support from a qualified groundwater well and booster pump contractor is often necessary.

In accordance with Redlands Municipal Code 2.16.180, staff issued a Request for Bids (RFB) for groundwater well and booster pump services on an as-needed basis in early-August 2022. The RFB requested unit prices for single quantities of typical services for bid comparison only. Actual costs will be determined as services are needed throughout the year. On August 25, 2022, staff received proposals from the following six (6) vendors:

VENDOR	LOCATION	BID TOTAL	SAFETY REQUIREMENTS MET
Legend Pump & Well Service	San Bernardino, CA	$16,456.00	NO
General Pump Company	San Dimas, CA	$19,680.00	YES
Southwest Pump & Drilling, Inc.	Coachella, CA	$27,537.00	NO
Layne Christensen Company	Redlands, CA	$51,572.00	NO
Brax Company, Inc.	Valley Center, CA	$65,079.30	YES
RE Chaffe Construction, Inc.	Wrightwood, CA	$65,870.00	YES

Although Legend Pump and Well Service submitted the lowest cost proposal, their Contractor Safety Plan and Safety Questionnaire did not meet the minimum requirements of the City's Risk Management Division. Therefore, this bid was rejected. General Pump Company submitted the second lowest cost proposal. Staff reviewed the General Pump Company proposal and determined that all bid requirements were met. Staff recommends City Council approval of a non-professional service agreement with General Pump Company for an amount not-to-exceed $375,000 during the initial one (1) year term. The Agreement may be extended for two (2) additional one (1) year terms for a total potential cost of $1,125,000.

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 (CEQA).

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:
Ashley Rosario, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	2022-23
Revenue Generating:	NO
Appropriation Required Y/N:	N
Amount:	1,125,000
Budgeted Y/N:	Y
Account No.:	501900 & 531900

Discussion:

There is no fiscal impact associated with this action. This service is included in the FY 22/24 MUED Budget. Funding for services in the final extension year will be included in the appropriate MUED Budgets if necessary.

Attachments

A. Service Agreement
B. Bid Report
C. Bid Proposal

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of well and booster on-call services ("Agreement") is made and entered in this 1st day of November 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and General Pump Company, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform well and booster on-call services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of three hundred seventy-five thousand dollars ($375,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of three hundred seventy-five thousand dollars ($375,000) for the first Extended Term; and three hundred seventy-five thousand dollars ($375,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one million one hundred twenty-five thousand dollars ($1,125,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk	Tom Nanchy, Sr. Project Manager
City of Redlands	General Pump Company
35 Cajon Street	159 N. Acacia Street
P.O. Box 3005 (mailing)	San Dimas, CA 91773
Redlands, CA 92373	tnanchy@genpump.coml
jdonaldson@cityofredlands.org	(909) 599-9606
(909) 798-7531	(909) 599-6238

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

GENERAL PUMP COMPANY, INC.

By: _____
Tom Nanchy, Sr. Project Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Perform Well and Booster On-Call Services consistent with industry standards and best practices.

Services including, but not limited to.

- Engineering, hydrogeologists, machinists, electrical, fabrication and field technician support as needed.
- Well and booster pump inspections and teardowns, troubleshooting, maintenance, and rehab activities, including complete equipment replacements, brush & bail, test pumping and well development, video surveys, chemical treatments, well liners and complete engineering alternatives and solutions.
- Emergency repairs

All work and general conditions shall be performed in accordance with the current Standard Specification for Public Works Construction (the Green Book), the California State Water Resources Control Board, the American Water Works Association (AWWA) and the National Electrical Manufactures Association (NEMA) Standards. Materials provided (where applicable) shall be in accordance with the NSF/ANSI 61.

Contractor shall always secure each site and equipment within their scope of work throughout the duration of work. Contractor shall also be responsible (where applicable) for National Pollutant Discharge Elimination System (NPDES) and site generated waste disposal.

DELIVERY SCHEDULE

As needed.

PERFORMING SERVICES

Emergency work requests shall be performed no later than 48 hours after the initial request. Contractor shall be capable of working continuously during emergency requests. All other requests shall be scheduled with the contractor and scope of work defined prior to a notice to proceed. The contractor shall provide a cost proposal with the scope of work for all non-emergency work and obtain approval from the city prior to start of any work.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and GENERAL PUMP COMPANY(hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Well & Booster On-Call Services (the "Work"), which said agreement, dated November 1, 2022, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Two Hundred and Fifty Thousand Dollars ($250,000) 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.

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( ) _____

EXHIBIT "C"

("Fee Schedule/ Price and Fee Bid")

PRICE AND FEE BID

BID #20220811-PM

Line Item	Item Description	Crew Size	Unit	Rate
1	Field Service Truck	1 Man	Per Standard Hour	$ 170.00
2	Pump Rig & Field Service Truck	2 Men	Per Standard Hour	$ 405.00
3	Pump Rig & Field Service Truck	2 Men	Per OT Hour	$ 515.00
4	Pump Rig & Field Service Truck	3 Men	Per Standard Hour	$ 565.00
5	Pump Rig & Field Service Truck	3 Men	Per OT Hour	$ 695.00
6	Pump Rig & Field Service Truck	4 Men	Per Standard Hour	$ 585.00
7	Pump Rig & Field Service Truck	4 Men	Per OT Hour	$ 715.00
8	Up to 30 Ton Swing Cab Crane	4 Men	Per Standard Hour	$ 485.00
9	Up to 30 Ton Swing Cab Crane	4 Men	Per OT Hour	$ 595.00
10	30 Ton and above Swing Cab Crane	4 Men	Per Standard Hour	$ 745.00
11	30 Ton and above Swing Cab Crane	4 Men	Per OT Hour	$ 925.00
12	Up to 30 Ton Fixed Cab Crane	3 Men	Per Standard Hour	$ 390.00
13	Up to 30 Ton Fixed Cab Crane	3 Men	Per OT Hour	$ 540.00
14	30 Ton and above Fixed Cab Crane	3 Men	Per Standard Hour	$ 640.00
15	30 Ton and above Fixed Cab Crane	3 Men	Per OT Hour	$ 785.00
16	Test Pump & Operator 0 - 300 HP Motor	1 Man	Per Standard Hour	$ 205.00
17	Test Pump & Operator 301 - 500 HP Motor	1 Man	Per Standard Hour	$ 250.00
18	Engineering Labor	1 Man	Per Standard Hour	$ 10.00
19	Engineering Labor	1 Man	Per OT Hour	$ 15.00
20	Electrician Labor	1 Man	Per Standard Hour	$ 170.00
21	Electrician Labor	1 Man	Per OT Hour	$ 225.00
22	Programmer Labor	1 Man	Per Standard Hour	$ 170.00
23	Programmer Labor	1 Man	Per OT Hour	$ 225.00
24	Machinist Labor	1 Man	Per Standard Hour	$ 105.00
25	Machinist Labor	1 Man	Per OT Hour	$ 145.00
26	Welder Labor	1 Man	Per Standard Hour	$ 105.00
27	Welder Labor	1 Man	Per OT Hour	$ 145.00
28	Fabricator Labor	1 Man	Per Standard Hour	$ 170.00
29	Fabricator Labor	1 Man	Per OT Hour	$ 225.00
30	Pump Mechanic Labor	1 Man	Per Standard Hour	$ 105.00
31	Pump Mechanic Labor	1 Man	Per OT Hour	$ 145.00
32	General Shop Labor	1 Man	Per Standard Hour	$ 90.00
33	General Shop Labor	1 Man	Per OT Hour	$ 130.00
34	General Field Labor	1 Man	Per Standard Hour	$ 120.00
35	General Field Labor	1 Man	Per OT Hour	$ 170.00
36	**SUM TOTAL (LINE 1 THRU 35)**			$ 11,680.00

Line Item	Item Description	*(A) Material and Sub-contractor (not to exceed) Markup %	**(B) Material and Sub-contractor (for bidding purposes) Unit Cost	(A x B) Material & Sub-contractor Total
37	**Electrical (Including but not limited to) –** Electrical materials, supplies and components (includes motors, motor controls, starters, VFDs, PLCs & SCADA devices, and related electrical hardware)	25%	$10,000	$ 2,500.00
38	**Pumping & Mechanical Equipment (Including but not limited to) –** Pump materials, supplies and components (includes tube & shaft, column pipe, pump discharge heads, bowl and booster pump assemblies, control valves, meters, and related hardware)	30%	$10,000	$ 3,000.00
39	**Sub-Contractors & Support Services (Including but not limited to) –** Electrical, programming, engineering, video logs, hydrological & geological services, lab analysis, site security, waste disposal, spinner & dye tracer studies and other miscellaneous services	25%	$10,000	$ 2,500.00
40			**SUM TOTAL (LINE 37 THRU 39)**	$ 8,000.00

*Column (A) "Material and Sub-contractor (not to exceed) Markup %"- shall be the "not to exceed" percentage used in an agreement/contract (see Exhibit "B" for example agreement template). The awarded contractor shall abide by and verify the not to exceed percentage value costs per item when invoicing or as requested by the City.
**Column (B) "Material and Sub-contractor (for bidding purposes) Unit Cost" - is an example unit value used for bidding purposes. It is not an implied or acknowledged unit value for services or a commitment to pricing for said item descriptions.

LAST MINUTE ADDITIONS/DEDUCTIONS* N/A BID ITEM No.

LAST MINUTE ADDITIONS/DEDUCTIONS* BID ITEM No.

BID SCHEDULE TOTAL (LINE 36 + LINE 40): $ 19,680.00

BID SCHEDULE TOTAL WRITTEN IN WORDS: Nineteen Thousand Six Hundred and Eighty Dollars

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.

GENERAL PUMP COMPANY, INC.

By:_____ Date: _____

Tom Nanchy, Sr. Project Manager

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **25th day of August, 2022 at 10:00 a.m.** on behalf of the Municipal Utilities & Engineering Department for **Well & Booster Pump On-Call Services Project No. 20220811-PM**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (N/A)	Total Bid Amount
1	Legend Pump & Well Service, San Bernardino, CA	Yes	No	N/A	$16,456.00
2	General Pump Company, San Dimas, CA	Yes	No	N/A	$19,680.00
3	South West Pump & Drilling, Inc., Coachella, CA	Yes	No	3	$27,537.00
4	Layne Christensen Company, Redlands, CA	Yes	No	N/A	$51,572.00
5	Brax Company, Inc., Valley Center, CA	Yes	No	N/A	$65,079.30
6	RE Chaffe Construction Inc., Wrightwood, CA	Yes	No	N/A	$65,870.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario

GENERAL PUMP COMPANY

159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

Request for Bid

Well & Booster Pump On-Call Services

Bid No. 20220811-PM

August 25, 2022 @ 10:00 am

Prepared by

Tom Nanchy
General Pump Company, Inc.

For The

City of Redlands

35 Cajon St. Suite 4
Redlands, CA 92373

COPY

PART 2

REQUEST FOR BID #20220811-PM
Well & Booster Pump On-Call Services

BID DOCUMENTS COVER PAGE						
Name of Firm, Entity or Organization: General Pump Company						
Federal Employer Identification Number (EIN): 95-3551896 **State of California License Number (if applicable):** 496765 **Name of Contact person:** Tom Nanchy **Title:** Sr. Project Manager **Email address:** tnanchy@genpump.com						
Mailing Address: 159 N Acacia Street **Street Address (if different):** **City, State, Zip:** San Dimas, CA 91773 **Telephone:** 909-599-9606 **Fax:** 909-599-6238						
Organization: (check one)	**Corporation:**	☒	**Proprietorship:**	☐	**Other:**	☐
	Partnership:	☐	**Joint Venture:**	☐		
If Corporation: **Date of Incorporation:** **State of Incorporation:** California **States Registered in as Foreign Corporation:** N/A						
Authorized Signature: **Print Name:** Tom Nanchy **Signature:** Tom Nanchy **Title:** Sr. Project Manager **Phone:** 909-599-9606						
This document must be completed and returned with your submittal.						

BIDDER CERTIFICATION	
Well & Booster Pump On-Call Services	
Submit To: City of Redlands Office of the City Clerk 35 Cajon Street, Suite 4 Redlands, CA 92373	**City of Redlands** **Request for Bid (RFB Certification And Addenda Acknowledgment**
DUE DATE: Thursday August 25, 2022	**DUE TIME:** 10:00 AM
REQUEST FOR BID #20220811-PM	
BIDDER NAME: General Pump Company Inc.	**PHONE NUMBER:** 909-599-9606
BIDDER MAILING ADDRESS: 159 N Acacia Street	**FAX NUMBER:** 909-599-6238
CITY/STATE/ZIP San Dimas, CA 91773	**E-MAIL ADDRESS:** tnanchy@genpump.com

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

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

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

Authorized Bidder Name, Title (Print)	Authorized Signature	Date
Tom Nanchy, Sr. Project Manager		8/25/22

This form must be completed and returned with your Submittal

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	Michael Bodart
TITLE	President / Director of Engineering
OFFICE PHONE	909-599-9606
CELL	909-599-9606
FAX	909-599-6238
HOURS AVAILABLE	7am - 3pm
CONTRACT MANAGER	
NAME	Tom Nanchy
TITLE	Sr. Project Manager
OFFICE PHONE	909-599-9606
CELL	909-721-1587
FAX	909-599-6238
HOURS AVAILABLE	7am - 4pm
ALTERNATE CONTACT	
NAME	Michael Garcia
TITLE	Project Manager
OFFICE PHONE	909-599-9606
CELL	909-721-5534
FAX	909-599-6238
HOURS AVAILABLE	7am - 4am
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	Tom Nanchy / Fernando Munoz
TITLE	Sr. Project Manager / Operation Manager
OFFICE PHONE	909-599-9606
CELL	909-721-1587 / 909-721-1577
FAX	909-599-6238
HOURS AVAILABLE	24 Hrs

STATEMENT OF "NO-PROPOSAL RESPONSE"

City of Redlands

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

City of Redlands, Municipal Utilities and Engineering Department
35 Cajon Street Ste. 15A, Redlands, CA 92373
Attn: Paul Mariscal, Water Operations & Maintenance Superintendent

We, the undersigned, have declined to submit a proposal on your **RFB: #20220811-PM**
Well & Booster Pump On-Call Services

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

_____ Insufficient time to respond to Request for Proposals.

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

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

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

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks: _____

N/A

Company Name: _____

Address: _____

Signature and Title: _____ Title: _____

Telephone Number: _____ Date: _____

GENERAL PUMP COMPANY

EXECUTIVE SUMMARY / TEAM ORGANIZATION

Step 1: Calls for service are taken by one of our engineers. This step is important and based on the issue may require further field inspections, testing, evaluation of data (City and GPC), and a meeting with one of our experienced engineers.

Based on our evaluation, we will submit options for the City to consider. Each option requires a discussion of ***Risk, Benefit, and Cost.*** As more information and test data becomes available, the course of action may change. Each change requires GPC's engineers to reevaluate and discuss options.

President/Director of Engineering (35 plus years' experience): General oversight of all GPC projects and project management team, and engineering.

Project Managers / Engineers (30-40 years' experience) (Outside): Meet with customers, prepare solutions and options, and evaluate system problems along with pump and well problems.

Project Managers / Engineers (10-25 years of experience) (Inside): Answer customer's technical questions, perform engineering, support outside project managers / engineers, and work closely with our field foremen, job plans and schedules.

Operation Manager (40 years of experience): General oversight of field and shop operations; includes quality control, technical assistance, and equipment allocations for projects.

Senior Pump Engineer (40 years of experience): Performs detailed engineering evaluations, pump inspections, and submits recommendations to project managers / engineers.

Professional Geologist (14 years of experience): Reviews well rehabilitation processes, down hole testing, and submits recommendations.

Field Technicians, Foremen, Electricians, Certified Welders, Certified Crane Operators, and 40-hour HAZMAT certified (10-30 years experience): Play an important role in the job planning, inspections, quality control, and solutions to the issues being discussed.

General Pump Company acquires only professional and experienced personnel to service our customers.

GENERAL PUMP COMPANY

QUALIFICATIONS, EXPERIENCE, AND UNDERSTANDING OF THE PROJECT

CAPABILITIES

General Pump Company, Inc. is a Professional Well Redevelopment and Pump Equipment contractor located in San Dimas and Camarillo, California. The Engineering staff, field support and service crews, and office support staff are 100% dedicated to well evaluation and rehabilitation, and pump equipment evaluation and services.

The technical staff at General Pump Company, Inc. has worked in almost every aspect of the well and pump industries. This diverse experience provided us with unique qualifications to serve our customers and provide them with solution-oriented approaches to get their system back into operation. Our engineers and Hydrogeologist have all worked in the drilling and design segment of the water, and/or oil and gas industries, and many of our shop and support technicians have worked for major pump manufactures.

General Pump Company, Inc. employs only experienced Engineers, Hydrogeologist and Technical Field Personnel that can offer Customers assistance in the following areas:

- Assess Well Yields to Minimize Operating and Maintenance Costs
- Determine the Efficiency of Production and ASR Wells and Pumps
- Engineered Pump and Well Equipment
- Pump Facility Design and Construction / Booster Facility Design and Construction
- Pipeline Design and Construction
- Appropriate Mechanical and Chemical Redevelopment
- Periodic Monitor and Maintenance Programs
- Water Quality and Production Solutions / Well System Optimization
- Engineered Pump Suctions
- Pump and Motor Repair / Custom Pump Design and Machining
- Electrical, SCADA and Transducer Support
- Casing Repair and Swedging
- Video and Geophysical Logging Support

General Pump Company, Inc., an Engineering Service Company, is dedicated to supporting the ongoing needs of the Water Industry, and committed to providing:

- Solution-oriented engineering using problem-solving techniques by degreed Engineers with diverse well system and groundwater experience, and pump application engineers from major pump manufacturing companies.
- Full-time machine shop, staffed with experienced personnel capable of building and repairing standard and custom pump equipment and specialty products.
- Self-contained chemical trailers to include safety support and operational controls.
- Trained and certified operators for periodic monitoring and maintenance programs.
- In-house training facility and training programs for customers and our own personnel.
- Strong project and construction management for any size project.
- Instant communications with cellular radio/phones for all staff, engineering, technical, field and shop personnel, resulting in better services at a reduced risk and overall cost.
- Modern, safe and reliable equipment with the **Only Telescoping Well Rigs with Spudders** in the industry which are required for effective redevelopment of wells in pump houses.

GENERAL PUMP COMPANY

SAFETY

Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past years, General Pump Company, Inc. has had minimal loss of time for work related injuries

ANNUAL CONTRACTS

Award of an Annual Contract is a great honor and to have an Annual Contract renewed year after year is the greatest complement to a service company. It proves that the contractor has met or exceeded the customers' set goals and expectations. General Pump Company, Inc. has been selected by over 45 cities in Southern California to maintain their well and pumping systems. We have more Annual Contracts with cities than all our competitors combined. Additionally, General Pump Company, Inc. is the primary contractor or sole-source contractor for 15 private utilities and water districts. Most of these are multi-year contracts having been renewed several times over.

MACHINE SHOP CAPABILITIES

General Pump Company, Inc. is the only well and pump Service Company in Southern California that builds 100% of our bowl assemblies. This level of expertise, along with our in-house machining, allows us to supply or repair with a greater level of knowledge that your pump equipment will be reliable and efficient.

Our repair and fabrication facility maintains the most complete line of lathes, welding and associated machining tools.

General Pump Company, Inc. has an expansive repair and fabrication facility. This facility has proven to be invaluable during our 69 years of business, since many pump and motor repairs require a strong interface between machining, welding and electrical support in order to be completed. We have three major groups within our repair and fabrication facility that allow us to serve your needs in a variety of ways:

- **Fabrication and Machining:** Including lathes, milling machines, grinders, balancing machines, flame welding, gas and electric welding, heli-arc, etc. We perform welding on steel, aluminum, brass, cast iron, resurfacing, and custom work.

  We repair all types of pumps by all manufacturers in our facility up to approximately 24-inch impeller diameter for single and multi-stage Horizontal Pumps and 30-inch diameter for Vertical Turbine Pumps.

- **Assembly:** In general, the pumps we supply are designed and manufactured by General Pump Company at one of our Engineering Service Centers. Assembly of pumps assures the highest quality product, with the assurance that it is built correctly and will meet the design criteria specified.

- **Field Services:** This service has helped us establish ourselves as well and pump problem solvers since many operational problems can be traced to poor installation practices. Having the proper diagnostic equipment and knowing how to use it distinguishes us as "The Leader in Well and Pump Services".

GENERAL PUMP COMPANY

MACHINE SHOP CAPABILITIES *(Continued)*

Precision Alignment - We've invested in the latest Precision Alignment technology and have established a growing list of customers who use us for these services.

Removal, Installation, Mechanical and Startup - We perform field-testing, removal, installation and machining services to offer a turnkey pump service.

General Pump Company, Inc. can provide you with high quality workmanship to meet your water supply needs. Our highly skilled employees can also perform repairs on many types of well and booster pumps.

Pump Repair
Booster
End Suction
Horizontal Split Case
Vertical Turbine
Right-Angle Drive

Machine Shop
Shaft Manufactured: Pumps & Motors, Precision Straightening, Electrical Motors
Sleeves Made: Bronze, Mild Steel, Stainless Steel
Threads and Tapping

Impeller Rebuilding
Balancing, Trimmed Eyes & Flanges

Mechanical Seals
Re-Machine Seat, High Pressure, High High Temperature

Electric Motors
New & Overhauled, Rewound, Balanced, Custom Bases, Shaft Repaired Upgrades

EQUIPMENT AND FIELD SERVICE

General Pump Company, Inc. maintains a full service machine shop, clean and safe rigs and cranes are a minimum requirement for reliability, quality workmanship and safety.

General Pump Company, Inc. has several trucks fully loaded with essential equipment to handle many urgent repairs in the field. Our well and pump service crews are always ready and willing to assist your Water Utility with making a repair to keep your well and booster facilities running. Just let us know and we will be on the way, ready to provide you with the highest quality service available.

General Pump Company, Inc. has the newest fleet of rigs and equipment in Southern California. Maintenance and repairs are made at our San Dimas and Camarillo Facilities to make sure our field operations can safely and efficiently respond to our customer's needs. Below are the benefits to our customers.

- Reliable work - In water emergencies, it is important that this large equipment is ready to respond without breakdowns.
- Safety - Our new equipment is not likely to malfunction resulting in major damage or possible injuries.
- The most up-to-date equipment to assemble the Customers' pumps.

General Pump Company, Inc. has the only telescoping pump rigs in Southern California.

GENERAL PUMP COMPANY

General Pump Company, Inc. has chemical treatment equipment with fully operational safety equipment that includes eyewash and shower, along with other special redevelopment tools, which allow General Pump Company, Inc. to perform the most cost-effective cleaning to your wells.

-oOo-

GENERAL PUMP COMPANY

KEY PERSONNEL

MICHAEL G. BODART, PRESIDENT / DIRECTOR OF ENGINEERING

Academic Background
University of Missouri - Bachelor of Science in Civil Engineering
Post Graduate C.E. Courses in Geohydrology, University of Southern California

Certifications
1999-Byron Jackson Training Certificate
1998-Grade 1 & 2 Distribution and Treatment Certificates
1998-Engineering "A" License
1995-Dale Carnegie Course
1995-Mackay Pump Rehabilitation Certificate
1992-Golden State Pump Technical Training Certificate
1990-Completed Graduate C.E. Courses in Geohydrology at U.S.C.
1986-Layne & Bowler Pump School Certification
1986-Baroid 1-week Drilling Fluid Technology Course Certification
1985-National Water Works Correspondence Course Certification

Professional Present Experience
General Pump Company, Inc. - President / Director of Engineering - 1993-

Layne Western - Regional Engineering and Sales Manager (4 offices)
Federal Highway Administration - Civil Engineer

Professional Presentations
Michael G. Bodart (Mike Bodart) is recognized as an expert in the field of pump engineering and well rehabilitation in southern California. He has been invited to speak for numerous professional water related associations and conventions. Has been speaking professionally for more than 34 years and has presented in nationally known associations such as AWWA, Tri-State, Southern California Water Utility Association, Inland Water Works Association, Groundwater Resources Association and Central Coast Water Association. In 1992, Mike was part of a selected six-person panel of engineers who met in Kansas City to assist in training nationwide engineers in the water well pump business.

THOMAS A. NANCHY, SR. PROJECT MANAGER / PROJECT ENGINEER

2004-Byron Jackson Training Certificate
1989-Dale Carnegie Course
1992-Golden State Pump Technical Training Certificate
1986-Layne & Bowler Pump School Certification
1994-Baroid 1-week Drilling Fluid Technology Course Certification
1998-National Water Works Correspondence Course Certification
1994-Goulds Pump Course
2020-BNSF Safety Course

Professional Experience
Tom Nanchy, Sr. Project Manager, has been in the well and pump industry for over Forty (40) years. Throughout his professional career, he has been involved with hundreds of well rehabilitations and is highly regarded in the industry. His wide range of experience allows him to solve many difficult well and pump

issues and provide options. He has also spoken at many professional organizations throughout California with regards to well maintenance and well rehabilitations. Tom is AWWA certified pump installer and a certified pump installer for Large Water Systems (NGWA). He is factory trained and certified by Byron Jackson and Cla-Valve. Tom also holds a certificate with the Mine Safety and Health Administration (MSHA).

WALTER "RAY" REECE JR. BSBM-BSBA, GENERAL MANAGER

Professional Experience Combined over 40 years of experience managing businesses providing well rehabilitation, maintenance, well drilling, coring, pump manufacturing, and investigative drilling in the environmental, mining, energy and water resource industries. Earned two Bachelor of Science degrees in Business Administration and Management including a Finance focus. Identified, developed and negotiated contracts with private, public and governmental agencies to safely and successfully provide well rehabilitation technologies, pump and motor maintenance, drilling and construction services for a variety of applications. Ray has devoted time to technological transfers of information by conducting industry related seminars and guest lecturing at High Schools, Colleges, Universities, SME, AWWA, and the California Nevada American Water Works Association (Cal-NV AWWA).

FERNANDO MUNOZ. OPERATIONS MANAGER

Professional Experience Over 40 years' experience of quality control to ensure pumps are ready for installation, scheduling and management of shop and field production crews, and day-to-day management of those Company areas.

Certifications
Grade 2 - Distribution Certificate
Grade 2 - Water Treatment Operator

JAMES M. HINSON, SR. APPLICATION ENGINEER

Professional Experience Over 40 years' experience of pump engineering. Conducts systems analyses, defines new and/or replacement hydraulic requirements, designs to procurement of materials.

LUIS A. BUSSO, P.G., SR. PROJECT GEOLOGIST

Professional Experience Professional groundwater work for the past 14 years encompassing field monitoring and technical report writing for siting, geologic log analysis, design, construction, pump testing, water quality sampling, and rehabilitation of municipal-supply and irrigation-supply water wells. Combining geological and industry knowledge toward well project developments on behalf of water districts, cities, farmers, and other private owners within Central and Southern

California. He currently works alongside Ray Reece, at General Pump Company's Camarillo facility to design and implement pump and well solutions for the clients in the greater Santa Barbara and Ventura Counties.

Academic Background University of California Santa Barbara – Bachelor of Science in Geologic Studies

MARK HAAS, PROJECT MANAGER

Professional Background Professional background includes 18 years' experience within the well and pump industry. His experience includes Field Service Technician, AirBurst® Operations to include R & D for Frazier Industries and Bolt, Technologies for air gun operations and functionality and Certified Crane Operator.

MICHAEL R. GARCIA, PROJECT ENGINEER

Professional Background Work alongside Project Manager to ensure progression and completion of pump projects. Review project specifications and prepare documents for engineered projects including as-built drawings and field crew instructions. Assist in project coordination and communication between field crews, vendors, and customers.

Academic Background Loyola Marymount University, Los Angeles-Master of Science in Mechanical Engr.
University of Redlands, Redlands - Bachelor of Science in Physics

DANIEL J. PICHARDO, PROJECT ENGINEER

Professional Background Coordinate with project managers, operations manager, and senior applications engineer for materials procurement for all existing projects. Communicate with vendors and customers for timely delivery. Maintain safety manuals for continued safety compliance.

Academic Background Seattle University - Bachelor of Science, Civil Engineering, Mathematics Minor

J. ALFREDO ("FREDDY") RAMIREZ, PROJECT MANAGER

Professional Background Professional background includes 23 years' experience within the well and pump industry. Experience includes designing complete pump assemblies, performing well rehabs, well destructions as well as welding. His wide range of experience allows him to have knowledge in multiple fields in the industry.

GENERAL PUMP COMPANY

PAUL RINEHART, PROJECT MANAGER

Professional Background

Professional background includes 30 years of experience in the well and pump industry. Experience includes working in the shop, field, and office, performing pump removals, installations, inspections, conducting pump repairs, material acquisition as well as designing well and booster pumps. Coordinating with customers, vendors, operations manager, and field crews to ensure project completion in a timely manner.

GENERAL PUMP COMPANY

OTHER KEY FACTS ABOUT GENERAL PUMP COMPANY

Although General Pump Company has the largest list of City Contracts, we also have close relationships with many Cities, Water Districts, and private water companies.

Seminars – General Pump Company is responsible for giving out thousands of Continuing Education Units (CEUs). General Pump Company sponsors many of these classes and is also invited speakers for many water associations. Teaching our customers how to protect their greatest capital assets (water systems) is part of our programs to help Southern California Cities become more cost effective in their water operations.

Byron Jackson (Flowserve Corp) – Byron Jackson submersible pumps have a unique design that requires a high degree of understanding. General Pump Company is one of two companies that are certified to sell and service BJ pumps and motors. This equipment must be purchased by a local dealer. BJ pumps are manufactured by Flowserve Corporation. There are no equals to the construction of these heavy duty pumps and motors. BJ pumps have been used for City water systems in the U.S. for over 100 years. General Pump has been working with these pumps for over 60 years in Southern California. The City of South Pasadena utilizes Byron Jackson pumps.

Safety - Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past seven years, General Pump Company, Inc. has had minimal loss of time for work related injuries.

Response Time - The location of a full service pump facility can play a large role in our ability to respond, but also can substantially decrease or increase the cost of a project due to the hours spent hauling equipment to and from your sites. In summary, a 20-mile further commute will typically add about 20% higher cost for all field work.

AirBurst® - AirBurst® Technology is recognized throughout the United States as being one of the most effective development tools that can be used for high capacity wells. When Frazier Industries looked to expand their process into Southern California, they decided to team up with General Pump Company. General Pump Company performs more than 98% of all AirBurst® procedures in Southern California. This process has successfully cleaned the Cities' wells for over ten (10) years.

GENERAL PUMP COMPANY

159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic #496755

Similar Well and Pump Rehab Projects

Client References	Project	Work Description	Period	Project Cost
City of Colton 160 South 10th Street Colton, CA 92324 Contact: Mike Cory Ofc: 909-370-6101	Well 31	Well Rehabilitation	Jan - April 2020	$126,324
City of Ontario 1425 South Bon View Ontario, CA 91762 Contact: Chris Bonadurer Ofc: 909-395-2696	Well 43	Well Rehabilitation	Nov 2019- April 2020	$119,560
City of South Gate 8650 California Ave South Gate, CA 90280 Contact: Ana Ananda Ofc: 323-563-9500	Well 28	Well Rehabilitation	Oct - Dec 2019	$192,120
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well 20	Well & Pump Rehab	Sept – Oct 2019	$131,000
Western Municipal WD 14205 Meridian Pkwy Riverside, CA 92518 Contact: Fakhri Manghi Ofc: 951-571-7290	Arlington Desalter Well 1	Well & Pump Rehab	Feb- June 2019	$188,807
City of Anaheim 909 East Vermont Ave Anaheim, CA 92805 Contact: Mark Adams Ofc: 714-765-4311	Well 41	Well Redevelopment; Pump Rehab	March 2018- June 2019	$164,894
Elsinore Valley WD 31315 Chaney Street Lake Elsinore, CA 92530 Contact: John Manhard Ofc: 915-674-3146	Summerly Well	Well & Pump Rehab	July 2018- June 2019	$341,882
	Additional References Available Upon Request			

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WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

Similar Well and Pump Rehab Projects

Client References	Project	Work Description	Period	Project Cost
City of Pasadena 150 S. Los Robles, Ste 200 Pasadena, CA 91105 Contact: Michele Carina Ofc: 626-744-4465	Monk Hill Well 52	New Bowl, W/L Column, Shaft Replacement	April-Nov 2017	$117,000
City of Santa Monica 1228 South Bundy Drive Los Angeles, CA 90025 Contact: Vince Damasse Ofc: 310-285-2491	Charnock Well 13	Well Redevelopment	Nov 2017-July 2018	$220,000
City of Colton 160 South 10th Street Colton, CA 92324 Contact: Jess Sotto Ofce: 909-370-5551	Well 22	Well Redevelopment, Pump Rehab, Elec Equip Relocation	Oct 2015–Mar 2016	$280,000
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well 26	Well & Pump Rehab	Feb-Aug 2015	$128,000
City of Arcadia 240 W. Huntington Drive Arcadia, CA 91066 Contact: Tom Tait Ofc: 626-256-6554	Longden Well 1	Well & Pump Rehab	March- July 2016	$95,000
City of Monterey Park 2657 N. Delta Avenue Rosemead, CA 91770 Contact: Ralph Martinez Ofc: 626-280-5552	Well 5	Well Redevelopment; Pump Rehab	Aug-Nov 2017	$233,000
City of Santa Ana 220 South Daisy Avenue Santa Ana, CA 92703 Contact: Cesar Barrera Ofc: 714-647-3387	Well 40	Well & Pump Rehab	Nov 2016-Oct 2017	$186,000
	Additional References Available Upon Request			

PART 4

PRICE AND FEE BID

BID #20220811-PM

Line Item	Item Description	Crew Size	Unit	Rate
1	Field Service Truck	1 Man	Per Standard Hour	$ 170.00
2	Pump Rig & Field Service Truck	2 Men	Per Standard Hour	$ 405.00
3	Pump Rig & Field Service Truck	2 Men	Per OT Hour	$ 515.00
4	Pump Rig & Field Service Truck	3 Men	Per Standard Hour	$ 565.00
5	Pump Rig & Field Service Truck	3 Men	Per OT Hour	$ 695.00
6	Pump Rig & Field Service Truck	4 Men	Per Standard Hour	$ 585.00
7	Pump Rig & Field Service Truck	4 Men	Per OT Hour	$ 715.00
8	Up to 30 Ton Swing Cab Crane	4 Men	Per Standard Hour	$ 485.00
9	Up to 30 Ton Swing Cab Crane	4 Men	Per OT Hour	$ 595.00
10	30 Ton and above Swing Cab Crane	4 Men	Per Standard Hour	$ 745.00
11	30 Ton and above Swing Cab Crane	4 Men	Per OT Hour	$ 925.00
12	Up to 30 Ton Fixed Cab Crane	3 Men	Per Standard Hour	$ 390.00
13	Up to 30 Ton Fixed Cab Crane	3 Men	Per OT Hour	$ 540.00
14	30 Ton and above Fixed Cab Crane	3 Men	Per Standard Hour	$ 640.00
15	30 Ton and above Fixed Cab Crane	3 Men	Per OT Hour	$ 785.00
16	Test Pump & Operator 0 - 300 HP Motor	1 Man	Per Standard Hour	$ 205.00
17	Test Pump & Operator 301 - 500 HP Motor	1 Man	Per Standard Hour	$ 250.00
18	Engineering Labor	1 Man	Per Standard Hour	$ 10.00
19	Engineering Labor	1 Man	Per OT Hour	$ 15.00
20	Electrician Labor	1 Man	Per Standard Hour	$ 170.00
21	Electrician Labor	1 Man	Per OT Hour	$ 225.00
22	Programmer Labor	1 Man	Per Standard Hour	$ 170.00
23	Programmer Labor	1 Man	Per OT Hour	$ 225.00
24	Machinist Labor	1 Man	Per Standard Hour	$ 105.00
25	Machinist Labor	1 Man	Per OT Hour	$ 145.00
26	Welder Labor	1 Man	Per Standard Hour	$ 105.00
27	Welder Labor	1 Man	Per OT Hour	$ 145.00
28	Fabricator Labor	1 Man	Per Standard Hour	$ 170.00
29	Fabricator Labor	1 Man	Per OT Hour	$ 225.00
30	Pump Mechanic Labor	1 Man	Per Standard Hour	$ 105.00
31	Pump Mechanic Labor	1 Man	Per OT Hour	$ 145.00
32	General Shop Labor	1 Man	Per Standard Hour	$ 90.00
33	General Shop Labor	1 Man	Per OT Hour	$ 130.00
34	General Field Labor	1 Man	Per Standard Hour	$ 120.00
35	General Field Labor	1 Man	Per OT Hour	$ 170.00
36			**SUM TOTAL (LINE 1 THRU 35)**	$ 11,680.00

Line Item	Item Description	*(A) Material and Sub-contractor (not to exceed) Markup %	**(B) Material and Sub-contractor (for bidding purposes) Unit Cost	(A x B) Material & Sub-contractor Total
37	**Electrical (Including but not limited to) –** Electrical materials, supplies and components (includes motors, motor controls, starters, VFDs, PLCs & SCADA devices, and related electrical hardware)	25%	$10,000	$ 2,500.00
38	**Pumping & Mechanical Equipment (Including but not limited to) –** Pump materials, supplies and components (includes tube & shaft, column pipe, pump discharge heads, bowl and booster pump assemblies, control valves, meters, and related hardware)	30%	$10,000	$ 3,000.00
39	**Sub-Contractors & Support Services (Including but not limited to) –** Electrical, programming, engineering, video logs, hydrological & geological services, lab analysis, site security, waste disposal, spinner & dye tracer studies and other miscellaneous services	25%	$10,000	$ 2,500.00
40	**SUM TOTAL (LINE 37 THRU 39)**			$ 8,000.00

*Column (A) "Material and Sub-contractor (not to exceed) Markup %"- shall be the "not to exceed" percentage used in an agreement/contract (see Exhibit "B" for example agreement template). The awarded contractor shall abide by and verify the not to exceed percentage value costs per item when invoicing or as requested by the City.

**Column (B) "Material and Sub-contractor (for bidding purposes) Unit Cost" - is an example unit value used for bidding purposes. It is not an implied or acknowledged unit value for services or a commitment to pricing for said item descriptions.

LAST MINUTE ADDITIONS/DEDUCTIONS* N/A BID ITEM No.

LAST MINUTE ADDITIONS/DEDUCTIONS* BID ITEM No.

BID SCHEDULE TOTAL (LINE 36 + LINE 40): $ 19,680.00

BID SCHEDULE TOTAL WRITTEN IN WORDS: Nineteen Thousand Six Hundred and Eighty Dollars

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License 496765 Entity CORP

Business Name GENERAL PUMP COMPANY INC

Classification(s) C57 C61/D21 A

Expiration Date 08/31/2022 www.cslb.ca.gov

Department of Industrial Relations
STATE OF CALIFORNIA

APPLICATION FOR
PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Renewal

Period: July 1, 2019 – June 30, 2022

Contractor Information

Contractor Name: GENERAL PUMP COMPANY, INC.

Trade Name:

License Type Number: 1000002769

Contractor Physical Address

Physical Business Country: United States of America

Physical Business Address: 159 N. ACACIA ST.

Physical Business City/ Province: SAN DIMAS

Physical Business State: CA

Physical Business Postal Code: 91773

Contractor Mailing Address

Mailing Business Country:

Mailing Business Address:

Mailing Business City/ Province:

Mailing Business State:

Mailing Business Postal Code:

Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: gcampbell@genpump.com

Applicant's Email: asantacruz@genpump.com

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.
General Pump Company, Inc.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

5 Address (number, street, and apt. or suite no.) See instructions.
159 N Acacia St

Requester's name and address (optional)

6 City, state, and ZIP code
San Dimas, CA 91773

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 5 5 1 8 9 6

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 ▶ Angel R Bonbell | Date ▶ 01/26/2021

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 **K. 3.**

DATE: 11/01/2022

TO: The Successor Agency Board of Directors

SUBJECT: Approve the regular meeting minutes of October 4, 2022 (Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of October 4, 2022.

Attachments

Regular meeting minutes of October 4, 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 October 4, 2022 at 5:00 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; 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

Steve Rogers expressed concerns with the City Manager's contract.

CLOSED SESSION

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

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

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 Council Member Guzman-Lowery followed by the pledge of allegiance to the American flag. Council Member.

CLOSED SESSION REPORT

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

PRESENTATIONS

Redlands Pet Adoption

Animal Control Officer Kaitlyn Giroux introduced “Stede”, a three-year old female German Shepard/Husky mix who is available for adoption, along with forty other dogs, thirty-one cats, one turtle and one pig at the Redlands Animal Shelter. Ms. Giroux informed the Council there had been nine adoptions since the last regular City Council meeting.

PUBLIC COMMENT

TVSP EIR - Steve Rogers referenced a Cal Trans letter related to the City's General Plan Update approved in 2017 and he expressed concerns that certain agencies, including Cal Trans, had not properly been included on the distribution list.

Record Request - Dennis Bell was frustrated he had not received documents related to a public record request made in late July.

Community Diversity Celebration - Mario Saucedo, Chairman of Common Vision Coalition, invited everyone to attend an event celebrating the rich heritage and diversity of community history on October 13, 2022, at the University's Casa Loma Room.

Inclusionary Housing Program - Felipe Alberto and Tracy Wise expressed their appreciation of the Council's decision to provide for an inclusionary housing program, scheduled to be

considered on tonight's meeting agenda and they were both in full support of the program.

CONSENT CALENDAR

Minutes

On motion of Council Member Denise Davis, seconded by Council Member Mick Gallagher, the City Council approved, by roll call vote, the regular meeting minutes of September 20, 2022, and special meeting minutes of September 21,2022.

Vote: 4 - 0 Passed

Municipal Utilities/Public Works Commission Appointments

As public comment, Dennis Bell recommended the City consider appointing new applicants to serve on the Boards and Commissions, rather than approving the same appointees over and over.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council reappointed, by roll call vote, Steve Stockton and Chandrasekar Venkatraman to each serve second terms on the Municipal Utilities/Public Works Commission ending November 16, 2026.

Vote: 4 - 0 Passed

Proclamation Hispanic Heritage Month

Council Member Guzman-Lowery spoke of the importance of celebrating Hispanic Heritage Month in Redlands and highlighted the many contributions of the Hispanic population. She encouraged everyone to support activities that develop understanding and enjoyment of Hispanic heritage, culture, art and music, such as utilizing the AK Smiley Library's Heritage Room as a resource.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the issuance of a proclamation proclaiming September 15, 2022 through October 15,2022 as Hispanic Heritage Month in the City of Redlands.

Vote: 4 - 0 Passed

Resolution No. 8393 Remote Teleconference Meetings

On motion of Council Member Denise Davis, seconded by Council Member Mick Gallagher, the City Council approved, by roll call vote, Resolution No. 8393 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: 4 - 0 Passed

Cal-ID/Identix Maintenance Payment

On motion of Council Member Denise Davis, seconded by Council Member Mick Gallagher, the City Council authorized, by roll call vote, the annual payment to San Bernardino County Sheriff's Department (Cal-ID/Identix) in the amount of $83,961.72 for Redlands Police Department's Fingerprint Identification Services.

Vote: 4 - 0 Passed

Resolution 8388 Mills Act Program

Development Services Director Desatnik presented background of the local Mills Act program. The current program is set to expire on November 7, 2022. The City of Redlands is a Certified Local Government ("CLG") in cooperation with the State Office of Historic Preservation, and the local Mills Act program is an important element in the city's historic preservation program. As public comment, Dennis Bell questioned how much property tax the City was losing because of their participation in the Mills Act Program, and he said the program was a taxpayer-subsidized bailout.

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, Resolution 8388 to extend the City of Redlands' “Mills Act” program for an additional five years to November 30, 2027.

Vote: 4 - 0 Passed

2021 Homeland Security Grant Program Award

On motion of Council Member Denise Davis, seconded by Council Member Mick Gallagher, the City Council approved, by roll call vote, to accept the grant award from the FY 2021 Homeland Security Grant Program; and approved an additional appropriation of $36,670 to the Police Department.

Vote: 4 - 0 Passed

SBCTA Cooperative Agreement Interstate 10/Alabama Street Project

Municipal Utilities and Engineering Director Harris reviewed the need to extend the Cooperative Agreement with SBCTA for the Interstate 10/Alabama Street Improvement Project by two years to December 31, 2024. As public comment, Steve Rogers was worried the City may never see Phase II completed.

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Cooperative Agreement Time Extension with SBCTA for the Interstate 10/Alabama Street Improvement Project by two (2) years to December 31, 2024.

Vote: 4 - 0 Passed

Resolution No. 8385 Water Efficiency Rebate Program

Municipal Utilities and Engineering Director Harris introduced Resolution No. 8385 amending the City's Water Efficiency Rebate Program. Council Member Davis was pleased to see the increase in funding to grow the program, but questioned why the City was providing rebate monies to residents who used artificial turf. She said the material has been found to be harmful to the environment, and she requested the resolution be revised to remove rebates for installing artificial turf.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council directed staff to further review the City's Water and Efficiency Rebate Program and to address the feedback presented by Council Members tonight.

Vote: 4 - 0 Passed

Food Truck License Agreement

On motion of Council Member Denise Davis, seconded by Council Member Mick Gallagher, the City Council determined, by roll call vote, that approval of the License Agreement with Juan Morales, doing business as "The Dog House", is exempt from environmental review pursuant to Section 15301 of the California Environmental Quality Act Guidelines; and approved the License Agreement with Juan Morales, doing business as "The Dog House", for a food truck at the City's Corporate Yard, 1270 W. Park Avenue.

Vote: 4 - 0 Passed

Street Closure Redlands Elks Veterans Car Show

On motion of Council Member Denise Davis, seconded by Council Member Mick Gallagher, the City Council approved, by roll call vote, the request to close New York Street and West Stuart Avenue for the Redlands Elks Veterans Car Show event hosted by the Redlands Elks Lodge on October 15, 2022.

Vote: 4 - 0 Passed

Redlands Turkey Trot In-Kind Support

Assistant City Manager Boatman introduced the request for in-kind support of $6,036 to hold The Redlands Turkey Trot event hosted by Phoenix Hope International on November 24, 2022, within Sylvan Park and the surrounding area. As public comment, Dennis Bell was opposed to granting in-kind support to out-of-state organizations.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State’s guidelines implementing the California Environmental Quality Act; authorized the closure of E. High Ave., Division St., E. Park Ave., N. University St., Sylvan Blvd., N. Grove St., E. Brockton Ave., and Chapel St. and; authorized the expenditure of city resources and in-kind support in the amount of $6,036 related to this event.

Vote: 4 - 0 Passed

Downtown Redlands Artwalk In-Kind Support

Assistant City Manager Boatman reviewed the request for in-kind support of $5,554 related to the Downtown Redlands Artwalk event hosted by the Kid's Cures Foundation to be held on October 23, 2022. As public comment, Dennis Bell questioned if the organization provided the appropriate insurance forms. KP wondered if this artwalk event was being hosted by a different organization from similar events in the past. The event organizer desired to encourage artists and the fund-raising efforts would support a non-project group, Build-a-Bag program of the Kid's Cures Foundation. Assistant City Manager Boatman stated any organization hosting an event must provide the necessary insurance forms. This year's activities were hosted by a different organization than in the past and any group interested in hosting an event was invited to submit their request to the City.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; authorized and approved a request for in-kind support in the amount of $5,544 related to this event; authorized the temporary closure of East State Street from Orange Street to 7th Street and 5th Street from Redlands Boulevard to State Street on October 23, 2022; and approved the request for the sale and consumption of alcoholic beverages in Ed Hales Park.

Vote: 4 - 0 Passed

COMMUNICATIONS

Inclusionary Housing Program

Development Services Director Desatnik provided background on the creation of an Inclusionary Housing program. Many cities have viewed Inclusionary Housing programs as offering multiple benefits to the community, including: housing for low to moderate income working households, such as those headed by teachers, police officers, retail clerks, firefighters, senior citizens, young families, and others who would otherwise be priced out of the current real estate market; diverse, mixed-income communities; affordable housing spread throughout the community; market-based solution to leverage affordable housing; reduced sprawl and traffic congestion by allowing people to live closer to where they work and, for public sector employees, in the communities in which they serve; and predictability for developers who must all follow the same inclusionary housing policy and procedures. He added that despite a number of court challenges, these other ordinances have been upheld as a valid exercise of a city's zoning powers. He added the first step to create the program was to complete a financial evaluation. As public comment, Jeff Green and Maribel Nunez, of Inland Equity Community Land Trust, supported the City's efforts to establish a program and encouraged the Council to engage community residents as they move forward with the matter.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council authorized, by roll call vote, staff to develop an inclusionary housing program to encourage the development of affordable housing; approved the sole source agreement with Keyser Marston Associates Inc., for an amount not-to-exceed $50,400; and approved an additional appropriation of $50,400 from the General Fund unassigned fund balance to the Development Services FY 2022-23 Planning Budget.

Vote: 4 - 0 Passed

PUBLIC HEARINGS

Planning Commission's Approval Appeal of City Center Project

Mayor Barich declared the meeting open as a public hearing and called on Sean Reilly, of Development Services, for a review of the appeal of the Planning Commission's approval for the City Center mixed use project, as submitted by Lozeau Drury LLP, representing Supporters Alliance for Environmental Responsibility (SAFER). Amalia Bowley Fuentes, representing the Appellant, stated the Planning Commission should not have approved the Project and the City should prepare a revised SCEA or prepare an Environmental Impact Report ("EIR") because the SCEA failed to reduce the project impacts. As public comment, Steve Rogers said he thought there had been no real environmental review done and he questioned why a traffic study was not prepared. Tom Robinson, the project developer, urged the Council to deny the appeal, adding the City was in need of housing and the building and construction of the project would comply with the state's green building codes. A representative from the project consulting team, EPD Consulting, clarified that the appellant's comments were thoroughly reviewed and nothing led the team to change their opinion. One written comment was received, requesting the City approve to deny the appeal. With no further comments, the Mayor closed the public hearing.

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, to deny the Appeal and uphold the Planning Commission's approval for Conditional Use Permit No. 1138 and Tentative Parcel Map No. 20475, and adoption and certification of the Sustainable Communities Environmental Assessment, for the City Center mixed-use project.

Vote: 4 - 0 Passed

The Grand Residential Project

Mayor Barich declared the meeting open as a public hearing and called on Contract Planner, Emily Elliott for details of "The Grand", a proposed residential project located at the northeast corner of West Redlands Boulevard and Eureka Street. The Applicant, Vantage One Real Estate Investments, LLC. The Applicant, represented by Tom Robinson, described the project location as a key intersection in the town, which will encourage people to walk in the area and access the train station. Smaller units have intentionally been designed in order to be more affordable, but he added there will be many attractive amenities. As public comment, Steve Rogers complained that a full environmental impact report was not prepared, and he was concerned this project was situated within a flood zone and he urged the Council to hold off approval of this until the Transit Villages Specific Plan (TVSP) was considered. Pat Meyer, representing Vantage One Real Estate, pointed out a full hydrology study was performed in compliance with FEMA and the project was

consistent with the City's Municipal Code. Development Services Director Desatnik stated both the City Center Project and The Grand Project were not dependent on approval of the TVSP. One written comment was received in support of the project. With no further comments, Mayor Barich closed the public hearing.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, Resolution No. 8389 adopting the Sustainable Communities Environmental Assessment document prepared for the project in accordance with the California Environmental Quality Act; adopted Resolution No. 8390 approving Amendment No. 23 to Specific Plan No. 45 (Downtown Specific Plan); and adopted Resolution No. 8391, approving Commission Review and Approval No. 911 and Tentative Parcel Map No. 20175 for the proposed project.

Vote: 4 - 0 Passed

Resolution No. 8392 2021-2029 Housing Element

Mayor Barich declared the meeting open as a public hearing and called on Development Services Director Desatnik who presented Resolution No. 8392 to adopt the Amended 6th Cycle 2021-2029 Housing Element (General Plan Amendment No. 144). The Housing Element is one of the required elements of the General Plan, pursuant to the State Law and is required to be updated periodically. Each cycle of Housing Element Update requires local adoption by the City Council, as well as certification by the California Department of Housing and Community Development ("HCD"). One written comment was received, congratulating staff for their efforts. With no further comments, Mayor Barich closed the public hearing.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council approved Resolution No. 8392 adopting the Amended 6th Cycle 2021-2029 Housing Element (General Plan Amendment No. 144).

Vote: 4 - 0 Passed

Mayor Barich announced a brief recess at 7:48 P.M. with the City Council reconvening at 8:00 P.M.

NEW BUSINESS

City Manager's Employment Agreement

City Attorney Abich Garcia discussed the Employment Agreement between the City of Redlands and Charles M. Duggan, Jr. The agreement proposed the following terms: extension of the Employment Agreement for an additional 3 years expiring January 31, 2026; base salary of $280,000; twelve months of severance; benefits, leave and deferred compensation as set forth in the current contract remain unchanged. As public comment, Steve Rogers was not pleased with the performance of the City Manager. In his opinion, there had not been a shift away from past practices of the former city manager and he thought incentive bonuses should not apply to the city manager position.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the City Manager Employment Agreement between the City of Redlands and Charles M. Duggan, Jr. Mayor Barich congratulated Mr. Duggan and thanked him for his dedication.

Vote: 4 - 0 Passed

Side Letter RPFA Agreement

Assistant City Manager McConnell introduced the Side Letter of Agreement between the City and the Redlands Professional Firefighters Association related to negotiations of their current Memorandum of Understanding (MOU) with proposed changes to Article 23: Paramedic Pay to include paramedic incentive for eligible Fire Engineers and Fire Captains; and Article 39: minimum staffing to increase the minimum staffing due to a new tiller truck and new fire station. Council Members fully supported the side letter. Council Member Gallagher pointed out that with approval of the paramedic incentive language in Article 23 of the MOU, only one emergency vehicle, not two, will be deployed in response to a call because the Fire Department will have a paramedic assigned to each unit.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Side Letter of Agreement between the City and the Redlands Professional Firefighters Association.

Vote: 4 - 0 Passed

Ordinance 2944 Water, Sewer and Solid Waste Charges/Payments

Management Services/Finance Director Garcia explained the need for Ordinance 2944 amending Title 13 (Public Services) Chapter 13.12 relating to water, sewer and solid waste charges and payments to provide clarification and simplify processes for city staff to waive late fees for customers and provide for the customer to request a late fee waiver once every twelve months.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council introduced, by roll call vote, Ordinance 2944 amending Title 13 (Public Services) Chapter 13.12 relating to water, sewer and solid waste charges and payments; and determined that the Ordinance is not subject to environmental review pursuant to Section 15060(c)(2) and 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 4 - 0 Passed

Contract Award Joslyn Senior Center Renovation Project

Assistant City Manager Boatman reviewed the public works construction contract with Armstrong Cal Builders, Inc. for an amount not-to-exceed $1,033,800 for the Joslyn Senior Center Renovation Project.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that the approval of the non-professional services agreement with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved an additional appropriation of $180,535.38; and awarded the public works construction contract to Armstrong Cal Builders, Inc. in the amount of $1,033,800 for the Joslyn Senior Center Renovation Project No. FCS10252021ER.

Vote: 4 - 0 Passed

SBCTA Operations/Maintenance Agreement for Downtown Station

Assistant City Manager Boatman described the Operations and Maintenance Agreement with the San Bernardino County (erroneously referred to as San Bernardino California) Transportation Authority (SBCTA) for the City's maintenance and security obligations at the Downtown Station for the Redlands Passenger Rail Project. He added the City would continue to monitor and evaluate security services for the next 18 months and SBCTA was providing funding for two years. As public comment, Steve Rogers was concerned that University Station was not mentioned in this agreement and it appeared to him that there would be no bus service to serve the rail.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mick Gallagher, the City Council determined, by roll call vote, that approval of an Operations and Maintenance Agreement with the San Bernardino County (erroneously referred to as San Bernardino California) Transportation Authority is not subject to environmental review pursuant to Section 15162 of the State's Guidelines implementing the California Environmental Quality Act; and approved the Operations and Maintenance Agreement with the San Bernardino County (erroneously referred to as San Bernardino California) Transportation Authority for the City's maintenance and security obligations at the Downtown Station.

Vote: 4 - 0 Passed

Ordinance No. 2945 Organic Waste Disposal

Assistant City Manager Boatman provided a report of Ordinance No. 2945, adding Chapter 13.67 to the Redlands Municipal Code relating to the establishment of regulations governing organic waste disposal. The Solid Waste Division implemented the collection of commercial organic food waste in 2016 and implemented a residential organic waste drop-off pilot program in 2021. To be in full compliance with state regulations, the City must adopt an enforceable ordinance to ensure full compliance with organics diversion requirements by residential and commercial waste generators; implement a program to recover organics from single-family residents and recover food from multi-family locations; and implement a program for contamination monitoring and develop an "implementation record" to ensure all activities are documented. Assistant City Manager Boatman responded to Council Members' questions and added the proposed ordinance does not change anything currently in the Municipal Code and would provide a framework for the future.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council introduced, by roll call vote, Ordinance No. 2945, adding Chapter 13.67 to the Redlands Municipal Code relating to the establishment of regulations governing organic waste disposal; and determined that approval of the ordinance is exempt from environmental review pursuant to Section 15308 of the State's guidelines implementing the California Environmental Quality Act.

Vote: 4 - 0 Passed

Downtown Market Plan

Assistant City Manager Boatman detailed the implementation plan for the Downtown Market as recommended by the City Council subcommittee. Based on the survey results, staff provided a recommendation to the Parks and Recreation Committee on May 12, 2022, that included bringing the Market back on Saturday mornings from 8 a.m. to noon during the spring, summer and fall seasons. The Market would include new policies and guidelines to include higher quality merchandise and local products as suggested in the returned surveys. This option would also help alleviate conflicts between the merchants and downtown business parking during busy evening hours. Costs for staff resources would be reduced relative to previous operations and impacts to parking would be minimal. Furthermore, the demand for police officers to patrol the market would not be immediately necessary for this option, as the current Saturday Farmer's Market has not demonstrated a need for this service. As public comment, Evan Sanford, representing the Redlands Chamber of Commerce, supported the expansion of the Saturday Morning Farmer's Market. Council Members provided their thoughts and perspectives and discussed at length the merits of offering the market on Saturday morning versus bringing back the program on Thursday night. Council Member Guzman-Lowery described the importance of providing the community with family-friendly activities in the downtown area and she supported maintaining the Thursday night program, but suggested the City consider offering both a night market and a morning market. Chief Catren reiterated he does not have the police resources to cover a night market.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of the Plan is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and directed staff to implement the Downtown Market Plan as recommended by the City Council subcommittee.

Vote: 4 - 0 Passed

Platform and Parking Lot Security Agreement

Assistant City Manager Boatman presented an agreement with Patrol Solutions, LLC., for the provision of platform and parking lot security for the Redlands Passenger Rail Downtown and University Stations in an amount not-to-exceed $410,000 for the initial term of one year, with the option to extend by one additional one-year term for a total amount not-to-exceed $820,000. The project will be fully funded by SBCTA for two years. The City and SBCTA have agreed the City will provide a security guard at both stations, beginning 15 minutes prior to the arrival of the first train until 15 minutes after the last scheduled train departs; approximately 18-19 hours daily. SBCTA is responsible for reimbursing the City for costs associated with maintenance and security for the initial two-year period. After the initial period, the City and SBCTA will reassess

the need for full-time onsite security.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the agreement with Patrol Solutions, LLC., for the provision of platform and parking lot onsite security services for the Redlands Passenger Rail Downtown and University Stations in an amount not-to-exceed $410,000 for the initial term of one year, with the option to extend by one additional one-year term for a total amount not-to-exceed $820,000; and approved additional appropriations of $160,000 in both revenue and expenses in FY 2022-23, and FY 2023-2024.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Barich stated the City was very fortunate to have City Manager Duggan for his strong leadership and dedication to the City. Mr. Duggan expressed his appreciation of the Council for renewing his employment agreement and credited the hard work of all the directors and staff. Mr. Duggan announced the City's finance rating was upgraded to "AA".

ADJOURNMENT

There being no further action required, the meeting adjourned at 9:05 P.M. The next regular meeting of the City of Redlands City Council will be held on October 18, 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 Board Member Davis, seconded by Board Member Gallagher, the minutes of the regular meeting of September 6, 2022, were approved by roll-call vote.

Vote: 4 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 9:06 P.M. The next regular meeting of the Agency will be held on November 1, 2022.